

Discovery Bay Resort Rules

Guidelines & Rules Effective April 2010 Revised September 30, 2019

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1. NAME AND ADDRESS

- 1.1 **Name.** The name is The Discovery Bay Resort
- 1.2 **Address.** The principal office of the Discovery Bay Resort is found at 276875 U. S. Highway 101, Gardiner, WA 98382. The mailing address is P. O. Box 3758, Sequim, WA 98382.

2. PURPOSE

- 2.1 **Declaration of Authority.** The Discovery Bay Resorts Covenants, Conditions and Restrictions (CC&R) Article I, Section 3 allow for Association Rules. These rules are adopted by the Leaseholders Association Board of Directors, referred to as the Board. The Board has authority to amend and change these rules as needed.
- 2.2 **Goals of Guidelines & Rules.** These guidelines and rules are for the benefit and protection of all lot Lessees. They are provided to avoid misunderstanding and provide clear definition of what is expected in our community.
- 2.3 **Deviations.** Requests for individual lot Lessee deviations from the rules must be submitted in writing to the Board.

3. DEFINITIONS

- 3.1 **Board of Directors.** The Discovery Bay Resort Leaseholders Association Board of Directors is the governing body of the Discovery Bay Resort.
- 3.2 **Child/Children.** These terms refer to persons under eighteen (18) years of age.
- 3.3 **Common Areas.** This term includes streets, sidewalks, lawns, parking areas, trees, and all other landscaping on the property, including entrance median, the street, the parking spaces for the recreational facilities, the recreation facility, the perimeter wall, the guardhouse, the landscaped property outside the perimeter wall, the drainage channels, the septic system, garbage disposal areas, and the street lights, except for the residential units and lots upon which those structures are located. The common areas shall be solely owned, managed and maintained by the Leaseholders' Association Board of Directors.
- 3.4 **Guest.** A person who stays with a resident, or on a resident's lot. The Board may require a guest, who does not conform to Discovery Bay Resort rules or whose behavior is offensive to Discovery Bay Residents, to leave. The Board, in its sole discretion, has the right to determine whether behavior is offensive. Residents are responsible for the conduct of their guests at all times.
- 3.5 **Home site.** A Home site is the real property leased by the lot Lessee and the services provided to the lot.
- 3.6 **Lessee.** Lessee shall mean and refer to the Lessee of record, whether one or more persons or entities, of any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

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- 3.7 Property.** Property shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Discovery Bay Resort.
- 3.8 Resident.** This term references anyone who is a lessee or renter and who resides in a residence vehicle on a designated lot within the walls of the Discovery Bay Resort. A lot is limited to four (4) people per residence vehicle.
- 3.9 Residence Vehicles**
- A. Park trailer/Park model.** A vehicle not more than twelve (12) feet in width and with not less than three hundred twenty (320) nor more than three hundred ninety nine (399) square feet of living space with plumbing, heating or electrical systems that will not operate without being connected to outside utilities.
- B. Recreational Vehicle (RV)** A vehicle with or without its own mode of power designed to provide temporary living quarters for recreational, camping or travel use, but excluding any vehicle with plumbing, heating or electrical systems that will not operate without being connected to outside utilities. A vehicle otherwise qualifying as a recreational vehicle is not disqualified solely because said vehicle is, in fact, temporarily connected to one or more outside utilities. Allowed vehicles include motorhomes, van conversions, campers on pickups, pop-ups or tent trailers, fifth wheels and travel trailers, if they have at least a "porta potty" for waste collection. Camping in cars or in pickups with only a shell or canopy over the truckbed is not permitted. When portapotties are used, they may be dumped using the appropriate sewer hoses into the sewer connection on the lot. Porta potties may not be emptied into restroom toilets on the common elements or onto the ground.
- 3.10 Visitor.** A Person who visits a resident of The Discovery Bay Resort but who does not stay overnight.
- 3.11 Renter.** Someone or ones who pay for the use of a lessee's lot as a residence for a designated time.

4. COMMITTEES

- 4.1 Architectural/Landscape Review Committee (ALRC).** This committee assists the Lessees in achieving the desired level of individual lot design, while being consistent with the design concept of the Discovery Bay Resort, and those codes required by local, state and federal agencies applicable to the type of building proposed. Upon request, the committee will assist the Lessee in choosing appropriate plants and ground coverings to meet the requirements of the Design Guidelines. ALRC has the authority to approve and/or disapprove any ALRC request. The committee oversees plantings on Common Areas and recommends additions as desirable, see 5.1.
- 4.2 Nominations and Elections Committee.** This committee is responsible for organizing the elections of Association Board of Directors, sending out ballots and tallying the vote.
- 4.3 Finance Committee.** This committee is responsible for working with the Discovery Bay Staff and Treasurer for the purpose of preparing a Discovery Bay Resort annual budget. The annual budget is to be submitted by the Finance Committee for review and comments to the Discovery Bay Leaseholders Association and the Discovery Bay Board of Directors, with final approval by the Board of Directors. The Finance Committee will assist the Discovery Bay Treasurer and Park Managers with quarterly budget reviews,

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and where appropriate make recommendations to the Discovery Bay Board of Director's on actions which may be taken to remain within budget.

- 4.4 **Other Committees.** Other committees may be named by the Board of Directors depending on need.

5. LOT EXTERIOR STANDARDS

- 5.1 **External Changes.** Any permanent or temporary modification to a lot (structural including but not limited to fences and storage sheds) must have prior written approval from the Architectural/Landscape Review Committee ("ALRC") before the project can begin. Any landscaping modifications must have prior approval from ALRC. (See Design Guidelines) We recommend that Lessees do not order the delivery of parts or materials or start any project without authorization as they may be subject to being returned or removed at the Lessee's expense.
- 5.2 **Applications.** Design forms are available in the mailroom.
- 5.3 **Prior Approval ALRC.** A detailed, approved Design Form signed by the ALRC must be in possession before:
- A. Delivery of a park trailer, park model, or recreational vehicle which will not be moved seasonally.
 - B. Delivery or construction of storage building in designated areas.
 - C. Modification to or on a lot.(Refer to CC&R sections 10.14 & 10.15)
 - D. Deck additions.
 - E. Making any modifications, including but not limited to the color or structure, to the exterior of any residence.
- 5.4 **Prior Approval ALRC.** A detailed, approved Design Form signed by the ALRC must be in possession before:
- A. Installing hedges, trellises, lattice work and landscape lighting.
 - B. Planting trees, shrubs or other plantings of a permanent nature.
- 5.5 **Combining Lots.** Two (or more) lots may be combined into one. This would not change the requirements, responsibilities or benefits to the lot Lessee such as:
- A. Continue to have one vote per original lot count.
 - B. Continue to pay monthly maintenance fees per original lot count.
 - C. Be allowed to plug in one RV or park trailer per original lot count.
- 5.6 **Lot Numbers.** It is recommended that lot numbers are visible from the street and not be obstructed by any object in order to expedite emergency access.

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6. SALE OF LEASES

- 6.1 **Notification.** Sellers must notify The Discovery Bay Resort office of date of sale. The Discovery Bay Resort has Right of First Refusal in the sale of any lease.
- 6.2 **Filing of Lien.** If any maintenance fee assessment is not paid within 10 days after it is due and payable, the Board may elect to file or record a notice of lien on behalf of the Association against the lot of the defaulting Lessee after written demand for payment of the Maintenance Fee has been delivered to the Lessee and 90 days have been allowed for payment. The notice of lien shall be executed and acknowledged by the Park Managers. A late fee will be charged, see fee schedule in the office.
- 6.3 **Priority of Lien.** The lien securing maintenance fee assessment shall have priority over all liens or claims created subsequent to the recording of the claim of lien. Notwithstanding the preceding sentence, the lien of the maintenance fee assessment provided for herein shall be subordinate to the lien of any Bona Fide first position purchase money mortgage or deed of trust. Sale or transfer of any lease shall not affect the maintenance fee assessment lien. However, the sale or transfer or any lease pursuant to mortgage foreclosure or any proceeding in lieu thereof to enforce a Bona Fide first purchase money mortgage, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer, but shall not extinguish the Lessee's liability for the amount due. No sale or transfer shall relieve such lease from liability for any assessments thereafter becoming due or from the lien thereof.
- 6.4 **Enforcement of Lien.** Any such lien may, at the election of the Board, be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a lease mortgage or by the exercise of a power of sale in the manner provided by law under a leasehold, as set forth by the laws of the State of Washington, as the same may be amended. In the event of such foreclosure, the Board shall be entitled to recover from the defaulting Lessee its reasonable attorneys' fees, court costs, interest and all other costs and expenses incurred in connection with the foreclosure. Each Lessee, by becoming a lessee of a lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

7. RENTALS

- 7.1 **Rentals.** The Park Managers may not assist in putting prospective renters in touch with lessees who wish to rent their lots.
- 7.2 **Direct Renting by Lessee.** Lessees may rent or allow someone to use their space. The office must be provided with the information in writing (e-mail or fax accepted) or by telephone and the renter must be provided a renters packet that includes all rules and regulations. These packets may be obtained from the office. Lessees are responsible for their renter notifying the office of their presence.
- 7.3 **RV Storage.** Storage areas for vehicles may be available on rental lots for a monthly fee.
- 7.4 **Tents.** Tent guest allowed: only friends/relatives of leaseholders. No tent guest DBR Annual Meeting weekend.

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8. RESPONSIBILITIES OF INDIVIDUAL LESSEES

- 8.1 Maintenance Fees.** Lessees will be assessed a monthly fee to cover maintenance and repairs to common areas including but not limited to water, sewer, waste disposal services, roadways and property taxes. This fee may be adjusted annually to reflect current maintenance and repair costs of the common area, insurance premiums for insurance on the common area, operating costs of the association and the need for cost of living and capital reserves.
- 8.2 Rules and Regulations** All Residents shall conform to the rules and regulations as stated in the CC&Rs, Articles of Incorporation, By-laws, Rules and Architectural /Landscaping Committee Guidelines.
- 8.3 Lot Maintenance.** Maintenance of lots is the responsibility of each Lessee. The lots shall be maintained in an orderly and attractive manner, consistent with other lots in the park. Unkempt or unsightly lots shall be attended to by Park Managers if it becomes necessary and a fee assessed to the Lessee.
- A. Major appliances or overstuffed interior furniture on the patio or deck are prohibited.
 - B. Spaces around and under the residence vehicle must be kept neat and orderly so as not to detract from the appearance of the resort.
 - C. We recommend all exterior objects be secured before leaving for a protracted period due to strong wind conditions that from time to time occur within the resort.
 - D. Travel trailers, fifth wheels, and Motorhomes must skirt its under area if used for storage.
 - E. Only DBLA leaseholders may borrow the Association's landscaping equipment and shop tools. Without exception, anyone conducting personal business (receiving a fee for work performed) shall not use DBLA equipment or tools to do work for which they are paid.
- 8.4 Trash Removal** Leaseholders must remove all papers, debris and refuse from their lot.
- 8.5 Utility Payments.** Leaseholders must pay all electrical fees within 45 days of billing date or a late fee will be charged. See the fee schedule in the office.
- 8.6 Private Property.** Do not trespass on the lots of other lessees without permission, whether walking or biking. Access to the lower drain field is at the extreme West end.

9. CODE OF CONDUCT

- 9.1 Harassment Policy.** "Members, residents, and guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors."

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10. GRIEVANCE PROCEDURES

- 10.1 Definition.** Grievances procedures are established to provide individuals a vehicle to seek relief for any unresolved issues with another lessee or Park Managers.
- 10.2 Informal Process.** If possible, prior to filing a formal grievance, it is suggested that a Lessee contact the individual(s) involved and an attempt be made to resolve the issue(s) less formally. If appropriate, the next informal step is to involve the Park Managers. If no resolution is achieved, then the formal grievance procedural steps are listed in 9.3 below.
- 10.3 Formal Process.** Put grievance in writing, dated, and send or deliver to the President of the Board of Directors. Include the name of the person or persons involved, plus information about the alleged incident or situation. This will form the factual basis for the complaint. Please be specific.
- A. The President of the Board will provide a copy of the grievance to the subject of the complaint and ask for written response in a timely manner.
 - B. The President will provide a copy of this response to the person who files the grievance.
 - C. If new material is presented in the response, then the person who filed the grievance may respond in writing in a timely manner to the new issues only. This continues back and forth until there are no new issues to which to respond. All responses must be presented or mailed to the President.
 - D. The Board of Directors will issue a decision based on the information received within a timely manner. All Board of Directors decisions are final.
- 10.4 Conflict Resolution.** Conflict resolution of Lessee disputes may also be initiated by the Board of Directors. No names will be disclosed; but documentation will be maintained in case of legal action.

11. ENFORCEMENT OF RULES

- 11.1 C&Rs.** The Board of Directors or its employees shall have the right to enforce any current rule or regulation as listed and/or posted. Any action undertaken or process of complaint initiated shall be in accordance with the procedures listed in the current CC&R's under the title of "Remedies."
- 11.2 Enforcement**
- A. Enforcement of these Rules and Regulations, CC&R's, Articles or By-Laws for the Discovery Bay Resort will be accomplished through the Board of Directors or their delegate.
 - B. Continuing violations will result in implementing the schedule of fines listed in 10.3 below.
 - C. Violations of local Zoning laws will be turned over to the City or County for enforcement.
 - D. Flagrant violation by Renters, Guests and/or Visitors will be sufficient reason for their being asked to leave the Resort.

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11.3 Fine Assessments.

- A. The following assessments may be levied for continued violations of the Rules. Prior to assessments, oral and/or written notice of violation will be issued.

VIOLATION	First Offense	Continued Offense
Speeding	\$ 10.00	Doubling each incident
Parking	10.00	"
Signs	10.00	"
Design/Construction	50.00	"
Landscaping	50.00	"
Appearance	50.00	"
Business/Soliciting	50.00	"
Nuisance	25.00	"
Harassment	75.00	"
Suspension of Leaseholder Rights	50.00	"

Pets: \$25 for first occurrence, increasing by \$25 for each occurrence thereafter (\$50, \$75, \$100, etc.)

Failure to remove a potentially dangerous dog from the park within 3 days: \$50 for the fourth day, \$100 for the fifth day, doubling for each following day (\$200, \$400, etc.).

Failure to remove a dangerous dog from the park within 3 days:

\$100 for the fourth day, \$200 for the fifth day, doubling for each following day (\$400, \$800, etc.)

Pet Nuisance: \$50 for first occurrence, increasing by \$50 for each occurrence thereafter (\$100, \$150, \$200, etc.)

Leaseholders may appeal Pet Nuisance and Pet fines to the Board of Directors based on special circumstances.

Other Violations Assessment set by Board of Directors not to exceed \$500.00.

12. VEHICLES

12.1 Residence/Recreation Vehicles.

- A. **Approval.** For reasons of safety and appearance, ***all*** residence/recreation vehicles of ten (10) years of age or over will be subject to approval by the Park Managers. Newly arriving residence/recreational vehicles 10 years of age or older, will be inspected within 7 days of arrival by the Park Managers. Only one residence/recreational vehicle per single lot is permitted. A lot is limited to four (4) people per residence/recreational vehicle.
- B. **Residence/Recreational Vehicle (RV).** All Residence/Recreational Vehicles shall:
- Be self-contained and equipped with a HUD-approved sewer trap and vent.
 - Have suitable utility connections (including a screw-type sewer hose adapter) for external hook-up
 - Be equipped with a functioning fire extinguisher and smoke detector. A carbon monoxide detector is highly recommended.
 - Have an appearance consistent with the majority of other residence/recreational vehicles within the park.
 - Be in good exterior repair free from major defects.
 - Be classified as an RV, travel trailer, 5th wheel trailer, park trailer, park model, motorhome, tent trailer or pop-up, conversion van or truck camper.
 - A portapotty is required if the unit does not have built-in plumbing, and the portapotty must be emptied only into the sewer trap on the lot using appropriate hoses and connections. Portapotty dumping is not allowed in the park restroom toilets or on the ground.

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- h. The Park Managers may require an outside safety inspection by a licensed RV service person.
- C. **Prohibited Vehicles/Dwellings.** Vehicles not permitted include:
 - a. Mobile homes;
 - b. Tents; (except in tent area)
 - c. Car camping or pickup bed camping under a shell or canopy
 - d. Any other vehicle which, does not meet the above criteria in
- D. **Wheel Covers.** Wheel covers used on vehicles must be constructed of materials suitable for this purpose. The use of cardboard, pieces of wood, Styrofoam, etc., is not permitted.
- E. **Generators.** Generators can be run only for maintenance purposes outside of quiet hours, except in case of an emergency.
- F. **Placement.** No east/west aka sideways or crosswise placement shall be permitted on any lot.

12.2 **Transportation Vehicles and Parking.**

- A. **Passenger Cars.** Passenger cars, including passenger vans seating fewer than nine (9) passengers or pick-up trucks, motorcycles or golf carts may be parked on any lot. No vehicles are to be parked so that they interfere with the flow of traffic on the roadways. Vans and truck mounted campers not used as a residence are considered passenger vehicles.
- B. **Designated Parking.** Any vehicle that will not fit within the lot boundaries must be parked elsewhere. Any vehicle parking on the common area beyond 24 hours requires a permit from the office which is to be displayed on the vehicle dashboard. Designated parking areas i.e. against the fence and behind the laundry are available for a fee, subject to availability beginning June 1, 2002. See Park Managers for details.
- C. **Additional Leaseholders Tempary Parking. Passed 8/17/11-** "The area behind the sheds is available to leaseholders only and is intended for temporary parking. Boats cars, RVs, trailers, and other items must be in working order and able to be easily moved. Leaseholders must sign a permit and use a space assigned by the Park Manager. Leaseholders are responsible or mowing, weeding, and otherwise maintaining their assigned space. The Park Manager and a Board member will conduct periodic reviews with the leaseholder to assure that maintenance is current and to determine continued use."
- D. **Visitor Parking.** Parking for visitors is permitted in designated parking areas or in the lessee's driveway if room permits.
- E. **Temporary Parking.** Vehicles may be temporarily parked on the street if they do not impede fire lanes or access to other lots or common areas.
- F. **Prohibited Vehicles.** Vehicles prohibited from being parked or stored on any lot or street include:
 - a. Cargo, utility and golf cart trailers;
 - b. Recreational Water Vehicles with or without motors and boat trailers, but not including small water craft that can be carried atop a passenger car or RV (i.e. kayaks or canoes);
 - c. Any other vehicle not expressly designed for RV residence or transportation;
 - d. Any vehicle which detracts from the intent, purpose or general appearance of the resort;
 - e. Car dollies, unless stored under the rear of the recreational vehicle.

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- f. Off road vehicles such as trail bikes or dune buggies may not be operated in Discovery Bay Resort except from the lessee's lot to the front gate.
- G. **Bicycles.** Bicycles in the common areas shall be parked so as not to interfere with foot traffic, entrance and exit from buildings or the movement of vehicles within the park.
- H. **Vehicles on Sidewalks.** Bicycles, golf carts, roller skates, roller blades, skate boards and other vehicles are not to be driven or operated on sidewalks, common areas and paths unless medically necessary.
- I. **Nature Trail.** No motorized vehicles, bicycles, motorcycles or golf carts (other than park maintenance and medically necessary) are allowed on the nature trail.

12.3 **Traffic**

- A. **Speed Limit.** Maximum speed limit is five (5) miles per hour.
- B. **Right-of-way.** The following right-of-way rules apply in the Park:
 - a. Drivers of motor vehicles (including golf carts and handicap scooters yield the right of way to pedestrians and bicycle operators.
 - b. Bicycle operators yield the right of way to pedestrians.
 - c. Drivers and pedestrians are urged to use extreme caution at all times to prevent accidents.
- C. **Repairs.** Major repairs, overhauls or servicing of vehicles on lots, streets or Common Areas is prohibited. A repair service or tow truck may be called to move your disabled vehicle to a place of repair, but major repairs may not be made on site.
- D. **Golf Carts.** Golf carts must be operated by licensed drivers or adults only and operate under the same rules and regulations as motor vehicles.

PET RULES Revised August 22, 2019

DBR Rules Section 13

DBR follows Jefferson County Code, Title 6.07-Animal Control, which may be found at: codepublishing.com/wa/jeffersoncounty/ Additionally, DBR has put in place Pet Rules that are unique to DBR.

We live in a concentrated village with many pets, especially dogs of all sizes, temperaments and training. In such an environment pet rules are critical to the well-being of everyone. Please do not disregard them. They have evolved over a prolonged period of time, cover almost all possibilities that may arise and will go far in promoting a stress-free environment. All Leaseholders, whether owners of pets or not, are expected to read and follow these rules.

13.1 Responsibility. Leaseholders, renters and guests must be in compliance with DBR's Pet Rules at all times. Leaseholders shall be held responsible for the behavior of their guests, their renters, and the animals belonging to guests and renters while they are on DBR property. It is the owner's responsibility to control their animals. Failure to do so may result in verbal and written warnings, the assessment of monetary fines, expulsion of the animal from DBR, and criminal prosecution as well as a civil suit.

According to Washington State rule, WAC 246-100-197 : All dogs, cats and ferrets are required to have up-to-date rabies vaccinations

13.2 Pet Limit. Pets are permitted at DBR. The maximum number of pets allowed is three. With approval of the BOD, a new leaseholder may move into the Resort with up to four pets, with the understanding that

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upon one of the pet's demise, no additional pets shall be obtained over the maximum of three. No breeding or boarding kennels, or animal rescue operation is allowed in DBR.

13.3 Animals Not Permitted. No animals not normally or usually kept inside of a home are allowed. Animals are not allowed to be housed outside of the living area, nor kept in sheds or accessory rooms.

13.4 Animal Behavior. REFER TO JEFFERSON COUNTY CODES
codepublishing.com/wa/jeffersoncounty/.

Issues related to barking dogs and dangerous or potentially dangerous dogs must be reported to and investigated by Jefferson County and are not handled by the Pet Committee, beyond an initial meeting with the leaseholders involved, if a complaint is filed in writing. See Jefferson County Code Section 6.07.120.

Dogs that Jefferson County or any other governing body has declared to be **potentially dangerous** will be allowed to remain in the park only so long as the terms of the governing declaration are strictly followed. If the declaration is not followed, the dog must be removed from the park, whether or not the County makes such a ruling. The dog must be quarantined on the owner's lot in a proper enclosure for a dangerous dog as defined by Jefferson County Code Article 6.07.27 until it is removed from the park. Such quarantine will not be allowed to extend for more than 3 days.

Dogs that Jefferson County or any other governing body has declared **dangerous or vicious** are not permitted in DBR and must be kept quarantined on the owner's lot, as described above, until they are removed from the park. Such quarantine will not be allowed to extend for more than 3 days.

Any serious or severe attack on a person or other animal **MUST** be reported to Jefferson County within one business day, to protect the safety of other animals and people in the park.

Aggressive behavior that does not cause a severe injury (as defined by Jefferson County Code 6.07.29) should be reported in a written complaint to the Pet Committee; if multiple complaints are made regarding the same dog, the Pet Committee, in consultation with the Facility Manager, may report to the Board that a nuisance condition exists and recommend ways to alleviate it.

Any leaseholder whose animal is the victim of an attack or who is themselves a victim, may contact Jefferson County to report the incident, regardless of severity.

- For issues/questions regarding domestic animals in unincorporated Jefferson County please contact the Sheriff's Office at [360-385-3831](tel:360-385-3831).
- For any emergency situations call **911**.

13.5 Control Animal. "Under control" means the animal is under, and immediately responsive to voice and/or signal, and/or leash control so as to be restrained from approaching any other person or animal or entering the property of another leaseholder without the authorization of that leaseholder. All pets must be on a maximum six-foot leash when being walked on the roads. If your pet is outside on your lot or when you and your pet are visiting another leaseholder on their lot, and the pet is not in a fenced area, the pet must still be leashed and that leash may not reach closer than within three feet of the roadway.

13.6 Animal Waste. The owner shall pick up, bag and properly dispose of their animal's waste immediately. Pets are not allowed to relieve themselves on other people's property, but if they do, it is the owner's responsibility to immediately clean it up and properly dispose of it.

13.7 Areas Where Pets May Be Walked. Pets may be walked in the following areas: Leashed pets may be walked in any of the common areas, on a leash with a maximum length of 6 feet, except ten feet

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around the perimeter of the Ramada. Pets may be unleashed in the meadow provided the pet is responsive to voice command in accordance with Rule 12.5. People entering the meadow should not unleash their pet if there is another pet in the area, until they are certain that there is no potential conflict.

Pets that aren't responsive to voice command may be unleashed in the fenced pet area on the east side of the Resort.

You must always leash your pet before you leave the meadow. If you enter the meadow by way of the gate along Old Gardiner Rd, make sure that the gate is closed upon entering and upon leaving. Making sure that gates are secured is also true necessary for the enclosed pet area.

13.8 Pets and Animals in Common Facilities. With the exception of service dogs animals (as defined by the ADA), or with prior authorization by the BOD, pets/animals are not permitted in common buildings/facilities. If your service dog animal is with you, out of courtesy to those who might be allergic, please do not allow your animal on the furniture unless medically necessary for it to be situated directly at your side.

13.9 Pet and Animal Safety in our Rural Area. DBR is located in a rural area populated by an assortment of wildlife. It is important for pet owners to be aware of their surroundings, and understand that wildlife (eagles, hawks, coyotes, deer, cougars and black bears) can pose a lethal threat to their pets.

Hunting, trapping and/or willfully causing the injury or death of any domestic animal or native wildlife species, **excluding rodents**, on DBR property is strictly prohibited.

Feral cats can pose a danger if cornered and may lash out by clawing and biting. The claws of a feral cat can inflict severe injury and the wounds can develop a serious infection. Leave feral cats alone, don't try to feed them or encourage them to hang around. If at some time feral cats become a problem on the property, humane trapping may be done. It is recommended that humane trapping of feral cats be done by an organization with experience in this area.

13.10 Pet Committee Assistance to Leaseholders

The Board of Directors has appointed a Pet Committee to fulfill the functions listed in the CC&R's. If you are involved in a dispute with a neighbor about animal behavior, your first obligation is to speak directly to the neighbor. You may ask a member of the Pet Committee to meet with you and your neighbor to act as a facilitator or mediator. However, the members of the Committee do not intervene in anonymous or verbal complaints; all complaints must be in writing and signed.

When a complaint is filed with the Pet Committee about the behavior of a pet, that owner will be informed and given a copy of the complaint. If the meeting between the involved parties described above does not resolve the issue, all parties will have the opportunity to meet together with the full Pet Committee in a further attempt to reach a resolution.

All parties will have an opportunity to see and discuss all documents with the Committee, and to file a response that becomes a part of the record. All actions by the Pet Committee with regard to any conflict will be placed in each person's respective file and in the files of the Pet Committee and will be included in the next Committee report to the Board of Directors.

If the an agreement is not reached, or does not resolve the problem, or is not followed, affected parties may file a grievance, following the process described in Section 9 of this document, beginning with an informal complaint to the Facility Manager.

Discovery Bay Resort Rules

14. COMMON AREA

- 14.1 Common Areas.** The common areas are for the use of the residents. Although guests and visitors may be extended the privilege to use them, this is subject to revocation if abused. Guests and visitors may be restricted to specific times and areas of usage. Residents, guests and visitors are expected to maintain the Common Area facilities in a clean and orderly manner.
- 14.2 Hours.** Members have the right to use facilities during posted hours. The hours that facilities are open may be changed from time to time by the Park Managers. Facilities may be closed from time to time for cleaning and repairs.
- 14.3 Smoking.**
The common areas of DBR are a smoke-free zone. Smoking is defined as "carrying, burning, or otherwise handling or controlling any lit or smoldering tobacco or other plant product, including but not limited to cigarettes, pipes, and cigars." Common areas, defined in CC&Rs section 1.2 as "common elements", include all park properties that are not individually owned/leased lots.
- 14.4 Children.** Children must be accompanied by a resident or adult guest when in Common Areas.
- A. Residents are fully responsible for the conduct of children and guests while they are within the Discovery Bay Resort.
 - B. Children are required to remain on their Host's homesite or in their residence after 10:00 p.m. and may not be on the Community's streets unless accompanied by an adult.
- 14.5 Lessee's Guests.** Guests using the facilities must obey the rules and posted signs. Lessees are responsible for the conduct of their guests, employees, invitees, licensees or other persons in the Community at their invitation.
- 14.6 Alcoholic Beverages.** No Alcoholic beverages may be sold in the DBR Resort.
- 14.7 Furniture and Equipment.** No furniture or equipment for use in the Common Area shall be removed, tampered with or damaged in any way
- 14.8 Gambling.** Illegal gambling shall not be engaged in the Common Areas at any time. Small games of chance, such as card game tournaments or bingo may take place in the Common Areas.
- 14.9 Scheduling Functions or Events:** Entertaining and/or holding events in the Common Areas are intended primarily for Leaseholders. Leaseholders wishing to schedule and event in common areas where outside guests/visitors who are not leaseholder or renters will be attending, including inviting an outside vendor, person providing a service or a fundraiser, must contact the office manager to check availability, schedule date/time/place and fill out a Facility Usage Form. If possible, one week prior to the event.
All visitors/guests must sign a "Visitor/Guest Release of Liability & Indemnity Form" prior to, or upon arrival at the scheduled event. The office will provide the proper forms for the number of people attending.
Current rules that deal with parking, invitations, clean-up, gate code, and use fees are listed on the Facility Usage Form available on the Website or in the office.

Discovery Bay Resort Rules

Small informal gathering of leaseholders: If only leaseholders and renters are attending, no Facility Usage Form or Usage fee is necessary. Contact the office to check availability and schedule.

Informal social group of personal guests that include non-leaseholders: Game groups, Art Classes, Guest Lecturer, Concert, Fundraiser, Leaseholder family events...where all people attending are known by a Leaseholder may be scheduled by contacting the office to check for availability, fill out Facility Usage Form (if possible, one week prior to the event) and pick up enough Visitor/Guest Release of Liability and Indemnity Agreements for all non-leaseholders attending. No usage fee.

Formal Organizations, Outside Organizations: (an organization with a fixed set of rules of intra-organization procedures and structures), Outside Group. Make application directly to the BOD or through a Leaseholder. The Board of Directors will evaluate each application based upon the event's appropriateness and suitability to the park. After approval by the BOD, fill out a Facility Usage Form and return to the Office. Events where Leaseholders pay to get into or are charged for a service or item will be charged according to the set fee schedule.

Other/Outside Vendors for Profit: Massage therapist, Dog Groomer, Hair stylist, Food Vendor, Concert... Events where Leaseholders pay to get into or are charged for a service or item will be charged according to the set Usage fee schedule. (Events for DBR Fundraising will not be charged a Usage fee)

PROPOSED SET FEE SCHEDULE:

\$10.00 per half day \$20.00 whole day

14.10 Swimming Pool.

- A. Beverages are permitted in the pool area if they are in non-breakable containers. No glass containers are allowed in the pool area.
- B. Sunscreen lotions, creams or oil, etc. are to be showered off before entering the pool.
- C. There is no running, jumping or diving in the pool area.
- D. Bobby pins, hair rollers and picks are not permitted in the pool. Flotation devices are permitted if pool is not crowded.
- E. Personal radios are permitted only when using earphones.
- F. Smoking is prohibited in the pool area.
- G. Nudity: 6:00 a.m. to 8:00 p.m.-Suits are required around the pool.
8:00 p.m. to 6:00 a.m.-Clothing is optional-No Minors, Women Only
- H. Guests and Minors: Guests and minors are required to be accompanied by the leaseholder (s) they are visiting. The leaseholders must be present at all times, the laundry room does not count as present.
- I. All guests must sign liability waivers.

14.11 Commercial Activities. The Common Area facilities may be used by a resident for commercial activities if prior written approval by the Park Managers is obtained. The Park Managers shall have sole discretion in approving the use of the common area facilities for commercial activities for park residents only. If a resident is using Common Areas to earn personal money, a fee will be charged for space rental. The use of the common areas shall not hinder resident's usage. Commercial activities include sale of merchandise to park residents and services such as car washes, tutoring, and special classes in crafts or music lessons for personal profit.

Discovery Bay Resort Rules

15. DISCOVERY BAY RESORT OFFICE

- 15.1 Registration.** Guests and renters must register with the office upon arrival, or the next business day if the office is closed. Vehicle passes for guests are included in the registration packet and available in the office lounge. Vehicle passes are to be used to identify guest vehicles in common areas.
- 15.2 Phones.** The office phone is for Discovery Bay business and emergency use only.
- A. Except in an emergency, Park Managers should not be contacted after normal business hours. If there is an emergency during office hours, dial the office phone number and state that it is an emergency or dial 911 and report the emergency. Do not call an employee at home.
- B. The office phone number should not be used for personal messages.
- 15.3 Workers.** Residents must notify office when workers are present in the park. Day/Visitor vehicle passes are available in the office lounge to be given to outside contractors and returned to the office when their work is done in the park.

16. MISCELLANEOUS

- 16.1 Businesses.** Any such activity must comply with the requirements of Jefferson County.
- 16.2 Activity.** No activity shall be carried on within the Resort nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or to the property as a whole, or which shall in any way interfere with the quiet enjoyment by each Lessee of that Lessee's lot, or which shall in any way increase the rate of any insurance respecting the property or any lot.
- 16.3 Sanitary Conditions.** Each lot residence and recreational vehicle shall be kept in a sanitary condition, free of offensive odors and insect or rodent infestation.
- 16.4 Rubbish** . No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property and no odors or insect infestation shall be permitted to arise or escape therefrom so as to render any portion of the property unsanitary, unsightly, offensive or detrimental to any other portion of the property.
- 16.5 Signs.** Small "For Sale" signs may be placed on the bulletin boards provided, in the window of the residence/recreational vehicle or on the utility post.
- 16.6 Exterior Speakers.** No loud or shrill exterior speaker, horn, whistle, bell or other sound device (except security devices used exclusively for security purposes) shall be located, used or placed within the resort. This does not apply to resort functions and events as long as it does not intrude on our neighbors outside the park.
- 16.7 Lighting.** All high intensity lighting is to be shielded and directed away from streets and the lot of any neighbor. Outdoor lighting shall be in accordance with local regulations and the ALRC guidelines.
- 16.8 Clotheslines.** No garments, rugs, laundry or similar articles may be hung or suspended from the windows or outside of the residence vehicle.

Discovery Bay Resort Rules

- 16.9 Reflective Materials.** No reflective materials that may be distracting, cause eye glare or be hazardous may be installed or placed on the outside or inside of any window of a residence vehicle.
- 16.10 Willful Negligence.** If any Lessee, renter, visitor or guest willfully or negligently defaces, injures, or destroys property or equipment of The Discovery Bay Resort, they shall be held liable for the full value thereof.
- 16.11 Refuse Disposal.** All refuse must be in plastic bags, tied shut and placed in the refuse receptacles. Flatten all boxes before placing in receptacles. No garbage, junk, rubbish or trash shall be placed or kept on any portion of individual lots. No incinerators shall be used.
- 16.12 Recycling.** The Board of Directors may institute a recycling program. If so, all residents are requested to comply with recycling guidelines.
- 16.13 Sewer.** The Discovery Bay Resort has a septic system. Do not use any products containing formaldehyde. Caustic drain openers and yeast can also be disruptive. These can all cause problems with our system. Biodegradable, one ply or sewer safe toilet paper should be used. No feminine sanitary products, or non-biodegradable products may be placed in the septic system. We strongly recommend that liquid rather than powder detergent be used.
- 16.14 Utilities.** Water, waste disposal and sewer fees are included in the maintenance fees paid to the Discovery Bay Resort Leaseholders Association. Electricity fees will be billed to each individual Lessee for payment.
- 16.15 Meetings.** Regularly scheduled meetings shall be conducted to disseminate information and promote communications between lessees, Park Managers and the BOD.
- 16.16 Quiet Hours.** Quiet hours are from 10:00 PM TO 7:00 AM.
- 16.17 Hunting and Firearms.** No hunting or discharge of firearms or pellet guns is allowed in the Discovery Bay Resort.
- 16.18 Plant life.** Refer to ALRC Guidelines.
- 16.19 Waste Materials.** No waste materials may be released on top of the ground anywhere within the resort.