

Community Rules

Whispering Pines Homeowners Co-op

**A Resident Owned
Manufactured Housing Community**

Owned and operated by: Whispering Pines Home Owners Co-op

Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules and regulations of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community appearance and its reputation in the community at large.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE. REF: RCW 5920

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST NOTIFY THE COMMUNITY IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, at.

Tina Kondo

Antitrust Division Chief, Deputy Attorney General

Office of the Attorney General of Washington

800 Fifth Avenue, Suite 2000

Seattle, WA 98104-3188

Tel: 206-464-6293

Fax: 206-464-6338

E-mail: tinak@atg.wa.gov

I. GENERAL RESPONSIBILITIES

- 1) The cooperative is responsible for:
 - a) All underground utilities
 - b) Snowplowing of roads
 - c) Maintenance of roads and common areas
 - d) All evergreen trees

- 2) The homeowner is responsible for:
 - a) Hooking up to utilities and maintaining connections
 - b) Upkeep of their lot
 - c) Maintaining approved landscaping including trees and bushes planted by homeowner
 - d) Obeying rules and regulations
 - e) Payment of lot rent on time
 - f) Prominently displaying the street number on the front of the home for emergency location (911)
 - g) All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid in full and a copy of the permit from the local governing body allowing removal of the home is given to the Co-op.

- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.

- 4) The speed limit in the community is Ten (10) MPH.

- 5) Discharge of firearms and any other dangerous weapon including but not limited to (bb guns, pellet guns, air gun, airsoft, bows, crossbows), is strictly not allowed, in accordance with local laws. This is a life safety issue!

II. OCCUPANCY

- 1) All housing units are to be owner occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's Bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed per house, is three persons per bedroom.

- 2) All community rents are due on the Fifth (5th) day of the month with a four-day grace period. All rents due after the 9th will be considered late. The Board may approve for certain circumstances (i.e.: disability check) a resident to set their due date to be the 15th day of the month with the same 4 day grace period. There is a Twenty-Five \$25.00 dollar late charge for rent received after the grace period. Cash is not acceptable for payment of rent. A returned check fee will be assessed \$ 25.00 over the current bank fees per check. No re-deposits will be made.
- 3) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative and the approval process for tenancy.
 - a) For sales of homes:
 - i) The letter will contain the agent's name, telephone number, and address;
 - ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
 - b) For removal of homes:
 - i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
 - ii) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
 - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
 - c) For homes to be moved in:
 - i) The Board of Directors requires written approval of all new and used homes prior to delivery.
 - ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community.
 - iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
 - iv) **Skirting -Shall be t-111wood, tin or vinyl or other approved Material and shall be installed within 30 days of occupancy**
 - v) **Desks and Porches shall be skirted within 60 Days of occupancy and made of the same material that skirts the home.**
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- 5) **Septic systems are not to be used for** disposal of grease, condoms, feminine napkins (including Tampax) children's toys, non-bathroom tissue and biohazard material. As a co-op member, you are an owner of all of our systems and premature failure of any system is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire repair.

- 6) Water must not be left running to prevent freezing, as it is costly and wasteful and could potentially create damage to the drain-field
- 7) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is making sure the water lines are properly insulated, and/or the proper use of thermostatically controlled heat tape. Don't forget to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until a repair is made.
- 8) Notify the Board of Directors if there will be **a change in the occupancy in your home of over 30 days**. The Board of Directors requires an Occupancy Agreement to be signed by an additional adult occupant as well as a criminal background check. Conviction for a felony in the last five years or for any offense requiring registration under "Megan's Law" (Registered Sex Offender) is grounds for rejection as an occupant or a member.
- 9) All homeowners are responsible for the actions of their guests, their children and their pets. Rules apply to all guests as well as the homeowner household.
- 10) Adults, children and pets are not to be on the property of others uninvited.
- 11) Homeowners will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. **This is a drug free community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction.**
- 12) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 8 AM.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, and neat and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks and skirting are to be kept in good repair so the appearance of the home and lot are attractive overall.
- 3) Steps to homes are to be wood, aluminum or pre-cast concrete. Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side.
- 4) Any new structure is to comply to the following standards:

- a) **may not exceed 120 (10x12) SQ foot –per local permitting laws**
 - b) That the roof is pitched, **and the peak does not to exceed eve on the home.**
 - c) Doors and windows stay in good repair and are able to be closed.
 - d) **Out buildings (sheds, garages, storage building etc.) will not be used as housing**
- 5) All buildings, additions, porches, sheds, towers, children’s play facilities, and decks are to have prior approval by the Board of Directors in writing and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town’s building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner’s file.
- 6) No pools beyond 24 inches deep are allowed in the community per Cooperative insurance. Trampolines may be used, temporarily during summer months; Proper usage is the responsibility of the owner and user. Trampoline walls and supervision are required.
- 7) Commercial signs are not allowed.

IV. SITES

- 1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home, is not permitted.
- 2) One (1) garbage can pick up per week is provided by the Co-op, anything beyond this is the homeowner’s responsibility. Garbage is to be kept in closed containers designed for that purpose and out of sight if possible.
- 3) Yards are to be kept, neat and free of debris. Lawns are to be kept trimmed and mowed, the grass no higher than 6”. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner’s expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No old furniture of any kind except for lawn furniture may be left around the home or at the front of the community.
- 5) Outside burning in an approved pit of yard debris and untreated wood is permitted; nothing else is to be burned. Gas and charcoal grills are permitted.

- 6) It is preferred to utilize natural privacy screening (such as Bushes and Shrubs) between spaces. These should be mutually maintained by the owners of the a joining spaces
- 7) The Board of Directors has final approval on fence construction.
- 8) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant or build. Keep in mind there are utilities and drainage infrastructure that may be affected.
- 9) Approval for planting, trimming and replacement of all trees is at the discretion of the Board of Directors. The use of Locate services is encouraged (dial 811 at least 2 days prior to digging)

V. VEHICLES

- 1) Any vehicle that has to be registered with the State, must have updated registration and tabs. Repair and maintenance of vehicles must be completed in 30 days.
- 2) Parking spaces will be allocated to each home. The number of cars should not exceed the number of Parking Spaces on your lot (3 or less). There is no parking on lawns. **Parking is not allowed on the streets due to emergency vehicle access.** If you expect guests move your vehicles or ask them to park in the pre-designated guest parking areas. You or you guest should not park on or in another residents space unless prior arrangement have been made. Noncompliance may result in towing at the owners expense.
- 3) There is to be no racing or inappropriate use of vehicles in the community.
- 4) The speed limit is Ten (10) MPH.
- 5) Overnight parking of vehicles with a gross vehicle weight (GVW) of over 20,000 pounds (i.e.; Class A motor homes, and commercial trucks) in the community requires prior approval of the Board of Directors.

VI. PETS

While the members of this community understand that pets are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Domestic pets: maximum of (2) two per household unless grand fathered prior to Co-op) are allowed in this community with restrictions.

Proper immunization licensing, flea control and general health is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed. Strays that you feed become your responsibility.

- 2) All Dogs and Cats will be spayed or Neutered and proof of such must be provided upon request of the Committee. All pets must have an Island County license and collar with identification. Per Island County code.
- 3) These dogs are prohibited:
 - a) Any dog with a history of aggressive behavior or biting.
- 4) Permitted dogs will either be restricted to their lot or walked on a leash. A **barking dog may not be left outside** for longer than ten minutes.
- 5) Cats are allowed to roam free provided they are not damaging any property of another homeowner. (i.e.: clawing holes in under home heating ducts or cat spraying of a car interior) Should this occur, the homeowner will remove the pet or restrain it to the inside of the home.
- 6) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.

VII. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the cooperative. The homeowner will pay these fees and costs, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

VIII. SEVERABILITY

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

IX. LIABILITY AND INDEMNITY

The cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due

or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

Except for gross negligence of cooperative, homeowners hereby release cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by cooperative under conditions of these rules and regulations or the laws of the State of Washington

Whispering Pines Home Owners Co-op Community Rules

Total 11 Pages – Approved on ___/___/___

By the Membership

Signed _____ Secretary of the Cooperative
(Signature above with printed below)

Printed _____

Community Rules Acknowledgement

I/we _____

residing at _____ have received and read a copy of the Community Rules.

By signing and dating this form, I/we understand and will obey these Community Rules. If we or any visitor or guest at our home or any member of our household does not follow the rules, I/we understand that this could be grounds for our eviction from the community.

Signature: _____ date: _____

Signature: _____ date: _____

This document to be kept on file, by the Secretary of the Board of Directors.