

# WASHINGTON LAND YACHT HARBOR, INC.

## RULES AND REGULATIONS

July 2016

When the intended meaning of a rule is in doubt you are advised to obtain a written opinion from the HOMC or WLYH Board before proceeding. The interpretation or opinion of the WLYH Board is final.

These Rules & Regulations supercede all previous versions and are a part of the Washington Land Yacht Harbor, Inc. for-profit corporation, the property owner and Lessor.

### **The following terms are used in this document:**

<b>Board</b>	WLYH Board of Directors
<b>Hall</b>	Harmony Hall
<b>Harbor</b>	The residential and common areas enclosed by the perimeter fence
<b>HOMC</b>	Harbor Operations & Maintenance Committee or Harbor Committee
<b>Lessee</b>	A WBCCI member and Airstream RV owner who is signatory on a Lease in the WLYH residential area
<b>Member</b>	Member of WA Unit, WBCCI
<b>Policies</b>	Reference to the WLYH Policies outlining the Board responsibilities
<b>Resident</b>	A person who lives in the WLYH
<b>Rules</b>	Reference to these WLYH Rules & Regulations
<b>Unit</b>	Washington Unit, WBCCI
<b>WBCCI</b>	Wally Byam Caravan Club International (The Airstream Club)
<b>WLYH</b>	Washington Land Yacht Harbor, Inc.

**Additional definitions are listed in Appendix A**

### PREAMBLE

The following will guide the Board and HOMC and inform the Harbor lessees of the Rules that govern activities and conditions within the Harbor. The intent of these Rules is to make and keep the Harbor a safe and pleasant place to live.

Changes or amendments to these Rules may be made and must have the date of Board approval affixed to each changed paragraph. Every effort will be made to ensure that all lessees receive these changes. By acquiring a lease in the Harbor, lessees agree to abide by the current Rules and all subsequent changes or amendments as they occur.

### **1. GENERAL**

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

## **2. HARBOR OPERATIONS AND MAINTENANCE COMMITTEE**

The Harbor is maintained under the supervision of the HOMC. Ultimate control and authority over the Harbor rests with the Board.

**2.1.** HOMC Officers and Members – See **Policies 9.1**

**2.2.** The main objectives of the HOMC are (1) the operation and maintenance of WLYH property, and (2) enforcement of the WLYH Policies and Rules.

**2.3.** The HOMC may recommend changes to Rules, and Policies applicable to the operation and maintenance of the Harbor properties. These are subject to approval by the WLYH Board and must comply with Washington State laws, as well as Thurston County regulations.

**2.4.** The HOMC may authorize expenditure of funds in accordance with the maintenance items in the annual WLYH budget as approved by the Board. Expenditures of any other funds by the HOMC must be authorized by the Board.

## **3. ANNUAL HOUSEKEEPING FEE**

**3.1.** The 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 of Directors of the WLYH, Inc. All lessees shall pay the current Housekeeping Fee as published annually, per lot, for single or family occupancy and fee will be due each year on July 1<sup>st</sup>. Checks should be made payable to the Washington Land Yacht Harbor, Inc. (or WLYH), and given or mailed to the WLYH Gatekeeper, who will issue a receipt upon request, keep an accurate accounting of fees received and give them to the WLYH Treasurer for deposit. (05/28/2013)

**3.2.** 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. (10/20/15) Effective July 1, 2016 (See also **Policies 4.4.**)

## **4. RULES**

**4.1. Commercial Activity:** The Harbor is a residential community and any commercial or business activity to which the general public is invited is incompatible with its purpose and therefore is prohibited. Exceptions may be made for service type activities performed for residents, e.g., minor maintenance and repair of residences or Airstreams. No trucks or commercial vehicles 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 HOMC Chairperson or designee.

**4.1.2. Community-wide garage sales** advertised to the public may be held. The date and time shall be coordinated so as not to interfere with other Harbor activities and events such as Unit rallies and garbage pickup. Coordination will be handled and the date set by the HOMC or their designee.

**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 or transfer of a lease.
2. A written request must be submitted to the HOMC 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.
  5. Where there are multiple leases being transferred in close time proximity, the HOMC Chairperson must try to combine as many garage or moving sales on the same day as is convenient.
  6. Special care must be taken to direct customers to the site of the sale by the shortest safe route. The lot number must be clearly shown on all signs.
- 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.** There is a speed limit of 15 miles per hour while driving within the Harbor for the safety of our residents. Pedestrians shall be granted the right of way at all times.
  - 4.2.2.** No vehicle shall be parked in the street or partially in the street in excess of six (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 registered to the lessee. A vehicle registered to another Harbor resident may be stored on a lot with the lot owners' written permission given to the HOMC.
  - 4.2.4.** No more than four (4) RVs or other vehicles may be stored in plain view on a lot, excluding golf carts.
  - 4.2.5.** No vehicles (to include RVs) in plain view on a lot will be allowed in a run-down, junked, or dilapidated condition. These conditions include, but are not limited to: broken windows, peeling paint, flat tires, broken lights, or non-working engines. 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 of written notice, the HOMC shall have the right to enter the lot and may have the offending vehicle removed. Lessee will compensate the WLYH for expenses incurred in having the vehicle removed.
  - 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 Board 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. Both the lessee's Airstream and the additional RV may be parked on the lessee's lot. If there is insufficient space (See Rule 4.2.4), for both RVs, the Airstream may be parked on the lessee's lot or elsewhere; however, the other RV must be parked elsewhere (as in WLYH storage or at another lot within the Harbor (See Rule 4.2.3), or somewhere outside of the Harbor). The lessee must maintain and show proof of current registration of the Airstream in their name.(See Rule 5.2.3). A lessee who no longer owns a qualifying Airstream product, has sold their Airstream in accordance with Rule 5.2.3 and is a WBCCI member in good standing shall not park or store another brand of RV within the boundaries of the WLYH. (4/11/17)
  - 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 a maximum of 2 remote gate opener from the Gatekeeper.
  - 4.2.10.** Residents of the Harbor may not post a "Courtesy Parking" listing in any WBCCI publication or web site.
- 4.3. Discharging of firearms** or compressed air guns or use of fireworks is prohibited.
- 4.4. Quiet hours** are from 10:00 p.m. to 7:00 a.m. Excessive noise, even during daylight hours, is not allowed. This includes, but is not limited to, loud music, dogs that bark incessantly, or other noisy animals.
- 4.5. Pets** will be kept under control at all times, which means that pets must be kept on a leash when off the owner's site or lot, (except in the designated pet area). Releasing of 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 open field near RV Storage, and in Tveten Grove. However, pet owners must have control of their pet anytime the pet is in the designated pet area. There is also a fenced off-leash dog run for smaller dogs on the north side of the open field.

**4.5.1.** 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 to the HOMC must be substantiated and documented.

**4.5.2.** Pets are not allowed in Harmony Hall or the Gatehouse. Service animals wearing obvious service-related identification are exempt from this restriction.

#### **4.6. Guests:**

**4.6.1.** 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 HOMC Chairperson before occupancy begins. Such occupancy can not exceed a cumulative period of 30 days per calendar year. 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.

**4.6.2.** 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 on a lessee's lot, the lessee must be home.

**4.6.3.** A Lessee may invite a guest to occupy the Lessee's Airstream RV parked on the Lessee's lot for a maximum of 60 days per calendar year.

**4.6.4.** Guests under the age of 16 years old must be accompanied by a responsible adult over 18 years of age whenever in the common buildings of the WLYH.

**4.7. Caregivers:** Should part-time in-home care be necessary, there can only be a single outside caregiver at a time. In the event that the lessee requiring care moves to assisted living or passes away, any outside caregiver must vacate the premises within 30 days.

**4.8. When Lessees are away from the Harbor:** Lessees planning to be away from the Harbor for one week or longer are **encouraged** to leave a note at the Gatehouse for the HOMC Chairperson before they leave. The note should state a contact phone number where they can be reached, and the name and phone number of a neighbor or family member who has a key to their house. It is important for Harbor representatives to be able to contact lessees who are away in case of emergency.

#### **4.9. Unsightly Lots:**

**4.9.1.** 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 AND. (9/16/14)***

**4.9.2.** 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.

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

**4.9.4.** For Sale signs may not be posted on a lot without notifying the WLYH Administrator. The exception shall be posting a For Sale sign in the window of a vehicle. No other advertising signs are allowed on a lot. See **Rule 5.4.2** for posting For Sale signs on houses for sale.

**4.9.5.-Tarps** may not be attached to structures as a cover or shelter. The exception is to cover a leaky roof. (7/20/10)

#### **4.10. Utilities:**

- 4.10.1. Water** - Harbor water is a critical and expensive resource to provide and maintain. Care must be taken by all residents to eliminate water waste at all times. Washington State law mandates conservation. The use of water timers on irrigation lines is recommended. (09/27/2011)
- 4.10.1.1.** Connections to the main water lines will be done by qualified personnel under the supervision of the WLYH Standing 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 lessee's 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.
- 4.10.2. 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 must be stored out of public view.
- 4.10.3. 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 drain fields.
- 4.10.3.1.** 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. (09/27/2011)
- 4.10.3.2.** Septic systems must be inspected, certified and/or pumped by a licensed commercial septic company no more than three years prior to a lease assignment, the cost of which is to be negotiated and paid for by the seller and/or buyer. (04/01/2014) If the septic system is shared with an adjacent lot, the adjacent lot lessee is not required to share in these expenses. (09/27/2011)
- 4.10.3.3.** 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. (4/19/16)
- 4.10.4.** 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” - 1-800-424-5555.**

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

## **5. LEASES**

### **5.1. To qualify for a lease, one must:**

- 5.1.1.** Effective January 1, 2016, to qualify for a lease with the WLYH, Inc. the potential Lessee must own a qualifying vehicle (pursuant to Bylaws, Article XII, Section 2, Eligibility) for a minimum of six (6) consecutive months at the time of application. If a trailer, ownership of an adequate tow vehicle is also a requirement. All vehicles must be equipped for towing or travel and living. The Lessee must be a member in good standing of WBCCI and the Washington Unit for the same six consecutive months at the time of application. The member must attend and participate in at least two (2) rallies and reside in their Airstream RV for at least one of those rallies. (8/25/2015)

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 All applicants requesting a lease assignment must meet with the Lease Review Committee.

5.1.4 Domestic partners or family members who wish to be added to a current lessee's assignment must meet the established qualifications and regulations for acquiring a lease. (1/5/16)

5.1.5 Complete a background check application, pay the appropriate application fee, and pass the background check prior to a lease review. (1/3/17)

**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 recorded at Thurston County. A maximum of two persons are 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 (Rule 4.6.2.) 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. (09/27/2011)

5.2.2. Follow the Rules & Regulations and Policies of the WLYH. (05/28/2013)

5.2.3. Keep their Airstream RV for for the duration of occupancy in the WLYH. If there is a credible reason for health or otherwise, the Lessee may submit a written request for Board approval to dispose of said vehicle. A Lessee may not store another brand of RV unless ownership of an Airstream product is retained. (See Rule 4.2.7) (9/20.16)

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

5.2.5. 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 of Directors. If two leases are owned, only one premises may be occupied. (05/28/2013). Co-owners of a qualifying vehicle may not acquire more than one additional lease. A period of one year must lapse from date of occupancy of original lease before applying to obtain a second lease (01/07/2014)

**5.3. Lease Reassignment Fee:**

An Assignment fee of \$500.00 payable to the WLYH must be paid prior to the consummation of a lease assignment. A legal heir (other than the surviving lessee), must also pay the \$500.00 lease assignment fee should he/she qualify for and desire to retain a lease.

**5.4 Procedures for assignment of lease to a WBCCI member and Airstream owner not currently residing in the Harbor are as follows:** (05/28/2013)

5.4.1. All steps must be followed BEFORE agreeing to purchase a lease in the WLYH and no lease review for a prospective buyer may be held until after the six month qualifying period (**Rule 5.1.1**). If all steps are not followed, the lease assignment may be denied. (07/30/2013)

5.4.2. Before making an agreement to sell, the current lessee must notify the WLYH Administrator 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 listed in the WLYH newsletter and website, giving notice that it is available. A For Sale sign not to exceed 24" x 24" may only be placed on the premises after notifying the WLYH Administrator of the intent to sell. The services of a professional realtor is not required for the sale of any residential property in the Harbor.

- 5.4.3.** An applicant for a lease must obtain a Buyer's Packet and a copy of the WLYH Rules & Regulations from the WLYH Administrator or designee. The Lessee's/Buyer's Packet contains instructions for proceeding with applying for a lease. (05/28/2013)
- 5.4.4.** Once the lease assignment is pending, the seller is required to have the septic systems inspected, certified and/or pumped by a licensed commercial septic company no more than three years and/or show evidence that the septic tank has been serviced prior to lease transfer. 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 certification as well as proof of the correction of discrepancies must be given to the WLYH Administrator to be filed in the lot file.
- 5.4.5.** All existing violations shall be reviewed by the HOMC and reported to the Board prior to lease assignment. The Board will decide whether the violation may continue with a waiver for the new lessee or if the condition or violation must be brought into compliance with current Policies, Rules and Regulations before the sale is approved.
- 5.5.** A current lessee wishing to lease a different lot or an additional lot within the Harbor will obtain a Resident Application for Lease packet from the WLYH Administrator or designee. When a currently held lease is to be sold, the lessee will obtain both a Buyer's and a Seller's packet.
- 5.6. When properties are for sale and leases are available:**
- 5.6.1.** Only the lessee may reside on the premises until sold, with the exception of lessee's guests staying in the home per **Rule 4.6.1**. If a prospective buyer wishes to do work on a house or lot that is for sale, the current lessee must provide written permission to the Board. The prospective buyer may not occupy the home until the lease assignment is recorded.(7/20/10)
- 5.6.2.** The annual Housekeeping Fee must be paid when due.
- 5.6.3.** The house exterior and lot must be kept clean and neat.

## **6. BUILDING REGULATIONS**

The HOMC 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. 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) must be complied with, particularly those below:

- 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 by the HOMC before beginning construction. All later additions or revisions (changes), including driveways and parking strips, must obtain additional approvals. 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 HOMC. 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. (05/28/2013)
- 6.1.1.** If approval for the construction is denied, the HOMC will detail the reason for rejection and suggest how the lessee could remedy the deficiencies.
- 6.1.2.** Before any construction is begun, the lessee shall provide the HOMC with a statement from the lessee or the lessee's contractor that the construction will be in accordance with these WLYH Building Regulations (Section 6 of the WLYH Rules) and Thurston County or Washington State Department of Labor & Industries manufactured home building codes. **Building Permits must be obtained from Thurston County Development Services for any accessory buildings or alterations or additions thereto.**

- 6.1.3.** The HOMC 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 HOMC 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. 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 sixty (60) days of installation of the manufactured home, and maintained thereafter.
- 6.2.1. Used manufactured homes** are to be new or in like new condition and are subject to inspection and approval by the Board before being allowed to move into the Harbor. Rule 6.2 (above) also applies.
- 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 sixteen (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' Airstream RV may extend to a height not to exceed twenty (20) feet measured as above. No new, habitable, two-story buildings are allowed. Two-story homes may be approved as replacements for lots 4, 27 and 112 with approved WLYH variance and if required, Thurston County approved variance. (1/6/15))
- 6.4** When approval is received from the HOMC 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. (1/6/15)
- 6.5.** All structures, including towers, antennas, satellite dishes and underground utilities must conform with the Thurston County building code 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, drain field, 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.
- 6.7.2.** No building or structure may be less than five (5) feet from the side lot line, ten (10) feet from the rear lot line, including five feet at the extreme rear reserved for utilities or fifteen (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. 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. Any and all repair or replacement of such damage will be the sole responsibility of the lessee. (1/6/15)



**6.7.3. Septic tank and drain field setbacks – see Utilities, 4.10.**

**6.8. Property line dispute** – In the event of a disagreement over the location of property lines, the parties are encouraged to settle the matter voluntarily. Should the parties require settlement by professional survey, the parties 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 HOMC for approval prior to beginning construction.

**6.9.2.** Fencing shall be limited to a maximum of four (4) feet in height, except along the perimeter of the LYH which may be a maximum of six (6) feet. The height of a 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.

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

**6.9.5.** No fence located within an easement shall impede or delay the access of utility repair or emergency equipment. Any necessary removal of a fence for access of utility repair or emergency equipment will be at the lessee's expense.

**6.9.6.** There shall be no new permanent fencing across the front of dwellings.

## **7. DEATH OF A JOINT OR SOLE LESSEE**

**7.1. The WLYH Administrator requires the following documents within 60 days of a lessee death:**

**7.1.1.** Community Property Agreement giving title to the survivor; or joint tenancy agreement with right of survivorship, if available.

**7.1.2.** Certified copy of Death Certificate.

**7.1.3.** The WLYH Administrator will file these documents in the lot file, and update the WLYH records as necessary.

**7.2.** Upon the death of a sole lessee, the WLYH Administrator will notify the heir in writing of the lease reassignment requirements. If the lessee's heir chooses to retain the lease, he/she must be qualified, (**per Rule 5.1** and its subsections), be approved by the Lease Review Committee, complete the appropriate paperwork, pay the Lease Transfer Fee, and have the lease assignment recorded with the Auditor at the Thurston County Courthouse.

**7.2.1.** Should the heir not qualify for the lease assignment, the home must be put up for sale within six (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 transfer. In the case of a site-built home, it must be sold to someone qualified to be a lessee. As soon as a potential lessee has met the eligibility, he/she must meet with the Administrator and obtain a Lessee's/Buyers Packet and a copy of the WLYH Rules & Regulations. (10/20/15)

## **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 to do so. Such a request must be received in writing by the Board at least thirty (30) 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 Board members.

- 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. The Board 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 HOMC by any WBCCI member. The HOMC will investigate and determine if a violation has been committed. In the event the HOMC determines that a violation has been committed by a lessee, these procedures will be followed:
- 9.1.1.** 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.
- 9.1.2.** If the offender does not comply within the required time, a letter of reprimand will be sent by Certified Mail, Return Receipt. Refusal to accept the letter is considered to have been informed and notified. (9/2/14)
- 9.1.3.** If the offender still does not comply within the required time, the matter will be referred to the Board for resolution or disciplinary action. Prior to the Board's proposal or resolution, the offender will be offered the opportunity to attend a closed-door hearing on the matter.
- 9.2. The Board may pursue one or more of the following 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. This may be the same requirement imposed by the HOMC. 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 15 days of the date of notification (See 9.1.1), a landscaping contractor will be hired to do the necessary work. The lessee will be required to reimburse the WLYH for this cost. (6/21/16)
- 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 within 15 days after notification. Each day upon which a violation continues to occur after notification will be considered a separate violation. Unpaid fines or reimbursements for remedial costs will be added to the lessee's next annual Housekeeping Fee which must be paid in full. (6/21/16)
- 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. Repeated violations of the Bylaws, Rules and Regulations or Policies of the Washington Land Yacht Harbor, Inc.
2. Failure to pay Housekeeping Fees or obligations to the WLYH.

Approved by the WLYH Board of Directors: January 6, 2015