

Wapato Point Division 2 Rules & Regulations

Revised 5.1.2024

Introduction

The following Rules and Regulations are established by Wapato Point Division 2 Association Board of Directors and intended to preserve the safety, benefit, and enjoyment for the owners, guests, and renters and for the protection of owners' property, common areas and property values. Therefore, it is important that all owners, guests, renters, property managers, workers and others are aware of and educated on these rules and regulations.

These rules govern the use of the common areas, owners' property and the personal conduct of the owners, guests, renters, visitors, and workers. These rules, including penalties for violating the rules, are established by the Board of Directors as provided for in Article VI, Section One (a) of the Association By-Laws and Article 19.1 of The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Division 2.

In addition, the Association By-Laws, CCR's and Federal, State, and local laws also apply to Wapato Point. All building and architectural issues are separately governed by ACC Guidelines.

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 area such as pools, parks, sports courts, and beaches.
5. Assistance or Emotional Support Animal (ESA) - 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 member 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&R's) – 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 – A renter, guest or worker who is responsible for, registers and ensures compliance of rules by all occupants staying (or workers) at a home, condo, or unit when the owner is not present. This person is to be authorized by the owner prior to registration and must be age 21 years or older. Other occupants or workers shall register at time of registration.

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 (paying a fee) 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) regulation 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. Doesn’t include pickups.
17. Vehicles – Licensed and unlicensed motorized vehicles. Includes cars, pickups, motorcycles, golf carts, ATV’s, 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 when an owner is not present, a designated responsible person shall register the occupants and agrees to be an occupant of the property for the duration of the stay. That person agrees to be responsible for the actions of all occupants and that all occupants understand and comply with the rules and CCRs of Wapato Point.
(Infraction/Fines Category – B /person, dismissal)
- 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.
(Infraction/Fines Category – B /vehicle, impound vehicle)
- c. Any failure by renters, guests, visitors, or workers to comply with any of the Rules, CCRs or laws may result in fines or up to a forfeiture of your rights to remain on Wapato Point, including immediate dismissal from Wapato Point with or without the assistance of local law enforcement. If renters, guests, visitors, or workers are notified of such action, they agree to leave Wapato Point immediately.

2. Use of Wapato Point

- a. Owners, guests, 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 association units. Division 2 does not supply firewood to owners, renters, or guests.

- c. Trespassing on lots that are private property or other owners' lots is not allowed.
- d. Homes cannot be used as duplexes or rented to more than one party at a time.
- e. Work conducted within the confines of a home shall not be visible as a commercial business from the outside. No manner of producing or selling products or services nor above normal vehicular or pedestrian traffic or parking shall be observed on the lot.
- f. Activities such as yard or garage sales are prohibited unless previously approved by Wapato Point.
- g. All sleeping arrangements must be confined to each home or unit's accommodations. Sleeping in vehicles, boats, tents, or on any common areas is not allowed.
- h. 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.
- i. Unsightly Conditions Article 13.2.15 of the Declaration. No unsightly conditions shall be permitted to exist on any portion of the Association. Unsightly conditions shall include, but not limited to, laundry hanging or exposed in view for drying, litter, trash, junk or other debris.

3. Noise/Disturbances

- a. Owners, guests, and renters shall conduct themselves in a manner that is respectful of and not disruptive to others and that will not prompt complaints to others, Wapato Point or law enforcement.
- b. Loud and/or disruptive noise is prohibited between 11 p.m. and 8 a.m.
- c. Events or gatherings that interfere with others' use or enjoyment of their properties, common areas or amenities of Wapato Point are not allowed unless previously approved by Wapato Point.

4. Occupancy

- a. Maximum occupancy for any home or lot, where the homeowner is not present, is not to exceed 12 persons (including children) at any time during the period of occupancy (24 hours per day).
(Infraction/Fines Category – E, Call to Law Enforcement - E, Eviction of guests/renters.)

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 should 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 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, ACC approved areas, 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. Trucks and vehicles with trailers necessary to perform work at a property are only allowed parking on the lot and, if they don't fit, on the road or shoulder for a short duration, (less than one hour) when they don't impede traffic and have previous approval by Wapato Point.
- c. Excess vehicles that don't fit at an owner's lot or assigned parking areas are to be parked in unassigned or 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 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. Full time 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. All garbage, waste and trash containers/cans are to remain in the garage or ACC approved structure/area on owners' lots (not visible from any direction outside the home), except for trash pick-up, if the owner subscribes to such service.
- c. Containers/cans shall only be placed out on the night before and/or trash pick up day on the owner's lot next to the street and must be put away by the end of trash pick up day. No additional garbage, waste or trash shall be left outside of containers/cans.
- d. Incineration of garbage, yard waste, construction materials or refuse is not permitted.
- e. 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.
- f. Littering of any type is prohibited on Wapato Point. Garbage receptacles shall be used in common areas.

8. Pets/Animals

- a. Owners are allowed to have a maximum of two pets. Each pet must be registered in accordance Rules and Regulations for Division 2.
- b. Service/Assistance animals -
 - i. Owners' 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 purposed 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, 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 expressively 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 are not to be used by guests or renters without prior permission.
- g. 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. Absolutely no diapers are allowed in the pools, except 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** – Fine for each rule \$50 first offense
 - a. Individuals-Fine/person, Additional - \$125 and dismissal
 - b. Vehicles – fines/vehicle, additional – impound and \$125 fine.

Note: Any unregistered individual or vehicle not associated with an owner, registered party or Wapato Point – Dismissal, impoundment and/or call to law enforcement.
2. **Use of Wapato Point** – Fine for each rule \$50 first offense, 2nd and additional \$125
 - a. **Duplex or more than one party use** – Fine for first offense - \$5,000, 2nd and additional offense - \$10,000.
 - b. **Commercial business use and Garage/yard sales** – Fine for first offense - \$150, 2nd and additional offense - \$350.
3. **Noise/Disturbances** – Fine for each rule \$250 first offense, 2nd and Calls to law enforcement – additional \$500 fine and up to dismissal of guests, renters, visitors.
4. **Occupancy** – Fine for first offense - \$250, Call to law enforcement-additional \$250, 2nd and additional offense - \$500 and up to dismissal of guests, renters, visitors.
5. **Vehicles** – Fine for each rule except rule c. \$75, 2nd and additional offense - \$250 and loss of driving privileges. Calls to law enforcement – additional \$250. Rule c. 0 Call to law enforcement – additional fine of \$250, loss of driving privileges.
6. **Parking** – Fine for each rule - \$50 first offense, 2nd and additional offense \$125 fine, up to impoundment and \$125 fine.
7. **Garbage** – Fine for each rule – \$25/day, 2nd and additional offense \$50/day
8. **Pets/Animals**
 - a. Pets – Violations to the Pet Rules & Regulations: First offence - warning, 2nd offence \$250, repeat offenders - possible suspension of the license.
 - b. Service/Assistance Animal – Fine for each rule – first offense or sighting - \$100, 2nd and additional offense - \$250 and removal of animal
9. **Firearms** – Fine for first offense - \$250 and firearm dismissal
10. **Boats/Docks/Waterfront** – Fine for each rule \$50 first offense, 2nd and additional \$125, call to law enforcement - \$250
11. **Pools/Gym** – Fines for each rule except g for first offense - \$50 first offense, 2nd and additional offense \$125 fine. Rule g – Fine \$250, dismissal from pool area and loss of pool privileges.
12. **Erection of placement of signs** on lot other than “For Sale” signs measuring 18”x24”, only 1 sign may be placed on lot: 5 Days’ Notice: \$10/day Fine thereafter
13. **Non-Compliant Exterior Lighting** – 14 Days’ Notice \$10/day thereafter **Revised 2.5.2024**
14. **Trees & Plantings out of Compliance** – 21 Days’ Notice: \$10/Day thereafter
15. **Building in need of paint** – 45 Days’ Notice: \$10/Day thereafter
16. **Yard in unsightly Condition** – 45 Days’ Notice: \$10/day thereafter
17. **Building not in ACC Compliance** – 45 Days’ Notice: \$10/Day thereafter

18. Radio/TV Satellite Dish not in compliance w/CC&Rs – 45 Days’ Notice: \$10/day thereafter

19. Construction related infractions:

- a. 45 Days’ Notice:
 - i. \$10/Day the First Month Fine
 - ii. \$20/Day the Second Month Fine
 - iii. \$40/Day forward after the end of the second month

20. Good Neighbor Policy Violation –

- a. \$250 Fine-First Notice
- b. \$450 Fine – Each Subsequent Fine Notice
- c. \$450 Fine – if the Sheriff is called

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 situation for 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(s) causing the violation and attempting to resolve the situation and/or,
 - ii. Reporting the situation to the Front Desk who will notify Safety Services or the Manager on Duty or by contacting Safety Services directly and/or
 - iii. Notifying the Board of Directors.
 - b. Any potential violations reported more than 48 hours after the situation occurred may not be acted upon unless it is something that may have caused damage or loss resulting from a violation.
 - c. 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 shall contact the person who reported the potential violation to gather pertinent information or data regarding the situation. The report shall be identified to be a potential violation of a rule, CCRs, or local law.
 - b. Upon receipt of notification of a potential violation, Safety Services shall respond to the location of the incident.
 - c. Safety Services shall survey the scene and situation to gather all pertinent information and take photos, as necessary. Any information shall be recorded or written down.
 - d. Safety Services shall seek out, contact, and talk to anyone who may be a witness, have information or were involved regarding the situation.
 - e. Safety Services shall seek out the owner of the property associated with the situation or, if not present, the designated responsible person at that property.
 - f. After reviewing the reports of others, evidence and evaluation of the situation, Safety Services shall determine if a violation of the rules has occurred.
 - g. Depending on the situation, Safety Services may contact additional Wapato Point staff or local law enforcement to assist with the situation.

- h. A good faith effort by Safety Services or others engaged shall be made to resolve, minimize, or correct the situation or violation. If not resolved already or immediately, it shall be identified when and how it is to be resolved or corrected and by whom.
 - i. 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. If a person is not found or available, a written warning may also be left on the door of the associated property or on the vehicle involved.
 - 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. It will also indicate how and when an associated fine is to be paid, by whom or what other actions shall be taken and by whom and when. A copy is to be retained by Safety Services. If the person involved, or responsible owner or designated responsible person is not found or available, the written infraction may also be left on the door of the associated property or on the vehicle involved.
 - iv. The Board of Directors may also issue a warning or infraction for violations that they determine to have been made.
 - v. A verbal or written warning or written infraction may also be made after the situation or later but in a timely manner and within five days.
 - vi. 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.
 - vii. 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. Safety Services will be made aware if a violation is a repeat infraction. In addition, Association Board of Directors will be informed of cases where there have been ongoing or repeated violations, late infraction payments and situations where additional BOD actions may be necessary.

- iv. BOD will notify administration of those cases where additional legal actions should be taken, privileges revoked, or liens attached to properties where infractions are not paid or dealt with.
- v. Payment of fines are subject to the collection procedures of Article Twelve of the Association CCRs. 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 less than 14 days after the infraction was issued. No fines will be collected pending completion of the hearing.
- c. The BOD shall conduct a hearing within 30 days of receipt of the written request from the owner for the appeals hearing.
- d. The owner shall have the opportunity to present to the BOD the case and justification why the infraction is not warranted. The BOD shall then review all of the details of the violation to make a decision.
- e. If the BOD doesn't make a decision during the hearing, they shall make a decision within 10 days and notify the owner of their decision. The BOD may impose the fine, reduce the fine, waive the fine or rescind the infraction or take other actions.
 - i. The owner shall make payment for any fines decided by the BOD within 5 days of notifying the owner.
 - ii. Payment of fines are subject to the collection procedures of Article Twelve of the Association CCRs.

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.