

LATITUDE 49 RESORT PARK ASSOCIATION RULES AND REGULATIONS

The initial references to the Rules and Regulations are addressed as Latitude 49 Resort Park Association; thereafter all references to Latitude 49 Resort Park Association will be referred to as Latitude 49.

These Rules and Regulations are intended to:

- Preserve the natural beauty and atmosphere of the Association property, maintaining a high standard of both the physical environment and the conduct of the owners, owners' children, guests, tenants', tenants' children and tenants' guests.
- Provide a recreation area in which all owners, owner's families, owners guests' tenants, tenants' families, tenants' guests to conduct themselves in a manner, which is not offensive to others.
- Give protection, safety and enjoyment to owners, owner's children, owner's guests', tenants, tenants' children and other guests.

Interpretation and enforcement of the Rules and Regulations is the responsibility of the Board of Directors of Latitude 49. Violations will be reviewed and approved by the Board. At the direction of the Board, letters outlining the violations will be sent by Property Management to the owners in the park. Neither the Board of Directors, nor the Association shall be liable for non-compliance or violations of the Rules and Regulations.

Problems can be eliminated if the Rules and Regulations are followed. Please do not take the verbal assurance of someone who may not be completely informed on current park policy. Exceptions to the rules permitted in the past are not precedent setting guidelines and will not be repeated in the future.

These Rules and Regulations are in the Declarations of the Association. Give particular attention to: Section # 9, Section # 10 and section # 14 These rules have been condensed and written to provide a simple clarified version of the legal definition required in the Declarations. New Rules and Regulations have been added which will be covered in this document

SECTION 1. OWNERS LIMITATION ON USES AND OCCUPANCY:

1. Refer to the provisions set forth in the Declaration of Covenants, Conditions and Restrictions for Latitude 49 recorded May 13, 1991, with the Whatcom County Auditor together with any recorded amendments thereafter.
2. Recreational residence use by the parking and occupancy of one of the following recreational vehicles (as defined by the Washington Department of Licensing) as follows.
 - Mobile home
 - Park model
 - Class A, B and C motor homes
 - Manufactured home
 - Fifth wheel trailers.
 - Travel trailer.
3. Any unit to be sited in the Park, occupied or not by owner shall be new or in like-new condition and shall be subject to inspection and acceptance by the Architectural Committee and approved by the Board of Directors. **Sited means:** Any recreational vehicle connected to the utilities. **Only one recreational unit can be occupied on any lot.**

4. No unit shall have more than 2 bedrooms.
5. All motor homes, 5th wheels, travel trailers, or park models sited in the park shall not exceed 890 square feet of livable space. Phase #3 in the park allows for larger manufactured homes not to exceed 1188 square feet.
6. All parcels shall have gravel, concrete or pavers under recreational vehicles and concrete or magnums under any manufactured homes.

SECTION 2: PARKING:

1. The parking of no more than two (2) licensed motor vehicles in addition to a sited recreational vehicle is allowed per parcel. **(Sited: any recreational vehicle that is connected to the utilities.)**
2. Owners and tenants who have guests intending to stay in a motor home, trailer or other recreational vehicle, may secure written permission and a guest pass from Property Management. Approval for guest parking of an RV on an Association members lot will only be granted for up to two (2) weeks. This privilege may not be exercised more often than once in any three (3) month period. If guest/guests behavior is undesirable they will be asked to leave the park immediately. Any guest/guests evicted from the park for inappropriate actions/behavior will never be permitted to stay in the park again. Owner will be responsible for their guest's behavior and the cost of any damages that may occur during their visitation, including the cost of fines for the damages incurred during their visitation.
3. Guests shall park their motor vehicles only in authorized areas by making prior arrangements with Property Management. Guest's vehicles shall display a guest pass on the dashboard at all times. Passes can be obtained from the Property Management during office hours. The pass must be returned to the office at the end of guests visit.
4. All utility trailers must be parked out of view of neighboring parcels, the commons areas, amenities and roadways in the park.
5. No vehicles shall be parked on the street except for emergencies, delivery, loading for travel or construction purposes.
6. No vehicle is permitted to park parallel across the front of any parcel.

SECTION 3: PERMISSIBLE ADDITIONS:

1. Subject to approval of the Board of Directors as to location, design, materials and finish and further subject to the limitation that the "footprint" of impervious surfaces on any one parcel may not exceed 1,250 feet in Phases #1, 2, and 4 nor exceed 1,750 square feet in Phases #3 (parcels 152 through 233) including the recreational vehicle. Amended July 7, 1999

SECTION 4. STORAGE-SHEDS:

1. **No more than one (1) storage shed** of more than one hundred (100) square feet of floor space and no higher than eight (8) feet in sidewall height and a 3/12 roof pitch is allowed. The maximum eave size of 15 inches is allowed. All sheds shall be constructed of wood with wood or vinyl siding and shall comply with Whatcom County building codes.
2. **No outside plastic storage units that are visible from the road are permitted in the park. (i.e. Rubbermaid or other molded plastic brands.)** These units will not be permitted to be used in Latitude 49 due to their appearance and safety issues.
3. No gazebo shall be used as an open/closed storage unit.
4. No shed can be occupied as a residence or sleeping quarters.

SECTION 5. DECKS:

1. A deck or porch can be no longer or higher than the recreational vehicle, whether covered or uncovered by a roof, semi permanent cover, and whether open sided, fully enclosed or partially enclosed, attached or adjacent to the recreational vehicle. It cannot be more than 8 feet in width, except an extension in width of up to an additional four (4) feet may be allowed at the discretion of the Architectural Committee and the board liaison to the committee. A deck may require a permit.

SECTION 6. CARPORTS:

1. A carport to accommodate one or two vehicles provided it is no longer nor higher than the recreational vehicle or manufactured home at any point. It can be no higher than ten (10) feet at the lowest point and is walled on no more than one side. Carports must be built according to county code. The Architectural Committee must approve all carport additions. A carport may require a permit.

SECTION 7. AWNINGS:

1. Awnings adjacent to the recreational vehicle or manufactured home, whether freestanding or attached to the recreational vehicle or manufactured home, provided it is not longer nor higher than the recreational vehicle or manufactured home and is not more than eight feet in width, except that an extension in width of up to an four (4) feet may be allowed by special permission of the Board of Directors.
2. No awnings, decks, patio covers, air conditioning units, or other projections shall be attached to exterior walls, doors, or sheds without prior written approval of the Architectural Committee. They cannot be more than 8 ft in width, except an extension in width of up to an additional four (4) feet may be allowed at the discretion of the Architectural Committee and the board liaison to the committee.
3. A county permit may be required for awnings that are free standing or enclosed.

SECTION 8. TRELLIS, PLANTERS ETC:

1. A trellis, planter box, or stub wall constructed around the patio or area covered by an awning, provided it does not exceed thirty two (32) inches in height.

SECTION 9. FENCES:

1. Fences of an approved design not to exceed five (5) feet in height, located not closer than ten (10) feet to any roadside parcel line and constructed, so as not to impede access from the road to electric and gas meters.

SECTION 10. DRIVEWAYS:

1. A driveway of an approved design not to exceed eighteen (18) feet in width may be constructed on a parcel, provided there shall be only one (1) driveway entrance per parcel. There shall be no driveway through any parcel. For any parcel bordering on both a cul de sac and a common element roadway or street, the driveway should be constructed to border on the cul de sac where practical. All parcels should have driveways made of concrete that accommodate two (2) licensed motor vehicles. No additional driveways may be constructed without prior approval of the Architectural Committee. No parking on the dirt or grass will be permitted.

SECTION 11. LOT IMPROVEMENT:

1. Any lot improvement or new construction requires the owner to obtain a lot improvement form from the administrative office. The form must be completed and submitted to the Architectural Committee for review and approval before any changes or construction can

begin. Any approved county permits must be submitted to the Architectural Committee before changes or construction begins. Lot improvement forms will be reviewed and approved by the Architectural Committee and the Board Liaison within 30 days of receipt by the committee.

2. The owner must receive written approval from the Architectural Committee prior to commencement of construction.
3. Where a building permit or other governmental permit is also required, it is the owner's responsibility to obtain the permit from the governmental agency/agencies having appropriate jurisdiction and provide the evidence of such permit to the Architectural Committee for their approval before alterations or construction begins.
4. Owners shall or cause to be installed all architectural requirements pertaining to structures within 180 days of delivery of the structure including, but not limited to setup, block level, utility connections, meter and fees, skirting, and construction of permanent deck or steps for access to the structure. All structures shall comply with Whatcom County requirements.

SECTION 12: SETBACKS:

1. As of September 17, 2005 all structures shall adhere to the five (5) foot side and back set back from the property line as required by Whatcom County Code.

SECTION 13: OWNERS /GUESTS AND MINOR CHILDREN:

These rules are intended as guidelines. Violations are not limited to the following:

1. No minor under the age of 18 years of age shall be allowed in any commons building unless accompanied by an adult or property owner.
2. No minor under the age of 18 shall be allowed in the swimming pool area except during the hours posted in the swimming pool area, and unless accompanied by an adult or property owner.
3. No unlicensed person shall be driving within the park boundaries.
4. No minor shall drink alcohol within the commons areas of Latitude 49.
5. No individual shall be allowed to ride bicycles, skateboards, roller blades, scooters or golf carts in a **reckless manner**, (speeding etc.) in the street. No bicycles, skateboards, roller blades, scooters or golf carts will be allowed in the commons area.
6. Smoking is not allowed in any of the common area buildings nor within 25 feet of common area buildings.
7. Any infractions can be punishable by a fine and/or loss of commons privileges up to as long as 60 days for all parties involved.
8. Property owners /Parents will be held liable for any damages done by any minor child/visitor to another property owners parcel, or any equipment or property within the commons area. Latitude 49 is not responsible for the safety of any child/visitor in the park or damages caused by their actions for the safety of any property owner/child or visitors in the park.
9. Quiet hours between 10:00 p.m. to 8:00 a.m. shall be observed in all commons areas of Latitude 49 with the exception of Association events held in the clubhouse. BE CONSIDERATE OF YOUR NEIGHBORS.

SECTION 14: TENTS AND GAZEBOS:

1. No tents shall be used in the park.
2. No solid side curtains will be allowed on gazebos that would create a tent.

SECTION 15: BUSINESS OR OFFENSIVE ACTIVITIES:

1. No noxious, offensive, immoral or illegal trade or other illegal activity may be performed upon any parcel or in the common elements, nor shall anything be done within the boundaries of Latitude 49, which may be or become an annoyance or nuisance to the neighborhood or within the Association. No part of the property shall be used for business, professional commercial, religious, institutional purposes, except for the activities of the Association in furtherance of its owners.
2. Nothing shall be done to or within a parcel, recreational vehicle or manufactured home, which will increase the rate of insurance on the common elements or other parcels.
3. No commons buildings shall be used for the purpose of activities that would undermine the stability of the park, the elected Board of Directors or for the purpose of creating dissention among the owners in the park, or attempt to interfere with the business of the park.
4. Harassment, intimidation, threats and/or entrapment of any members of the Board of Directors, owners, or hired employee/employees will be not be tolerated.
5. Any printed material distributed by letter, email or posted within Latitude 49 Resort Park Association that is offensive, intended to harass, slander any owner/owners including the Board of Directors, Property Management or employees will not be permitted. Only the newsletter approved by the Board of Directors will be recognized as the official newsletter of the Association. Use of the Association name shall not be used without approval of the Board of Directors.
6. Trespass on another owners property by person/persons, animals or vehicles will not be tolerated. Trespass is a violation of state law; therefore the owner can prosecute a person. Lots in Latitude 49 are deeded lots with property lines, which afford property owners the rights of ownership with the legal rights of any property owner in Whatcom County or the State of Washington. Everyone in Latitude 49 is protected from trespass by neighbors or others.
7. The Board of Directors is not elected to police disputes among neighbors. The function of the Board is to provide oversight of all business functions in the park as well as other duties as described in the Declarations and Bylaws. If you have a problem with your neighbors, it must be resolved without the intervention of the Board of Directors. Frivolous complaints reported to the Whatcom Sheriffs Department will jeopardize the people in the park and give the park an unsatisfactory image in the community. Common sense and decency should resolve most problems.
8. Invasion of privacy is unacceptable. Respect your neighbors right to privacy.
9. No flag will be flown higher than the U.S. flag anywhere in Latitude 49.

SECTION 16: SIGNS:

1. No sign of any nature whatsoever shall be displayed or placed upon any parcel, the outside of any recreational vehicle, in any window, or in or on another vehicle parked in Latitude 49 property.
2. "For Sale" and "For Lease" signs are specifically prohibited from being placed on any parcel except for the small plastic (real estate) boxes. With the approval of the Board of Directors, real estate flyers may be placed in the real estate sales display board at the front gate. This is the only form of real estate advertisement allowed in the park.
3. The property is declared to be a community free from solicitation or other commercial advertising. Displaying any kind of commercial advertising in any of the commons building is prohibited.
4. No signs, flags or banners, shall be permitted on any of the common elements, front fence or park entry gate without the prior written consent of the Board of Directors.

SECTION 17: OUTSIDE LIGHTING:

1. No spotlights, floodlights, party or similar type high intensity lighting shall be placed or utilized upon any parcel or the commons areas, which in any way allows light to be reflected on any other parcel without the prior written authorization of the Board of Directors.

SECTION 18. ANIMALS:

1. No more than 2 pets are allowed per parcel.
2. No pets shall be maintained on any parcel for breeding or commercial purposes.
3. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance to other neighbors. Upon written request by an owner to the Board of Directors, a determination will be made to ascertain, if a violation of the Rules and Regulations has occurred and appropriate measures will be taken. At the direction of the Board of Directors, a letter of violations will be sent to the owner in question by Property Management. The decision by the Board of Directors will be enforceable and appropriate fines will be levied to the owner.
4. All pets, dogs and cats, must be kept on a leash or otherwise confined when not within the recreational vehicle or manufactured home. The leash shall not exceed five (5) feet in length.
5. The following breeds of dogs are specifically prohibited: Pit Bull, Chow-Chow, Doberman Pinscher, Rottweiler, and Wolf-Hybrid. A dog that has been party to attacks or biting incidents in the past will not be allowed in the park.
6. The owner of a parcel on which a pet resides shall be responsible for immediate clean up, of all fecal material created by their pet/pets or be subject to assessment of a suitable "pet clean up fee" as determined by the Board of Directors.
7. Dogs must not exceed a weight of forty (40) pounds except existing dogs of a few owners who purchased their parcels prior to August 1998.
8. No pet shall be allowed to relieve itself on any property except his or her owner's parcel. Unoccupied lots are owned by someone and should not be utilized by pet owners as exercise areas and pet elimination areas.
9. No pet/pets are allowed on the commons grounds or in the commons building.
10. All pets shall wear ID tags, licenses and must have proof of rabies shots.
11. Latitude 49 is not responsible for any dog bites or other problems caused by any owners, guest or renters pets.
12. All rules for pets shall apply to all owners and their guests.
13. Pet owners shall pick up all animal feces or littering immediately whenever in the park.

SECTION 19. WINDOWS:

1. No reflective materials, including, but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be permitted on any parcel, recreational vehicle or manufactured home, so as to be visible except as permitted by the Board of Directors.

SECTION 20. LAUNDRY FACILITIES, POOL AND SPA.

SECTION 20A. LAUNDRY FACILITIES (ON OWNERS PARCEL)

1. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected placed or maintained on any portion of a parcel.
2. If written prior approval from the Board of Directors is obtained, and the proper governmental permits are obtained, washers and dryers may be operated in storage sheds. (Lot improvement form must be obtained and The Department of Labor and Industries must

be contacted to obtain the requirements for putting electrical hookups in a storage shed for washers and dryers.)

SECTION 20 B: LAUNDRY (LATITUDE 49 LAUNDRY FACILITIES)

1. Laundry must be removed from the washing machines and dryers after use.
2. Owners, guests and renters shall not make use of more than two (2) washers or two (2) dryers at the same time.
3. No dyeing of clothing or use of any chemicals in washers other than laundry soaps and bleaches.
4. After using the laundry room, the facilities must be left clean. All windows and doors must be closed before leaving the building.
5. Owners, guests, and renters shall report any problems with laundry equipment to Property Management.
6. Check all washers and dryers after use to assure that nothing is left in the machines. The Association is not responsible for any lost or stolen items.
7. Laundry room shall be kept free and clean of rubbish, debris and other unsightly material.

SECTION 20C: POOL AND SPA:

1. Food, or glass containers will not be permitted in the pool area.
2. An adult must accompany all children under the age of eighteen (18) at all times.
3. No children under the age of six (6) will be allowed in the hot tub (spa) area.
4. Diaper age children are prohibited from the pool. **(Owners will be held financially responsible for any costs incurred for having to clean the pool facilities as a result of any contamination).**
5. Proper swimming attire is required in the pool area.
6. Each person must shower before entering the pool or spa.
7. All bathers must use the restroom in the laundry building. The clubhouse is off limits to wet bathers.
8. Additional rules are posted in the swimming pool, spa area.
9. **USE OF THE POOL IS AT OWNERS/TENANTS AND GUESTS OWN RISK. NO LIFEGUARD IS ON DUTY.**

SECTION 21: NOISY EQUIPMENT:

1. Except for security devices or emergency vehicles, no equipment which gives off disturbing sounds or loud noises, including, but not limited to, radios, stereos, television, lawn mowers, power hedge clippers, power chain saws, mopeds, motorcycles and other similar noisy equipment shall be operated on any part of the property except in a reasonable and non-offensive manner.
2. The above listed equipment shall not be operated from 10:00 p.m. to 8:00 a.m. during quiet hours in the park. Remember quiet hours are observed from 10:00 p.m. to 8:00 a.m.

SECTION 22: OWNERS PARCEL MAINTENANCE:

1. Owner or tenant shall maintain all portions of his/her parcel in a neat and trimmed fashion at all times.
2. Owner or tenant shall be responsible for the removal and proper disposal of all landscaping or yard waste, rubbish, trash, and household garbage.
3. Rubbish trash and garbage shall not be burned nor allowed to accumulate on any parcel.
4. All trash, rubbish and household garbage shall be stored in secure containers and out of view of neighboring property and the commons element roadways and streets.

5. All boats, bicycles, equipment, boxes, woodpiles, storage piles and other similar items shall be kept so as to conceal them from view of neighboring property and the commons elements roadway and streets.
6. Any individual tree located on a parcel shall not exceed eighteen (18) feet in height and shall be subject to being trimmed so, as not to interfere with a neighbor's use and enjoyment of his parcel.
7. Any vegetation used as a screening fence or hedge shall not exceed five (5) feet in height and shall be subject to fence location rules as detailed in the Declarations. A clear vision of the roadway shall be maintained on the corners of all property at the intersection of two streets.
8. No moss is allowed to grow on roof of sheds, recreational vehicles, driveways, or any other structure or on any parcel.
9. No recreational vehicle, fence, shed or any other structure shall go in need of paint.
10. The Lot Number must be posted in front of each parcel in accordance with local Fire Department regulations.
11. Lawns, driveways, planter boxes, planted areas shall all be kept weed free.
12. All painting and repairs to roofs, fences, decks, railings, sheds, planter boxes or any other structure must be done in a timely manner and not be neglected.
13. If any parcel is not maintained and in compliance, the Board of Directors can take the necessary actions, through Property Management, to correct the problem at owners expense.
14. Each parcel and structure shall be kept in a sanitary condition, free of offensive odors and insect or rodent infestation. No rubbish or debris of any kind shall be placed or permitted to accumulate so as to render the park or any parcel to become unsanitary, unsightly, offensive or detrimental to any resident, the parcel, other parcels, the park or neighborhood.
15. Re-painting of unit in other than the original color requires a lot improvement form with color swatch attached. These forms can be obtained in the Administrative Office.
16. Every parcel must stay in compliance with the Rules and Regulations as described in the Declarations.

SECTION 23: TRASH COMPACTOR.

1. No lawn furniture, window shades, window blinds, curtains, televisions, electronic equipment, other household furniture, appliances, barbeques, tree limbs, construction materials including treated lumber, anything flammable, motor oil, anti freeze or other contaminants shall be placed in the trash compactor.
2. Small branches or debris that will fit into a thirty three (33) gallon garbage bag may be placed in the trash compactor.
3. No trash or any items shall be left in or around the fenced trash compactor area.
4. After use of the area, close the gate securely before exiting the area.
5. No children are to play near or be allowed to deposit trash in the trash compactor.
6. No animals are allowed unattended in the trash compactor area
7. No parties in the park may hold Latitude 49 liable for any injuries sustained when using the trash compactor. You use this equipment at your own risk. Personal safety is your responsibility.
8. If any owner is found to be responsible for any damage/failure of the trash compactor they shall be held liable for the total cost of parts and repair.

SECTION 24: USE OF THE COMMONS BUILDINGS (OWNERS MEETINGS)

1. The Administration Building, Clubhouse, and Activities Building have Rules and Regulations posted outlining the proper procedure to use in these areas.

2. All meetings to be held in any commons buildings must also be scheduled with the Activities Committee Chairperson or designated person to assure that the building is not already in use for activities of the Association.
3. The commons buildings must be left neat and clean after each event or meeting. Turn off all lights, and close doors and windows.
4. The Association is not responsible for any accident, stolen or lost items during an event or meeting, held in the commons buildings, pool or spa.

SECTION 25. PROPANE TANKS.

1. Only propane tanks utilized in connection with barbeque grills, motor vehicles and recreational vehicles as attached by the manufacture of it shall be permitted on any parcel.
2. The use of propane tanks must be in compliance with applicable laws, rules and governmental regulations and applicable rules of the Board of Directors.
3. In phase #3. (Parcels 153 thru 233) and in phase # 4, (234 thru 318) propane tanks up to 100 gallons in size may be placed on a parcel subject to applicable rules of the board and applicable laws and governmental regulations. AMENDED AUGUST 2, 1994
4. In phase # 2 (parcels 1 thru 151) propane tanks of 100 gallon are not allowed.

SECTION 26. ANTENNAS:

1. Satellite TV antennas/dishes 1 meter or less in diameter may be installed within a parcel, except for the ten (10) foot roadside setback area. All other types of reception or transmission antennas are subject to the discretion and approval of the Board of Directors.
2. No devices for the transmission or receiving of television or radio signals shall be erected unless approved in writing by the Board of Directors.

SECTION 27. RENTALS.

1. No portion of the property, except an entire parcel, may be rented and then only to a maximum of two (2) adults for residential purposes, for a continuous period of at least thirty (30) days with a written lease.
2. Under **NO** circumstance can an owner sublease, let out, rent (whether for a fee or at no charge) their parcel without the prior written authorization of the Board of Directors. Copies of Board authorization, rental, and lease agreements will be maintained in a file in the administrative offices or with Property Management offices.
3. All lease/rental agreements shall contain a provision in which the tenant agrees to submit to the terms and conditions of the Declarations, the Bylaws, and the Rules and Regulations adopted by the Board of Directors as though such tenant were an owner.
4. Owner shall be responsible and liable for all violations and losses caused by the owner's tenants and occupants.
5. In the case that a tenant, occupant or persons living with the tenant violates the Declarations, Bylaws, or Rules and Regulations, the Association shall have the power to bring action or suit to collect for damages, and attorney's fees.
6. The Board of Directors shall have the power to suspend the right of the tenant, occupant or person living with the tenant to use the recreational facilities in the common elements for any violation for up to sixty (60) days.
7. **TIMESHARES ARE PROHIBITED**

SECTION 28. MISCELLANEOUS.

1. Each owner will be issued two (2) gate cards. There will be a charge of \$20.00 U.S. per card for replacement for lost cards. Be very careful whom you give these cards to because we all want to remain a safe and secure park.
2. Speed limit through out the park is 10 miles per hour. A fine will be imposed for any one who is found speeding or driving recklessly in the park.
3. It is the responsibility of each owner in the park to assure that the administrative office has a current address and phone number. Failure to do so with is a violation of the Rules and Regulations of the park, punishable by a fine.

SECTION 29. ASSESSMENTS AND FINES:

1. The common area assessments are due each month on the first (1st) day of the month. They become past due on the fifteen (15th) of the month and are subject to a late fee of \$25.00. (Per notice 14.1 of the Declarations). If the assessment remains unpaid and delinquent on the fifteenth (15th) of the following month that owner's rights to the use of the commons area is suspended, his or her name, parcel number and the amount owed **will be posted stating their loss of use of the commons area.**
2. The Association may suspend other services provided to the parcel as provided in the Declaration (Section 10.)
3. The Association further has the right to charge interest, cost and attorneys fees to collect the delinquency through liens and foreclosure as provided by Declaration (14.1).
4. If an owner, family member, visitor or tenant breaks any of these Rules and Regulations; it can lead to notification letter, fines and/or loss of commons privileges up to sixty (60) days.
5. The Board of Directors, the Property Management and owners do not want to be put into the role of policeman and jury. Please do your part and keep your parcel according to the rules and be kind to your neighbors.
6. Our property values will stay high as long as we have a well-maintained park.

THE RULES AND REGULATIONS, DECLARATIONS, BYLAWS WILL BE ENFORCED. FAILURE TO ABIDE BY THE DECLARATION, BYLAWS AND/OR RULES AND REGULATIONS WILL RESULT IN THE FOLLOWING FINES: THESE DOCUMENTS ARE THE FOUNDATION OF THE ASSOCIATION AND MUST BE RESPECTED AND FOLLOWED IF WE ARE TO MAINTAIN A FIRST CLASS COMMUNITY.

Late payment of assessments:	\$25.00 per month.
NSF checks will be charged	\$40.00 per check plus any other applicable fees.
Violation of Rules and Regs, Declarations or Bylaws.	\$50.00 first occurrence \$100.00 2 nd occurrence

~~After 30 days notification of a fine assessment any unpaid fine will result in an add'l per diem charge of \$10.00 per day~~

Following 3rd occurrence further action by the Association will be imposed.

Lost gate card.	\$ 20.00
Pet off leash	\$ 25.00 each occurrence
Pet Littering	\$ 50.00 first occurrence
Pet will be confined to owner's parcel on the second occurrence.	
Pets on commons area.	\$ 25.00 each occurrence

All fines must be paid in U. S. Funds.

Adopted by the Latitude 49 Board of Directors: March 17, 2007