

# 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 for both the physical environment and the conduct of 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.
- Offer protection, safety and enjoyment to owners, residents and guests.

The Rules and Regulations work in conjunction with the governing documents of the Association. 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.

### **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
  - ▶ Manufactured home
  - ▶ Park model [RVIA approved]
  - ▶ Class A and C motor homes [RVIA approved]
  - ▶ Fifth wheel trailers [RVIA approved]
  - ▶ Travel trailer [RVIA approved][RVIA = Recreational Vehicle Industry Association standard]
3. All occupied residential units including RVs must be in new or like new condition, and are subject to inspection for acceptance and placement in the park by the Architectural Committee and approved by the Board of Directors. This also applies to any movement of a unit currently residing in the Park. The same approvals may allow a second RV to be stored on a parcel, but only one unit shall be occupied at any one time. Any unit less than 24 feet is not allowed to be occupied at any time.
4. Limitations on the maximum number of bedrooms within an RV appearing in Section 2.26 of the Condominium Declaration shall not be enforced by the Association.
5. All motor homes, 5<sup>th</sup> wheels, travel trailers, or park models sited in the park shall not exceed 890 square feet of floor area in Phases #1, #2 and #4. Phase #3 in the park allows for larger manufactured homes not to exceed 1188 square feet. All measurements are based on exterior dimensions of the structure.
6. All parcels shall have gravel, concrete or pavers under recreational vehicles and concrete or a Whatcom County approved foundation material under manufactured homes.

## **SECTION 2. VEHICLES & PARKING:**

### 1. Motor Vehicles

For the purpose of the Latitude 49 Rules and Regulations “motor vehicle” means EVERY vehicle that is self-propelled. Thus, “motor vehicle” also includes neighborhood electric scooters, motor bikes and golf carts. A powered wheelchair or an electric personal assistive mobility device is not considered a motor vehicle when operated by the owner for its intended purpose.

No more than (2) motorized vehicles may be parked within a unit/parcel (with the exception of a Golf Cart). Vehicles are not allowed to be parked on gravel areas because when entering the blacktop street, gravel pulled into the street damages the blacktop. All vehicles are to be properly registered with current tabs (with the exception of golf carts) and all vehicles must be fully operational. Recreational vehicles shall not constitute a motorized vehicle in this context.

- a. **The speed limit within Latitude 49 Park is not to exceed 10 miles per hour for all vehicles including golf carts.**
  - b. **Use of any type of motor vehicle within the Park by unlicensed drivers is prohibited.**
  - c. Children or pets are not permitted to sit on the driver’s lap while the motor vehicle is in motion in the Park.
  - d. Motorists must obey all signs.
  - e. Any style of ATV/UTV is not allowed to be driven on the roads within Latitude 49 Park.
  - f. Golf carts are permitted within the Park after completing and filing with the Management Company a *Registration of Motorized Vehicles* form [available in the Postal Building].
  - g. Golf carts must clearly display the Owner’s lot number on both the back and front of the vehicle or on both sides of the vehicle. If the golf cart is used in the Park after dusk, it must be equipped with fully operational head lights and tail lights.
  - h. Passengers in golf carts must be seated when the cart is in motion.
  - i. Golf carts are not allowed on sidewalks.
  - j. Golf carts are not allowed in the common areas.
  - k. A seat for each passenger is required.
  - l. Motor vehicles must be parked in a manner so as not to interfere with the free and safe movement of traffic. Motor vehicles are not allowed to be parked on the streets of the Park.
- ### 2. Bicycles
- a. The safe operation of bicycles by Owners, family members and/or their guests is the responsibility of the lot Owner.
  - b. Bicycles must be equipped with a headlight and reflectors if used within the Park after dusk.
  - c. Cyclists must obey all traffic signs and all road safety rules and not to exceed 10 mph.
  - d. Bicycles are not allowed in the commons area.
- ### 3. 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 is 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.

4. Guests shall park their motor vehicles only in authorized areas by making prior arrangements with the Management Company.
5. 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.** RVs may not be parked parallel to the road within the 10-foot setback for safety and visibility.
6. The covering of Recreational Vehicles is allowed provided the cover is neutral in color for aesthetic uniform appearance and shall be of a custom fitted design.
7. Guest Parking is in the unassigned spaces located around the clubhouse and commons buildings and are on a 1st come 1st serve basis. Parking in these areas are restricted to eight (8) hour intervals in a 24-hour period unless special permission is granted by the Board of Directors or Management on a special circumstance basis. Violators are subject to towing at the vehicle owner's expense.

### **SECTION 3. OWNERS /GUESTS AND VULNERABLE PERSONS:**

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

1. Well-behaved residents and guests are welcome in any commons building.
2. **When using any of the commons buildings at all times guests or visitors must be accompanied by an Owner/Tenant of the unit they are visiting.**
3. No unlicensed person shall drive a motorized vehicle 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. Bicycles, skateboards, roller blades, scooters or golf carts are not allowed in the commons areas or on another owner's property without the owner's permission.
6. Smoking and vaping 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.
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 pm to 8:00 am shall be observed in Latitude 49 with the exception of Association events held in the clubhouse.
10. Fireworks, and air borne incendiary devices are not allowed in the park.
11. The number of guests of an Owner that may use Latitude 49 amenities shall be limited to four [4] unless otherwise agreed upon by the Board of Directors or Management.
12. Exercise Room Rules are posted on the wall in the Exercise Room next to the Emergency Phone.
13. The use of drones in the park is not recommended because of privacy issues and noise.
14. Food or drinks are NOT allowed in the exercise room – Water only.

### **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 or awnings that would create a tent or storage shed other than for patio furniture.
3. All gazebos MUST be securely anchored.

#### **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 undermine the stability of the park, the elected Board of Directors, Park Management, or for the purpose of creating dissention among the owners in the park. Such action will result in a fine and loss of commons privileges.**
4. Harassment, intimidation, undermining, threats and/or entrapment of members of the Board of Directors, Park Management, Owners, or Association employees will not be tolerated. Such action will result in a fine and loss of commons privileges.
5. Printed material distributed by letter, email, electronic message board (i.e. Facebook, Twitter, etc.), 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.
6. No flag will be flown higher than the American flag anywhere in Latitude 49.
7. **The Association name Latitude 49 Resort Park shall not be used without approval of the Board of Directors.**

#### **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", "For Lease" and "For Rent" signs are specifically prohibited from being placed on parcels, except for the small clear real estate flyer display boxes. Real estate lock boxes are not allowed to be placed on any park gates or park fences.
3. Door-to-door solicitation is not permitted in the park.
4. No signs, memos, leaflets, pamphlets, 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. The glassed in display boards are utilized for park business information only.
5. Signage inhibiting the flow of traffic in the commons streets of the Park is NOT allowed.
6. The laundry room and the mail building have display boards available for owners to utilize for the purpose of posting Lost & Found flyers and For Sale, For Lease, and For Rent flyers.

#### **SECTION 7. OUTSIDE LIGHTING AND WINDOWS:**

1. Spotlights, floodlights, party or similar type high intensity lighting shall not be placed or utilized upon any parcel or the commons areas, which in any way allows light to be reflected on another parcel without the prior written authorization of the Board of Directors.
2. After market 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.
3. Religious and holiday decorations may only be displayed a maximum of one month (30-days) prior to the celebrated day and must be removed within one month (30-days) after the celebrated day.

## **SECTION 8. ANIMALS:**

1. No more than two (2) pets are allowed per household.
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 restrictive leash (this includes dogs & cats) not to exceed 6-feet when not within the confines of a recreational vehicle or manufactured home. Owners are responsible for controlling their pets at all times.
5. Any owner/resident who keeps and maintains a household pet in the condominium project thereby expressly assumes any and all liability for any and all action by the pet so maintained, whether or not the owner/resident had knowledge, notice or forewarning of the likelihood of such action.
6. 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.
7. 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.
8. **Pets shall not be allowed to relieve itself on any property except the pet owner's parcel.**
9. **Pets are not allowed on the commons grounds or in the commons buildings, with the exception of the streets.**
10. 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.
11. In the event of a dispute about another owner's right to maintain a household pet, the Board of Directors shall be the absolute and final decision of authority. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be subject to permanent removal from the complex. Mandatory removal of any pet will be required after the homeowner has been given two (2) written warnings and the third violation of these rules occurs.
12. 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 an 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 per household.
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 immediately after cycle completion.
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 latched, and the lights turned off prior to exiting the building.**
6. Owners, guests, and renters shall report any problems with laundry equipment to the management company.

► **POOL AND HOT TUB**

1. Pool & Spa Pool hours are 6:00 am to 10:00 pm.
2. Any person [owner/guest/tenant] entering the pool and spa area **MUST be wearing a Latitude 49 identification bracelet. Failure to wear the Latitude 49 identification bracelet in the pool/spa area will result in an IMMEDIATE \$100/Fine for each incident.**
3. Lot Owners, registered Tenants of Lot Owners, or guests properly conveying they have the right to be using the pool and spa agree to abide by the Park Rules. Owners are responsible for compliance of the Park Rules by their guests.
4. Each Lot Owner in the Park is allowed four (4) guest bracelets for use in the pool and spa area. The ID Bracelets are available from Park Management. Pool participants WITHOUT the bracelets will be asked to leave the pool.
5. Glass containers are not permitted in the pool area.
6. Guests using the pool **must be accompanied** by the Lot Owner or Registered Tenant of the Lot at all times. Owners and their guests must be considerate and respectful of all other people using the pool and spa.
7. The Pool Area is subject to the following additional rules, which shall appear in signage at the Pool Area:
  - a) If a child twelve years of age or less is using the pool, a responsible adult eighteen years of age or older must accompany the child and be at the pool or pool deck at all times the child uses the facility; and
  - b) If an individual between thirteen years of age and seventeen years of age is using the pool, at least one other person must be at the pool facility.
8. Persons lacking adequate swimming skills shall be accompanied in the pool by at least one person possessing swimming skills, regardless of age. Pool use by minor children shall be restricted only as specified in the following portions of Washington Administrative Code [WAC] *Operation of Water Recreation Facilities*: WAC 246-260-131(5)(b)(i)/(ii) and WAC 246-260-131(5)(c)(i). An activity schedule governing use of the pool use shall be posted within the pool area. The activity schedule may contain specific times of day during which “lap swimming” or “water aerobics” or similar activities may occur, when only persons capable of safely participating in such activities may be in the pool.
9. The Hot Tub spa area is subject to the following additional rules, which shall appear in signage at the spa area:
  - a) Cautioning that children under the age of six shall not use the spa pool;
  - b) Cautioning that persons suffering from heart disease, diabetes, or high blood pressure should consult a physician before using the spa pool;
  - c) Cautioning that women who are or might be pregnant seek physician's advice regarding using the spa pool;
  - d) Cautioning that everyone to limit the stay in the spa pool to fifteen minutes at any one session; and,
  - e) Posting the maximum bather capacity of the spa is limited to six [6] at any one time.
10. A person who is incontinent, suffering from diarrhea or not fully potty trained must wear appropriate “swim diapers” or other waterproof clothing when entering or being carried into the pool. Rules approved by the Centers for Disease Control [“CDC”] for the use of swim diapers shall govern this issue, and shall be posted in the pool area. (Owners will be held financially responsible for all costs incurred for having to clean the pool facilities as a result of contamination.)
11. Proper swimming suits are required in the pool and hot tub.
12. Each person must shower before entering the pool or hot tub.
13. All **pool users** must use the restroom in the Laundry Building, **NOT in the Clubhouse.**
14. All **pool users** must review and comply with additional rules and signs posted in the swimming pool and hot tub area.

15. The number of guests of an owner that may use the hot tub or the swimming pool at any given time shall be limited to four (4), unless otherwise previously agreed to in writing by the Board of Directors or Management.
16. **USE THE POOL AT YOUR OWN RISK. THERE IS NO LIFEGUARD ON DUTY.**

#### **SECTION 10. NOISY EQUIPMENT:**

1. Except for security alarm devices, equipment which emits disturbing sounds or loud noises shall not 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. The Lot # for each Unit/Lot in the Park must be posted in a clearly visible manner from the street side of each parcel. This is extremely important for Safety Reasons. When emergency service vehicles enter the Park, they must be able to clearly & quickly determine the Unit/Lot #.
2. Owners shall maintain all portions of their parcel(s) in a neat and trimmed fashion at all times. Do NOT place items For Sale or set them out as Absolutely Free on display on your Lot.
3. Owners shall be responsible for the removal and proper disposal of all landscaping or yard waste, rubbish, trash and household garbage.
4. Rubbish trash and garbage shall not be burned nor allowed to accumulate on any parcel.
5. 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.
6. 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- ]
7. 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.
8. Vegetation used as a screening fence or hedge shall not exceed six (6) feet in height and shall maintain a clear visible divide between each planting of 12 inches and shall further be subject to fence location rules as detailed in the Declaration [see Declaration 6.1.7, pg -12-]. For safety reasons, a clear vision of the roadway shall be maintained on the corners of all property at the intersection of two streets. Shrubs on lot corners shall not exceed three (3) feet in height for safety reasons. **No bamboo fencing is allowed.**
9. Moss is not allowed to grow on roof of sheds, recreational vehicles, driveways or other structures on any parcel.
10. Recreational vehicles, fences, sheds or other structures shall not go in need of paint.
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. 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.
13. 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 a parcel to become unsanitary, a fire hazard, unsightly, offensive or detrimental to the parcel, other parcels, the park or neighborhood.
14. Only tarps in neutral color [i.e. gray, black or brown] are permitted within Latitude 49. No color [i.e. blue or green] tarps allowed.

15. Tarps shall not be used as permanent roofing material. Usage of tarps as a roofing deterrent in an emergency situation [i.e. roof leak] shall not be used in excess of 30-days.
16. Electrical pedestals and transformer boxes shall be properly painted and maintained.

## **SECTION 12. TRASH COMPACTOR & SEASONAL DUMPSTER :**

### **► Trash Compactor**

1. Lawn furniture, window shades, window blinds, curtains, televisions, electronic equipment, other household furniture, appliances, barbeques, tree limbs, construction materials including treated lumber, anything flammable, hazardous, combustible, explosive, or incendiary materials, motor oil, paint, anti-freeze or other contaminants shall NOT be placed in the trash compactor. Any violation of this rule and illegal disposal of items will result in an immediate fine of \$250 to the Lot/Unit owner as an illegal dump results in direct additional hard cost garbage disposal expense to the association.
2. All garbage, including 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. Only bagged household garbage and bagged yard waste is allowed in the compactor. Violators will be fined.
3. No trash or any items shall be left in or around the fenced trash compactor area.
4. **It is prohibited to bring in garbage from outside the park for disposal.**
5. **ONLY disposal of household garbage from your Lot is allowed. Absolutely no garbage is to be brought in from outside of the Park for disposal.**
6. Close the gate securely after exiting the area.
7. Children shall not play near or be allowed to deposit trash in the trash compactor.
8. Animals are not allowed to be unattended in the trash compactor area.
9. Latitude 49 shall not be held liable for injuries sustained when using the trash compactor. Use of this equipment is at your own risk.
10. 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.

### **► Seasonal Dumpster**

1. The items listed here shall NOT be placed in the seasonal dumpster:  
Mattresses, box springs, concrete, tires, roofing materials, appliances (which include freezers, refrigerators, televisions, microwave ovens, barbeques, lawn mowers, electronic equipment), household furniture, tree limbs, construction materials including treated lumber, anything flammable, motor oil, anti-freeze, paint, pesticides, wet or dry chemicals or other contaminants.
2. No trash or any items shall be left in or around the outside of the seasonal dumpster area.
3. Close the gate securely after exiting the area.
4. Children shall not play near or be allowed to deposit trash in the seasonal dumpster.
5. Animals are not allowed to be unattended in the garbage disposal area.
6. Latitude 49 shall not be held liable for injuries sustained when using the seasonal dumpster. Use of this equipment is at your own risk.
7. If an owner is found to be responsible for damage to the seasonal dumpster, they shall be held liable for the total cost of parts and repair.
8. Any item placed inappropriately in the seasonal dumpster will result in the offending Lot Owner being assessed an immediate infraction penalty together with the cost of disposal of said inappropriate item.



### **SECTION 13. USE OF THE COMMONS BUILDINGS :**

1. All routine meetings/activities to be held in any commons building must be scheduled with Park Management and in coordination with the appointed Activities Committee Chairperson to ensure the building has not been previously scheduled for use and to place the rental on the Association's Calendar. Activities & Clubhouse Rental dates are posted on the Association Website electronic calendar.
2. The Clubhouse is the only commons building that may be rented. Only Lot Owners may rent the Clubhouse. If the Clubhouse is rented by a Lot Owner, tickets for attendance at the rental event may not be sold as this would be considered a commercial event. [See Section 5 of the R&R's]
3. Rules for use of each of the commons buildings [postal office building, activities building, pool room, main clubhouse building] are posted on a plaque hung in each of the buildings. FAILURE TO COMPLY with the Room Usage rules will result in an immediate \$250 Fine assessed to the violating Lot Owner.
4. After each use of the commons buildings, they must be left neat and cleaned promptly at the conclusion of the event. Turn off all lights, close all doors, shut and latch all windows, remove and dispose of all garbage to the compactor.
5. The Association is not responsible for any accident, stolen or lost items during an event or meeting, held in the commons buildings.

### **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. [See Architectural Section 21(B) for information addressing propane tanks requiring submission of an Architectural Form for approval]

### **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. RESTRICTED USE OF LOTS [180-DAY LOTS/UNITS]**

1. \*\*REMINDER TO RESTRICTED LOT/UNIT OWNERS \*\* 180-day Lots may only be occupied for no more than 180-days within any twelve-month period in accordance with the Declaration. Whatcom County mandates that the Board of Directors monitor and control these requirements.
2. Non-compliance violations of the 180-day residency regulation on restricted lots will result in a \$1,000 Fine being assessed against the violating lot/unit for each month of non-compliance. All legal fees and costs expended by the Association in enforcement of the governing documents under Whatcom County's imposed occupancy restrictions will be assessed to the violating lot/unit owner and may result in a Lien being recorded against the real property and foreclosure proceedings.
3. In the effort to assist 180-day Lot/Unit owners in tracking their days in the Park, a monthly 180-day Lot Occupancy Form is available for your use in the Mailroom.

**SECTION 17. RENTALS:**

1. **\*\*REMINDER TO RESTRICTED LOT OWNERS RENTING THEIR LOT/UNIT \*\***  
180-day Lots may only be rented or occupied for no more than 180-days within any twelve-month period in accordance with the Declaration.
2. 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 Management shall be provided copies of all leases, together with current tenant contact information. 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- ]
3. The Unit/Lot Owner is required to immediately provide a copy of the current Rules & Regulations of the association to the Lessee
4. A Lot Owner who rents their unit without written notification to the Board/Management Company and failing to provide a copy of the executed Lease agreement shall be subject to an immediate fine for non-compliance from the Association in the amount of One Thousand (\$1,000.00). Continued non-compliance in providing the Lease information to the Board/Management Company will result in a like fine of \$1,000 each month until compliance.
5. 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 for any violation of the Lease/Rental restrictions.

**SECTION 18. MISCELLANEOUS:**

1. Replacement gate cards are available from park management at a charge of \$20.00 U.S. Funds per gate card/FOB key, payable to Latitude 49 Resort Park Association.
2. **Speed limit throughout the park is 10 miles per hour for any motorized vehicle.**
3. It is the responsibility of each owner in the park to provide current address, and emergency phone contact information to park management.
4. All lot owners are limited to six [6] gate keys per lot.
5. The Lot/Unit Number must appear clearly visible on the Unit from the street. [This is an IMPORTANT safety issue for emergency service personnel].

**SECTION 19. ASSESSMENTS AND FINES:**

1. The common area assessments are due each month on the first (1<sup>st</sup>) day of the month. They become past due on the fifteen (15<sup>th</sup>) 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, or failure to adhere to non-compliance letters, 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.
<b>ILLEGAL DUMPING FINE</b> ** Illegal dumping in compactor, seasonal dumpster or surrounding area will result in an immediate \$250 Fine	\$250.00 Immediate Fine
<b>VIOLATION OF RESTRICTED LOT USE [180-day]</b> ** Failure to comply with 180-day lot occupancy stipulation in the Declaration for restricted lots will result in an immediate \$1,000 Fine. Each month of continued non-compliance will result in an additional \$1,000 fine being assessed to the violating lot owner until compliance is achieved.	\$1,000 Immediate Fine
<b>VIOLATION OF POOL RULES</b> **Failure to wear the Latitude 49 identification bracelet in the pool/spa area will result in an IMMEDIATE \$100/Fine for each incident.	\$100.00 Immediate Fine/each incident
<b>RENTAL VIOLATION</b> ** Renting without providing copy of Lease Agreement to Board/Management Company Will result in an immediate \$1,000 Fine	\$1,000 Immediate Fine
<b>STOP WORK ORDER</b> ** Failure to comply with posted Stop Work Order on Lot/Unit will result in an immediate \$1,000 Fine. The posted Stop Work Order Notice may NOT be removed until the matter is resolved.	\$1,000 Immediate Fine
<b>ROOM USAGE VIOLATION</b> ** Failure to comply with Room Usage rules will result in an immediate \$250 Fine assessed to the violating Lot Owner.	\$ 250 Immediate Fine
Violation of Rules and Regs, Declarations or Bylaws.	<b>WARNING LETTER</b> \$100.00 1 <sup>st</sup> occurrence \$250.00 2 <sup>nd</sup> occurrence \$500.00 3 <sup>rd</sup> and subsequent occurrences
Continuing Violations	\$100 for 1 <sup>st</sup> day in which violation occurs following issuance of Warning Letter and up to \$200 per day thereafter, actual amount to be at Board's discretion based on severity, effect on community, efforts by owner to cure, and related factors.

Note: The term "continuing violation" means a violation that continues without cure (e.g. failure to keep lot in sanitary condition) or that frequently reoccurs (e.g. excessively noise from animal (barking dog)). The Warning Letter shall identify whether the violation will be deemed a continuing violation if remains uncured.

**The subsequent items addressed in the Rules & Regulations require submission of an ARCHITECTURAL REQUEST FORM for review and authorization prior to commencing work on the proposed improvement and remain subject to Schedule of Fines noted hereinabove.**

**SECTION 20. PARCEL IMPROVEMENTS:**

1. An improvement or repair is any permanent or temporary 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 Request Form. They are available in the mailroom, or online at [www.Latitude49ResortPark.com](http://www.Latitude49ResortPark.com). The form in its entirety must be completed and submitted to the Architectural Committee for review. Approval must be first obtained prior to changes or commencement of construction. Failure to procure approval will result in a fine.
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 Architectural Committee has been notified the owner is ready for inspection. 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. The existing grade of any parcel in the park shall not be altered in any way without first submitting a request to the Architectural Committee.
6. Construction must be completed as specified on the approved Architectural Request Form. Any deviation from the approval is subject to the removal of unauthorized changes.
7. 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 [Stop Work Order] will be issued to the Lot Owner. This notice will be posted on the property and may not be removed until the matter is resolved. **Removal of the posted Stop Work Order notice prior to approval by the Board of Directors allowing work to resume on the Lot will result in an immediate \$1,000 fine.** From the time the Stop Work Order notice is Posted, no further work shall be performed until the Lot Owner receives written approval from the Board of Directors allowing work to resume.
8. Submission of the Architectural Request Form authorizes a Board Member together with an Architectural Committee Member to conduct periodic inspections of the project as needed to ensure full compliance of all Association Rules & Regulations.

**SECTION 21. 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 22. 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 existing surrounding grade. The minimum roof pitch shall be 3:12. A maximum of 175 square feet of roof area is permitted. Gambrel roofs “barn style” are not allowed. 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 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 sheds 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 except for patio furniture.

**B. PROPANE TANKS:**

1. Propane tanks of not more than 100 gallons capacity may be placed within a parcel as long as they are concealed from view, and providing the location and the screening material used has been previously approved by the Board of Directors. [See 6.1.10 of the Declaration, page -12- ]

**C. PERGOLA STRUCTURES:**

1. Pergola structures are allowed in the park in conformance with Whatcom County requirements. Prior to putting up a pergola structure, submission of an Architectural Request Form and approval of said request must be first had and obtained before building of the structure.
2. Include in submission the method for secure anchoring stated in detail.

**D. 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 is allowed. 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 the existing grade or a deck that is being enclosed or covered requires a building permit from Whatcom County.
3. A deck over 30 inches in height requires a railing to be installed. [Whatcom County requirement.]
4. Covered decks shall not be occupied or used for storage except for deck furniture and BBQ grills.

**E. CARPORTS:**

1. A carport to accommodate one or two vehicles is allowed as long as the maximum height from the ground to the underside of the roof (trusses, rafters or joists) does not exceed 8 feet and the maximum ridge height does not exceed 11 feet, and providing its construction, size and placement are consistent with Whatcom County Standards. Only two (2) sides of a carport may be enclosed.
2. A carport requires a Whatcom County permit. A copy must be provided to the Architectural Committee, along with an Architectural Request Form.
3. Carports are for parking of vehicles. Carports are not to be utilized as a storage shed for items visible from the street. One side of a carport may be constructed to contain a storage closet no wider than three (3) feet providing it is totally enclosed with finished doors.

**F. AWNINGS:**

1. Awnings are allowed provided they are not longer than the RV or manufactured home and not more than eight (8) feet in width. An additional four (4) feet in width may be approved by the Board of Directors following inspection of the unit. All awnings, wood or aluminum, must be self-supporting or free standing [per current L&I regulations]. Wooden deck structures that are covered require a Whatcom County Building Permit.

**G. 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.

**H. FENCES:**

1. Fences shall not exceed six (6) feet in height above existing grade. Fences shall not be located closer than ten (10) feet to any roadside parcel boundary. Fences are not to impede access from the road to electric and gas meters [ see 6.1.7 of the Declaration, Page -12- ].
2. Six (6) foot high solid fences are not permitted to encompass the entire perimeter of the lot/unit. Fences on the street side of a lot/unit may be six (6) feet in height, but must contain a lattice, louvers or vertical spaced members in the upper one (1) foot of the fence.

**I. 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. Vehicle parking on the dirt or grass or gravel/rock is not permitted.
3. A minimum area of 324 sq. ft. of a parcel is required to be reserved for vehicle parking. This area must be either concrete or pavers, gravel is not allowed for this purpose.

**J. SKIRTING:**

1. Occupied structures that are on a permanent or semi-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.

**SECTION 23. SET BACKS:**

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 permanent structures to be located closer than 10 feet from the roadside boundary and 5 feet from the rear and side setback boundaries.
3. The intent of the above is to provide a ten foot (10) separation of occupied units as required by the County.

*Adopted by the Latitude 49 Board of Directors*

***Effective Date: 01-01-25***