### Community Rules

Duvall Riverside Village

A Resident Owned

Manufactured Housing Community

**Visit our website at:** [**http://www.duvallriversidevillage.coop**](http://www.duvallriversidevillage.coop)

**Email the board of directors at:** **duvallriversidevillagecoop@gmail.com**

**Owned and operated by: Duvall Riverside Village Co-op**

**May 2016**

# 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: Chapter 59.20 RCW.**

**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 ANDTHE HOUSEHOLD MEETS THE RULES AND QUALIFICATIONS OF THIS COMMUNITY. YOU MUST NOTIFY THE BOARD OF DIRECTORS 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**

**I. GENERAL RESPONSIBILITIES**

1. The cooperative is responsible for:
	1. All underground utilities
	2. Snowplowing of roads
	3. Maintenance of roads and common areas including un-mow able hillsides
	4. Common area trees
2. The homeowner is responsible for:
	1. Hooking up to utilities and maintaining connections
	2. Upkeep of their lot
	3. Maintaining approved landscaping including trees and bushes planted by homeowner
	4. Obeying rules and regulations
	5. Payment of lot rent/utilities/fees on time
	6. Prominently displaying the lot number on the front of the home for emergency location (911)
	7. 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 and a copy of the permit from the local governing body allowing removal of the home is given to the Co-op.
3. . Homeowners are strongly urged to carry homeowner’s insurance. If homeowner does not have their own insurance, they may be assessed by the Co-op for any harm caused by the homeowner’s negligence or misconduct. The speed limit in the community is Five (5) MPH.
4. Discharge of firearms and any other dangerous weapon, is strictly not allowed,in accordance with local laws. This is a life safety issue!

**II. OCCUPANCY**

1. All housingunits 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 two persons per bedroom.
2. All community rents/utilities/fees are due (payable to Duvall Riverside Village Co-op) on the first (1st) day of the month with a five-day grace period. There is a twenty-five ($25.00) dollar late charge for payments received after the grace period. Cash is not an acceptable form of payment. In addition to the twenty-five dollar ($25) late fee a fee of three dollars and fifty cents ($3.50) per day will be charged beginning the second day after the grace period, until paid in full. Checks returned for non-payment after the grace period will be considered late and subject to late fees as noted above. Returned checks will alsobe assessed $ an amount equal to the current returned check bank fees per check.
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.
	1. For sales of homes:
		1. The letter will contain the agent’s name, telephone number, and address;
		2. The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
	2. For removal of homes:
		1. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
		2. In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
		3. The lot is to be cleared of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
	3. For homes to be moved in:
		1. Written approval, prior to delivery, is required by the Board of Directors to bring in a new or used manufactured home into the community
		2. The Board of Directors reserves the right to inspect and view any used home before moving into the community.
		3. If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
		4. Skirting -Shall be t-111wood, tin or vinyl or other approved Material and shall be installed within 30 days of occupancy
		5. 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.
4. Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed. Materials must be stored out of sight of community.
5. Sewer systems are not to be used for disposal of grease, condoms, feminine napkins (including tampons) 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. 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 properuse of thermostatically controlled heat tape.Do not 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.
7. Notify the Board of Directors if there is a change in the occupancy in your home of over 30 days. The Board of Directors requires an Occupancy Agreement to be signed by any 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. Board of Directors must receive written notice when additional occupants move out of the community.
8. Homeowners are responsible for the actions of their guests, children and pets. Rules apply to all guests as well as the homeownerhousehold.

1. Uninvited adults, children and pets are not to be on the property of others.
2. 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.
3. A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times, with the exception of quiet hours which are 10 PM to 8 AM.

**III. BUILDINGS AND STRUCTURES**

1. All homes need to be maintained in good condition, skirted, clean, neat and properly painted in keeping with the general appearance of the community.

Any exterior color changes must be neutral colors and approved by the Board in advance.

1. Accessory buildings, porches, decks and skirting are to be kept painted and/or stained. They are to be kept in good repair.
2. 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.
3. Only one utility building or garage is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
	1. may not exceed 200 sq feet E.G. (10X20) per local permitting laws
	2. the roof is pitched, and the peak is not to exceed eave of the home.
	3. doors and windows stay in good repair and are able to be closed.
	4. permanent garages, in lieu of storage sheds, that would not impede removal or replacement of current or future home may be allowed, if approved permitting and regulations are followed.
	5. out buildings (sheds, garages, storage building etc.) will not be used as housing
	6. garden tool storage units are permitted. No more than one of each are allowed. They must be no larger than 3x5 for horizontal and 2x4 for vertical. They must be of good quality, comparable to Rubbermaid and Suncast. See examples.

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1. All buildings, additions, porches, sheds, radio 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.
2. Kiddy pools are the only pools permitted in the community. They are to be stored in the off-season.
3. No outdoor trampolines are permitted.
4. Commercial signs are not allowed.
5. Decks are to be kept tidy, clean and organized
	1. Only furniture intended for outdoor use is acceptable on decks, porches and lawns
	2. Permanent roofs, deck umbrellas or professional grade retractable awnings are permitted on or over decks
	3. Umbrellas/awnings are to be kept in good condition. Tattered or torn ones are not acceptable
	4. No more than two (2) umbrellas per lot are permitted

1. Canopies or other temporary structures are allowed for special occasions. They are to be taken down and stored within forty-eight (48) hours following event

**IV. SITES**

1. Freestanding clotheslines are permitted. Stringing lines between trees and/or the home, is not 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. Lots are to be kept neat, clean and free of debris and trash. 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 furniture, except for lawn furniture may be left outside the home.
5. Outside burning of leaves, rubbish, etc. is not permitted.
6. Gas, charcoal grills and portable fire pits, in good condition, are permitted. Permanent fireplaces and barbecue pits are not permitted.

1. It is preferred to utilize natural privacy screening (such as bushes and shrubs) between spaces. The plants shall be maintained by the homeowner who did the planting.
2. Dog fences, runs, and enclosures are allowed only by approval of the board. Any member intending to build such a structure must submit plans to the board who will determine if the size and construction are acceptable to the Co-op.
3. 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, including reading of meters..
4. Before digging or planting deeper than twelve (12) inches, call 811. State law (RCW 19.122) requires homeowners to call 811 and have utilities located prior to any excavation over 12” on private property. Any damage caused to public or private utilities due to failure to call 811 will become the liability of the individual homeowner.

1. Approval for planting, trimming and replacement of all trees is at the discretion of the Board of Directors
2. Children’s toys and bicycles are to be properly stored when they are not in use. They are not to be left in common areas, streets or other homeowner’s yards.

**V. VEHICLES**

1. Unregistered and/or un-inspected motor vehicles are not allowed in the community. No major vehicle repair, including auto body work or painting of vehicles, is to be performed in the community. Tire changes and minor actions such as adding or changing fluids are permitted. No project or parts vehicles are permitted.
2. Parking spaces will be allocated to each home. The number of cars should not exceed the number of Parking Spaces on your lot). 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 elsewhere. You or your guest should not park on or in another resident’s space unless prior arrangements have been made. Parking is available next to the office, the Park and Ride, and several streets off of the co-op’s property. Parking on the trail at the bottom of Cherry Street is discouraged, due to the fact that emergency vehicles need that area to get to homes at the far north end of the property.
3. There is to be no racing or inappropriate use of vehicles in the community.
4. 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.
5. The north end of the property near the office is for RV and Boat and Cargo trailers. Vehicles must be registered with the Board. All Vehicles stored within the Co-op: RV’s, utility, cargo, boat trailers and boats must have current registration and be in moveable condition. The outward appearance of stored vehicles needs to be maintained in reasonable condition. Storage availability is not guaranteed. Prior approval must be received from the Board prior to any vehicle, boat storage. All vehicles must be owned by a Co-op Member or a Member household occupant. Vehicle(s) must be removed from Co-op property at the time of owners’ departure from the community.

**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. Farm and wild animals are not permitted in the community.
2. A maximum of two (2) domestic pets per household are allowed. Pets must be well-behaved dogs and/or cats. Keeping of small birds and aquarium fish are permitted
3. All animals shall be registered and inoculated as required by the City of Duvall and King County Animal Control. Pets must be registered with the Co-op through the Membership Committee
4. Permitted dogs are restricted to their lot or are to be walked on a leash,per City of Duvall leash law. Dogs may not bark for more than 10 minutes, whether indoors or outdoors.
5. Cats may roam free provided they do not damage other’s property, including common areas.. (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. The owner of any animal maintained in Duvall Riverside Village shall exercise appropriate control over the animal, and shall clean up after such animal and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for such animal to remain anywhere within the common areas, and shall at all times keep waste substances associated with animals in closed containers within the Lot
7. Any homeowner who keeps or maintains any animal upon any portions of the property shall be indemnified and agreed to hold Duvall Riverside Village Co-op, all other homeowners free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the community
8. Duvall Riverside Village Co-op and/or Board may at anytime require the removal of any animal which it finds is or has become an unreasonable source of annoyance, and may exercise this authority for specific animals even though other animals are permitted to remain

**VII. ATTORNEY’S FEES AND COSTS**

In the event 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 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. The Cooperative shall not be liable 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

Duvall Riverside Village Co-op Community Rules

Total 11 pages – Amended and Approved on May 21, 2016



May 2016

### 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.

May 2016