

Wapato Point Community Association Rules & Regulations

Revision 3

Approved 10.01.2021

Introduction

The following Rules and Regulations have been established by the Wapato Point Community Association Board of Directors and are intended to preserve the safety, benefit, and enjoyment of the owners, guests, visitors and renters and for the protection of owners' property, common areas and property values. Therefore, it is important that all owners, guests, renters, visitors, property managers, workers and others are aware of these rules and regulations. Check other Association rules and regulations for specific rules applicable to that Association.

In addition, the Association By-Laws, CC&Rs and Federal, State and local laws also apply to Wapato Point. Any failure by renters, guests, visitors or workers to comply with any of the Rules, CC&Rs or laws may result in fines or up to a forfeiture of your rights to remain on Wapato Point, including dismissal from Wapato Point.

Definitions

1. Adult – A person 18 years of age or older that is capable of providing accompaniment and supervision of others.
2. Administration – Wapato Point Management Company.
3. Agent/Contact – An individual or company who an owner designates and authorizes to conduct business or attend to matters on their behalf in regard to the use of the property or of the property/home itself or both. If it is a company, a designated responsible person shall be named and authorized by the owner. This also includes property managers.
4. Amenities – An area or structure that is for the use and enjoyment of owners, guests and renters associated with an association. Includes areas such as pools, parks, sports courts, docks, and beaches.
5. Assistance Animal - is an animal that does not have specialized training and provides assistance or emotional support for the benefit of a person with a disability. Animals, whose sole function is to provide comfort, companionship or emotional support, do not qualify as service animals under the law. An Emotional Support Animal is a type of Assistance animal. Federal Housing Authority (FHA) regulations govern the acceptance of Assistance animals under specific circumstances.
6. Associations – Any of the 8 groups of owners of the different areas of single-family homes, full share condominiums and timeshare condominiums of the Wapato Point Resort. All owners are also members of the Wapato Point Community Association.
7. Common Areas – Areas and amenities that are for the use of members of the associated association. Areas and amenities that are available for all owners are the Community common areas.
8. Declaration of Covenants, Conditions and Restrictions (CC&Rs) – The CC&Rs of each Wapato Point Resort Association are recorded legal documents that describe the requirements and limitations of what you can do and cannot do within Wapato Point Resort. These Rules & Regulations are permitted to be adopted by the Board of Directors per the CC&Rs.
9. Designated Responsible Person –Responsible for all occupants staying with them at Wapato Point.
10. Guest – Individual(s) who are authorized to use an owner's home, condominium or unit when the owner is or is not present.
11. Handler – Individual with a disability who requires support or assistance and maintains control of a service or assistance animal.
12. Lot – A private parcel of land in an association where housing units are located that are owned by owners.

13. Owner – Individual(s), partnership, trust, or legal entity that owns a lot, home, condominium or unit in an association of Wapato Point.
14. Renter – Individual(s) who are renting a unit, condominium or home from an owner, authorized agent or property manager.
15. Service Animal - Dogs or miniature horses trained to work or perform tasks for the benefit of people with physical or mental disabilities. The work or tasks performed by a service animal must be directly related to the handler's disability. Federal Housing Authority (FHA) and Americans with Disabilities Act (ADA) regulations govern the acceptance of Service animals under specific circumstances.
16. Trucks – Larger scale vehicles designed to carry goods, large loads and cargo. Includes vans, step vans and similar sized vehicles. Does not include pickups.
17. Vehicles – Licensed and unlicensed motorized vehicles. Includes cars, pickups, motorcycles, golf carts, ATVs and similar vehicles.
18. Visitor – Individual(s) who are authorized by owner, renter, guest or Wapato Point to visit Wapato Point for only during the day and not overnight.
19. Worker – Individual(s), Designated Responsible Person, who are authorized by a specific owner or Wapato Point to conduct business for a specific owner(s) or Wapato Point for a specific time period or duration of time. Worker who is the Designated Responsible Person shall be authorized prior to registration. Others shall register at time of registration.

Rules & Regulations

1. Entry to Wapato Point
 - a. All owners, guests, renters, visitors and workers are required to be registered (or included as part of a registration) at the Front Desk. When guests or renters occupy a property, and an owner is not present, a designated responsible person shall register all occupants and agrees to be an occupant of the property for the duration of the stay. They will familiarize themselves with the rules and be responsible for the actions of all occupants.
 - b. All vehicles, RVs, trucks, campers, boats and trailers at Wapato Point must be registered at the Front Desk and display a current vehicle permit.
 - c. Any failure by renters, guests, visitors or workers to comply with any of the Rules, CC&Rs or laws may result in fines or up to a forfeiture of your rights to remain on Wapato Point.
2. Use of Wapato Point
 - a. Owners, guests, visitors and renters are only allowed to use the common areas and amenities of Wapato Point and those associated with their association.
 - b. Firewood provided by Wapato Point is only allowed to be used by and in designated timeshare association units. No firewood is supplied for Halmalka, Division 2 or Ponderosa owners, renters or guests.
 - c. Trespassing on lots that are private property is not allowed.
 - d. All sleeping arrangements must be confined to each home, condo or unit's accommodations. Sleeping in vehicles, boats, tents, or on any common areas is not allowed.
 - e. No burning or fires are allowed on common areas, including beaches, of Wapato Point unless otherwise specifically designated or authorized.
 - f. No smoking is allowed except in designated smoking areas.
 - g. Disclaimer - Wapato Point assumes no responsibility or liability for any activity or damage or loss of property while on the property or using any amenity of Wapato Point.
3. Noise/Disturbances
 - a. Owners, guests, visitors and renters shall conduct themselves in a manner that is respectful of and not disruptive to others.
 - b. Loud and/or disruptive noise is prohibited between 11 p.m. and 8 a.m.
 - c. Events or gatherings larger than 50 people must be approved by Wapato Point Management Company two weeks in advance.

4. Occupancy
 - a. Maximum overnight occupancy shall not exceed the posted limits for that unit.
5. Vehicles (see definitions)
 - a. The speed limit for all vehicles on Wapato Point roads of 15 mph must be adhered to along with all traffic laws.
 - b. Reckless or dangerous driving is prohibited. No one under the influence of alcohol or drugs shall operate a vehicle.
 - c. Strict awareness and right of way shall be demonstrated to pedestrians, bicyclists and children on or near roads, parking areas and common areas.
 - d. Vehicles are only allowed on roadways and designated parking areas and are prohibited on pedestrian paths unless otherwise designated.
 - e. No vehicle shall be operated by anyone that does not have a valid driver's license or with more occupants than the maximum designed capacity of the vehicle.
 - f. Vehicles without lights are not allowed to be operated at night.
 - g. Disclaimer - Wapato Point assumes no responsibility or liability for any vehicles, property or activity involving vehicles on Wapato Point.
6. Parking
 - a. All vehicles must be parked in designated parking areas, on owners' lots in garages or driveways, or in other assigned areas. Parking is not allowed on other owners' or other associations' lots.
 - b. Vehicles are not allowed to be parked on or extend onto roads, shoulders, curbs, sidewalks or pathways.
 - c. Excess vehicles that do not fit at an owner's lot or assigned parking areas are to be parked in unassigned or Community Association overflow parking areas only if there is adequate space.
 - d. Parking at outdoor pools, beaches or community areas is prohibited unless there are designated parking areas.
 - e. Only vehicles displaying an authorized handicap placard are allowed to park in handicap parking spaces.
 - f. RV/Boat Trailer Lot
 - i. All RVs, motor homes, campers, oversized vehicles or trailers must be registered at the Front Desk, have a valid parking permit and must be parked in the RV/Boat Trailer Lot. They are allowed on a transient weekly basis only during registered time of stay.
 - ii. Full time owners are allowed to store boat trailers during the entire year. Fulltime owners' storage of vehicles, RVs, motor homes, campers or trailers is allowed only off-season after Labor Day and before Memorial Day weekend. Transient parking or storage during other times must be authorized by Wapato Point.
 - iii. Disclaimer - Wapato Point assumes no responsibility or liability for any property used or stored in the RV/Boat Trailer Lot.
7. Garbage
 - a. Garbage and similar solid waste shall be kept in sanitary closeable containers suited for that purpose.
 - b. Incineration of garbage, yard waste, construction materials or refuse is not permitted.
 - c. Only garbage and similar solid waste can also be disposed of in the refuse container/compactor in the maintenance yard. No yard waste, construction materials, furniture nor appliances are allowed to be disposed of there.
 - d. Littering is prohibited on Wapato Point. Garbage receptacles shall be used in common areas.

8. Pets/Animals

- a. Pets are not allowed on Wapato Point property at any time.
- b. Service/Assistance animals-
 - i. Handlers' service or assistance animals must be listed on the handlers' registration to be allowed on Wapato Point. The service or assistance animal must remain with the handler it is supporting at all times.
 - ii. Service animals must be under control at all times, either through the use of a leash or other physical restraint, or through the use of voice commands, hand signals, etc. Assistance animals must be under control at all times, either through the use of a leash or other physical restraint.
 - iii. Handlers are responsible for cleaning up after their service or assistance animal. The waste must be safely disposed of in trashcans or other designated receptacles.
 - iv. Service and assistance animals are not permitted on or allowed to relieve themselves on another owners' property or in areas that would be hazardous to others.
 - v. Handlers must remove their service or assistance animal or leave Wapato Point if the animal becomes aggressive with or attacks other guests. The handler accepts the liability for any injury or damage caused by their service/assistance animal to anyone.
 - vi. Handlers must remove their service or assistance animal or leave Wapato Point if the animal engages in behaviors, such as barking, that become a nuisance to other guests, unless the behavior is part of the service the service animal is trained to provide.
 - vii. Handlers shall pay for any damage their service or assistance animal causes to any portion of a property or community area.
 - viii. Assistance animals are permitted only in homes and their associated property, fulltime condos and timeshare units. Assistance animals are permitted to be on streets, sidewalks, and portions of the property only for purposes of traveling between the residential buildings and parking areas.
 - ix. Under no circumstances will assistance animals be permitted in areas serving food and beverages.
 - x. The service or assistance animal shall not be left alone in any unit, home, condo, vehicle, RV, camper or trailer nor tied up or restrained by themselves while outside.
 - xi. Identifying tags are provided for the animals. While not mandatory, having the animal wear the tag will allow staff and others to know the service or assistance animal is allowed to be at Wapato Point.

9. Firearms

- a. The use of firearms or explosives, including fireworks, is prohibited unless expressly approved by Wapato Point.

10. Boats/Docks/Waterfront -

- a. All boats and watercraft, including wave runners, must display a current Wapato Point permit while on or moored to community property. This includes the beaches, docks, buoys and the RV/Boat Trailer Lot.
- b. Children aged 12 years and under are to be accompanied and supervised by an adult while at the beaches and adjacent play areas.
- c. Water-skiing or similar activities from the beaches or docks is prohibited.
- d. Motorized boats and watercraft, including wave runners, shall observe the No-Wake Zones extends from the docks or beaches to the marked "No Wake" buoys.
- e. Wide berth and right of ways shall be given to swimmers and non-motorized activities.
- f. Docks and buoys are for exclusive use of registered Wapato Point owners, renters and guests. Private or owners' docks or buoys in Division 2 are for owner use only.
- g. No mooring of boats or any watercraft to beaches.
- h. No mooring large boats to buoys located near Snack Shack or in front of Beach Units.

- i. Disclaimer - Wapato Point assumes no responsibility or liability for boats, watercraft or related property while used or moored at Wapato Point docks or buoys.

11. Pools/Gym

- a. Children aged 12 years and under are to be accompanied and supervised by an adult within the pool areas.
- b. Pool areas are only for owners, guests and renters. Doors and gates are not to be blocked or left open.
- c. Floating devices, toys or hazardous objects that impact others are not allowed.
- d. The indoor pool hours are from 5:30 a.m. to 10:00 p.m. with adult swim from 5:30 a.m. to 10:00 a.m. Outdoor pool areas 8:00 a.m. to 11:00 p.m. No one is allowed entry to or use of pool areas outside of these hours.
- e. No running or hazardous play is allowed within the pool areas. No diving is permitted into the pools.
- f. Glass bottles or containers or hazardous objects are not allowed within the pool areas.
- g. No person who appears to be under the influence of alcohol or drugs is allowed in the pool areas.
- h. Smoking, drugs, vaping, and E-cigarettes are prohibited in the pool areas.
- i. No person afflicted with cuts, wounds, infections or communicable diseases are allowed to enter the pools. No spitting or bodily fluids allowed in the pools. Children requiring diapers may only use swimming diapers. If there has been an accident (such as feces or vomit), use of the pool is not allowed until Wapato Point clears it for safe use.
- j. No animals are allowed in the pools or pool areas except service animals.
- k. Use of Jacuzzi by children age 12 and under, unaccompanied by an adult, is prohibited.
- l. After pool area use, chairs and tables shall be rearranged, trash and personal items removed, and any spills cleaned up.

Infractions/Fines

The following are the infractions and fines associated with the sections of the Rules and Regulations. They are applied per the Enforcement Process. The Association Board of Directors may apply different infractions or fines based upon the particular situation and offense.

1. **Entry to Wapato Point** –
 - a. Individuals – 1st Warning – 2nd and additional \$50
 - b. Vehicles – 1st Warning - 2nd \$100/vehicle
 - c. Note: Unregistered vehicles may be subject to impoundment if not registered in a timely fashion.
2. **Use of Wapato Point** – 1st Warning – 2nd \$50 - 3rd and additional \$125.
3. **Noise/Disturbances** – 1stWarning – 2nd \$125 - 3rd and additional \$250 and up to dismissal of guests, renters, visitors. Calls to law enforcement additional \$500
4. **Vehicles** – 1st \$75 - 2nd and additional offense – \$250 and loss of driving privileges. Rule c.– additional fine of \$250, loss of driving privileges.
5. **Parking** – 1st Warning – 2nd \$50 - 3rd and additional \$125 fine, up to impoundment and \$125 fine.
6. **Garbage** –1st \$50 - 2nd and additional \$125 fine
7. **Pets/Animals**
 - a. Pets – Fine for first sighting - \$250 and removal of pet
 - b. Service/Assistance Animal – 1st Warning – 2nd \$100 – 3rd and additional \$250
8. **Firearms** – Fine for first offense \$250 and possible dismissal
9. **Boats/Docks/Waterfront** – 1st \$50 - 2nd and additional \$125
10. **Pools/Gym** –1st Warning - 2nd \$50 – 3rd \$125 fine. Rule g – Fine \$250, dismissal from pool area and loss of pool privileges.

Enforcement Process of Rules & Regulations

Introduction

The following outlines the processes to be used when someone identifies a potential violation of the rules, how a violation is determined and resolved and how infractions are processed where deemed necessary. While the process may not specifically address all situations, it shall serve as a guide and best judgment shall be used by all parties to address and resolve such situations. Where incidents or situations occur determines which Association of Wapato Point has jurisdiction and governs the enforcement process. The Community Association Board of Directors will determine those incidents or situations of unclear jurisdiction assignments.

Most situations can be resolved through education, explanation, timely correction and verbal warning, as appropriate. However, in situations where violations continue, are repeated or unresolved in a timely manner, infractions/fines and additional actions will be taken, as appropriate.

Process

1. Notification of Incidents of Potential Violations
 - a. Any owner, guest, renter, visitor or employee of Wapato Point may observe and report an incident that may be a potential violation of the rules of Wapato Point. They have the options of:
 - i. Talking with the person causing the violation and attempting to resolve the situation and/or,
 - ii. Reporting the situation to the Front Desk, Manager on duty or Safety Services.
 - b. Safety Services may also conduct an initial response to a potential violation while conducting normal patrols or inspections.
2. Response to a Potential Violation
 - a. If necessary, Safety Services may contact the person who reported the potential violation.
 - b. Safety Services shall respond to the location of the incident, gather information and take photos as necessary.
 - c. Safety Services shall seek out, contact and talk to anyone who may be a witness, have information or were involved regarding the situation.
 - d. Depending on the situation, Safety Services may contact additional Wapato Point staff or local law enforcement to assist with the situation.
 - e. A good faith effort by Safety Services or others engaged shall be made to resolve, minimize or correct the situation or violation.
 - f. Information and details shall be noted including names of people involved, the associated property and responsible owner or renter/guest.
3. Infraction/Fines
 - a. Depending on the specific violation and if, how and when it was resolved or to be resolved, there are options how an infraction may be given.
 - i. Verbal Warning – Safety Services or those engaged to assist may verbally warn the person(s) involved or responsible of what the violation is/was and consequences if continuing, not being corrected in a timely manner or happening again.
 - ii. Written Warning – Same as verbal warning except in a written format given to the person involved, responsible owner or renter/guest. A copy is to be retained by Safety Services.
 - iii. Written Infraction – If it is determined that an infraction is being issued for the violation, the written infraction shall be given to the person involved, owner or

designated responsible person. This may include information as to fines that may be involved.

- iv. Owners or their designated agents/contacts will be notified when there are situations where they are not present but need to respond in a timely manner to assist in addressing or resolving a situation with guests or renters.
 - v. Owners will be notified or sent copies of all warnings and/or infractions within five days. They are responsible for paying for the infractions or correcting them whether caused by themselves, or their renters/guests.
- b. Payment & Administration
- i. Infractions need to be paid within 30 days of when the infraction was issued, unless an appeals hearing has been requested in writing.
 - ii. Wapato Point Administration will maintain the database and logs for all reported and investigated incidents, verbal and written warnings, written violations/infractions and tracking of payments and collections of infractions.
 - iii. Payment of fines are subject to the collection procedures of Article Twelve of the Association CC&Rs. Owner's right to vote shall be suspended until all payments are brought current and all defaults are remedied.
4. Appeals
- a. An owner who is issued an infraction has the right to appeal the infraction or explain why the fine should not be paid or actions taken.
 - b. An owner shall request an appeal hearing in writing to the BOD that has jurisdiction less than 14 days after the infraction was issued. No fines will be collected pending completion of the hearing.
 - c. The owner shall have the opportunity to present to the BOD the case and justification why the infraction is not warranted.
 - d. The BOD may impose the fine, reduce the fine, waive the fine or rescind the infraction or take other actions. Fines must be paid within 5 days.
5. Repeat Complainants
- a. If the BOD or Administration has reason to believe that a particular owner or other person is submitting complaints in bad faith, the BOD may instruct Administration to disregard complaints submitted or reported by this person.
 - b. The complaining person may request a hearing in writing to the BOD to challenge the BOD's actions.
 - c. The BOD shall meet within 30 days of receipt of the hearing request to hear the case and review the details.
 - d. Within 5 days of the hearing, the BOD shall notify the person and Administration of their decision.