

## Evergreen Estates Homeowners Cooperative

### COMMUNITY RULES

#### I. GENERAL RESPONSIBILITIES

- 1) The cooperative is responsible for:
  - a) All underground utilities.
  - b) Maintenance of roads, including clearing, when needed, of common areas.
  - c) Maintenance of common areas, including difficult to mow hillsides.
  - d) Maintenance of common area trees, as identified and mapped by the EEHC Board.
  - e) Utility poles and maintenance of streetlights.
  - f) Enforcement of the EEHC Community Rules.
- 2) The homeowner is responsible for:
  - a) Payment of space rent, water, and sewer on time, whether the home is occupied or unoccupied.
  - b) Activation of utilities and maintaining the service.
  - c) Maintenance of community area immediately adjacent to and surrounding the owner's home.
  - d) Care and maintenance of walkways and driveways to the owner's home.
  - e) Maintenance of landscaping including trees, shrubs, plantings, planting beds, and flowers planted by the homeowner immediately adjacent to the owner's home.
  - f) Prominently displaying the home's identifying number on the front of the home for emergency location (911).
  - g) Obeying EEHC community rules and regulations.
  - h) Assuming payment of all state and local taxes. A homeowner may not relocate their home unless all taxes are paid and a copy of any necessary permit(s) from the local governing body allowing the relocation of the home is received by the EEHC Board.
- 3) All homeowners are liable for damages, injury or loss incurred in their homes and adjacent community property. Homeowners are ***strongly encouraged*** to carry homeowner's and flood insurance.
  - a) Discharge of firearms on EEHC property is strictly prohibited. This is a life safety issue! Target practice with BB guns or archery equipment is also prohibited.
  - b) Homeowners assume supervision of the use of the common area adjacent to their home that comply with EEHC rules and regulations.
  - c) For liability and safety reasons, detonation of fireworks, of any kind, is not permitted within the boundaries of E E H C .

#### II. OCCUPANCY

All housing units are to be owner occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's bylaws. To promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed is the greater of two per bedroom or four per home. Resident understands the community is a 55 and over community where no residents below 40 years of age are allowed and at least one owner in the home is over 55 years of age.

- 1) All lot rents are due on the first (1st) day of the month. There is a Twenty (\$20.00) dollar late fee for rent received after the tenth (10th) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed of twenty dollars (\$20.00) per check, over the current bank fees. No re-deposits will be made.

- 2) Any homeowner wishing to sell or remove their home is required to give thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative as a condition of allowing the home to remain in the community.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. The board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident, in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

If the Cooperative is owed money by the resident, the Board of Directors will sign a deed, as requested but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's home for those amounts due and owing the Cooperative. The deed should only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative, if not the Buyer will be on notice of the lien and the Cooperative may collect it against the home despite the transfer.

***The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this Corporation:***

A.1 Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by statute), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.

A. 2 Notwithstanding rights of the Corporation under state law, any holder of an Eligible Loan, which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Rent and Other Charges owing by a Member under an Occupancy Agreement, shall **not** be required to advance more than six (6) months of Rent and Other Charges, and the Corporation's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after **all** amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

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.
- iii) If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with state law.

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 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) All work must meet the minimum standards set by state law.
  - v) Skirting shall be T-111 wood, tin, aluminum, vinyl, or other approved material and shall be installed within 30 days of occupancy.
  - vi) Decks and porches shall be skirted within 60 days of occupancy and made of the same material that skirts the home or of wood, vinyl, tin or of material approved by the Board.
- 3) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed. Materials cannot be stored in view of community.
- 4) Sewer systems are not to be used for disposal of grease, condoms, feminine napkins (including tampons) children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a co-op member, you are an owner of our systems and premature failure of sewer lines or pumps 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 cost of the repair.
- 5) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. Currently, the standard method is by heat tape. You are required 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 such time as a repair is made. If the damages to the co-op's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 6) Notify the Board of Directors if there is a change in the number of occupants in your home that exceeds fifteen (15) days. In all cases, the total number of occupants shall not exceed the Cooperative's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult occupant must meet the co-op's Criminal Background Criteria. Occupancy may NOT exceed limits set for the home-site (lot). If the additional occupant does not undergo the background and credit check, they must leave for 60 days and if they return, the 15 days start over.
- 7) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 8) There will be no trespassing on other home spaces.
- 9) Residents and guests 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, with prosecution to the fullest extent of the law.
- 10) A moderate noise level from radios, electronic equipment, vehicles, and parties is always expected. Quiet hours are from ten until eight (10 P M to 8 AM).

### III. **BUILDINGS AND STRUCTURES**

- 1) Generally, set up of homes, construction of appurtenances (including fences) storage buildings, improvements or home modifications of any type require written approval of the Co-op prior to installation. In granting such approval, Co-op may require that reasonable conditions be met regarding height, size, workmanship, construction materials and finish, to provide for quality construction and aesthetically pleasing exterior appearance of the improvements and for the safety and welfare of Evergreen Estates and its residents.
- 2) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 3) Accessory buildings, porches, decks, and skirting are to be kept painted and in good repair, so the appearance of the home and lot are attractive overall. No board permission is required to repair existing accessory buildings.
- 4) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with a hand railing on the opening side and in accordance with local building codes. No board permission is required to repair existing stairs.
- 5) Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
  - a) may not exceed 200 sq ft and must be located 6' from any structure.
  - b) roof is pitched (existing roofs do not require approval for repair).
  - c) doors and windows stay in good repair and can be closed.
  - d) must not impede removal or replacement of home.
  - e) shall not be used as housing.
- 6) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request, and are to comply with the city 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 city's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 7) Pools and trampolines are strictly prohibited.
- 8) Commercial signs are not allowed.
- 9) Each home shall have rainwater gutters with downspouts or chains.

### IV. **SITES**

- 1) Freestanding clotheslines are permitted.
- 2) Rubbish removal is the homeowner's responsibility. Rubbish 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. If the Lessee allows their lawn, landscaping beds, plants, trees, driveway to become unsightly or allows accumulation of materials or debris, the Co-op may have such lawns mowed or trimmed, beds weeded, plants trimmed, or unsightly materials or debris removed at the expense of Lessee. Such expense shall be a minimum of \$50 per incident or Co-op's cost, whichever is greater.
- 4) Materials, appliances, debris, and recreational items of any kind shall not be stored or permitted to accumulate on any porches, decks, driveways, carports, or part of a lot exposed to view. Storage of all materials, appliances, and recreational items must be inside the home or in approved storage buildings only.

- 5) Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede all applicable fire codes.
- 6) Fences may be used for decorative purposes only and no higher than six (6) feet. Any concrete retaining walls require approval of the Board of Directors. The Board of Directors has final approval on fences and may seek input from affected neighbors in approving or denying a planned fence.
- 7) 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! DIGSAFE regulations apply.
- 8) Prior written approval by the Board of Directors is required for planting, trimming and replacement of all trees or plants currently or expectedly over 5 ft in height. When approval is required, the board shall be provided a landscaping sketch or map of proposed plantings, trimmings, or removals.
- 9) Because it contributes to excessive storm water run-off, use of impermeable materials (such as visqueen) to deter weed growth in landscaping and rock beds, is not permitted.
- 10) Exterior antennas and satellite dishes larger than 25 inches are not permitted.
- 11) Co-op shall have the right to enter any lot within the community, at any reasonable time, for maintenance of utilities and to ensure compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and rules of our community.

#### **V. VEHICLES**

- 1) All vehicles must be registered with the Co-op. Only operative, currently licensed, conventional automobiles and motorcycles are allowed. A maximum of two (2) vehicles shall be permitted for each household. Trucks, buses, or other large vehicles are allowed into the community for special delivery purposes only, such as moving or delivery of merchandise, but are not allowed to be driven regularly or parked in the community.
- 2) There is no parking on lawns.
- 3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) An eight (8) mile per hour speed limit is to be always observed. Major vehicle repair (repair that takes more than 2 hours to complete) and painting of vehicles is not permitted in the community. Vehicles that leak any fluid may not be parked in Evergreen Estates at any time. Residents will be held responsible for damage to pavement and driveways, or any damage done to the environment due to dripping fluid. Any vehicle that is not operative (including flat tires) or not currently licensed, must be removed.
- 6) Overnight parking, in the community, of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds requires prior written consent of the Board of Directors. The Board of Directors may additionally approve overnight parking for any vehicles in gravel spaces, as available.
- 7) Permanent parking of trailers, campers, motorhomes, watercraft, or other unusual vehicles in the RV storage area requires Board approval and is on an as-available basis costing \$25 a month.
- 8) Parking on the street within Evergreen Estates is prohibited after 10 PM and before 6 AM.

## **VI. ANIMALS**

While the members of this community understand that companion animals are personally pleasurable and important family members for people, not everyone shares this. The following rules are intended to create a healthy and safe environment *for everyone*.

- 1) Domestic pets are allowed in the community with restrictions. A two-pet household maximum, however, a variance can be given with Board approval. Placement of farm and wild animals on any cooperative property is not allowed.
- 2) Proper animal immunizations for pet health are an important responsibility of the homeowner for the creation of a healthy environment for other community pets and humans. Although immunizations are voluntary, they are strongly encouraged by the EEHC Board, including rabies vaccination. Rabies vaccination is required for a City of Centralia dog license which is also encouraged.
- 3) Aggressive animals will not be tolerated in EEHC. Any known incident of aggressive behavior toward other animals or human residents such as nipping, citing, hissing/scratching will be documented by the EEHC Board. A written and verbal warning will be given to the animal's owner documenting the aggressive behavior. Persistent aggressive behavior by the same animal may result in the removal of the animal from EEHC.
- 4) These general categories of dogs are prohibited:
  - a. Any dog over 40 pounds.
  - b. Any dog or dog breed with a history of aggressive behavior or biting.
- 5) DOGS: Accepted dogs will be restricted to their owner's fenced yard, to the cooperative common area immediately adjacent to the dog owner's home or walked on a leash. A barking dog may not be left outdoors for longer than ten (10) minutes without intervention to stop the barking. For homeowners entertaining guests with dogs, the guest dogs MUST adhere to the same rules as resident dogs.
- 6) CATS: Accepted cats will be restricted to the owner's home as indoor cats. Homeowners who choose to permit their cat outdoors must adhere to the same animal supervision rules as dog owners. All new residents with cats or any new cat joining a home must be restricted to the owner's home as an indoor cat. Existing cats, if a nuisance, will be restricted to being an indoor cat or the owner's will be fined twenty (\$20) dollars for every infraction of the rule.
- 7) All solid waste outside of the dog or cat's yard, in the cooperative's common area or neighboring yards, is to be picked up by the owner immediately and disposed of in the proper manner. Solid waste within a fenced yard or immediately adjacent to the owner's home must be picked up before causing a nuisance or disturbance to neighbors.
- 8) Resident's may request a waiver in "VI. Animals" section of the community rules by submitting a Request for A Reasonable Accommodation (i.e. size of a service dog).
- 9) All animals will be photographed, and the picture will be put in owner's file. If you get a replacement animal, you need to make sure and provide us with a new photo.

## **VII. REQUESTS F O R REASONABLE ACCOMODATION**

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the board shall be subject to revocation at the sole discretion of the board.

## **VIII. 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. These fees and costs will be paid by the homeowner, 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.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Cooperative and a partial owner of the Cooperative. The term legal action shall include any civil action brought before a court of law and any action or claim brought before a Board, administrative agency, or other such body.

## **IX. SEVERABILITY**

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

## **X. 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 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.

## **XI. AMENDMENT**

These rules may be amended at any time by a majority of those present at meeting of the cooperative membership where quorum has been established or by means of a community ballot.