

## Rules & Regulations



**November 2021**

<b>Association Office</b> 509-784-1166	<b>Physical Address</b> 255 W Beach Dr Orondo WA 98843	<b>Mailing Address</b> 250 W Beach Dr Orondo WA 98843
<b>Community Manager</b>	Krysta Westmoreland	Office 509-784-1166 509-670-9879 (emergencies only) <a href="mailto:manager@suncove.net">manager@suncove.net</a>
<b>Facilities Water Manager</b>	Thomas Everly	509-741-8130 <a href="mailto:water@suncove.net">water@suncove.net</a>
<b>Administrative Assistant</b>	Lynsey Miller	509-741-8106 (emergencies only) <a href="mailto:admin@suncove.net">admin@suncove.net</a>
<b>Safety Services</b>	Available Memorial Day - Labor Day	509-670-5182
<b>Board of Directors</b>		<a href="mailto:boardofdirectors@suncove.net">boardofdirectors@suncove.net</a>
<b>Emergency</b> (Fire, Burglary, etc.)	Call Douglas County Sheriff 1 <sup>st</sup> Call Safety Services 2 <sup>nd</sup>	911
<b>Power Outage</b>	Douglas County PUD	509-884-7191

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## Authority

RCW 64.38.020 "Association Powers"

Unless otherwise provided in the governing documents, an association may:

1. Adopt and amend bylaws, rules, and regulations.

## Intent

It is the intent of these rules and regulations to augment the recorded Covenants of Lake Entiat Lodge Associated, also known as Lake Entiat Estates or Sun Cove, to protect the value and desirability of the property and homes within our community and protect the value, function, and use of the common areas and facilities.

This guide is a summary of the Governing Documents and Board Resolutions that affect day-to-day life in the Community of Lake Entiat Estates. It does not replace the Articles of Incorporation, Restrictive Covenants (also known as CC&R's), Bylaws, or Collections Policy. Instead, it provides an overview and supplements our legal documents.

## Community Rules and Regulations

Any violation of the rules and regulations below will be considered a documented offense. A violation notice will be issued for violations, stating the time frame for compliance and referring to the fine schedule for amounts. Association employees attempting to enforce rules shall not be verbally or physically threatened.

### 1. COMMUNITY PROPERTY

**Definition.** Community property is Association-owned common space including but not limited to the Clubhouse, pool, pool area, all community-maintained grounds/buildings/structures/pathways/systems, community parking areas, tennis/basketball courts, boat docks, boat launch and lagoons. The following roadways are also designated as community property: West Beach Drive, Lake Front Road, and Lakefront Drive. All other roads within Sun Cove are public roads and are owned by Douglas County.

#### A. Usage

- I. All Association members in good standing (current on all dues, fines, and assessments) and guests, either accompanied by a member or staying at a member's home or lot, may use all community property as prescribed by these rules.
- II. Members are responsible for ensuring their guests or anyone using their property are familiar with Association rules and regulations. Members are also responsible for any damage to Association property caused by their guests.
- III. The Association Community Manager must approve private parties/functions in writing. The event will be posted in advance in the Clubhouse (or at the BBQ cabana or beach, etc.). All group activities must have current members in attendance.
- IV. A \$300 deposit is required for the use of the Clubhouse by any member-sponsored group. The deposit is refundable if all facilities used are left in their original condition.
- V. Community property cannot be reserved on holiday weekends and can only be reserved for one weekend a month during the Summer.
- VI. Rentals are not for exclusive use.

## **B. Hours of Operation**

Unless otherwise posted (on the property, website, or via mailing), there is no overnight camping on community grounds or sleeping in the Clubhouse.

### **I. Clubhouse Hours**

#### **Summer Hours (Memorial Weekend to Labor Day Weekend)**

- Sunday - Thursday 8:00 AM to 10:00 PM
- Friday & Saturday 8:00 AM to 12:00 Midnight (*Sundays included on Holiday weekends.*)

#### **Winter Hours**

- Sunday - Saturday 8:00 AM to 10:00 PM
- Members may contact the Community Manager to request the Clubhouse remain open till Midnight on Friday or Saturday (*72-hour notice required*).

### **II. Pool Hours**

- 8:00 AM to 9:00 AM Lap Use Only
- 9:00 AM to 10:00 PM General Use

### **III. Community Property Hours**

#### **(Excluding West Beach Drive, Lake Front Road, and Lakefront Drive)**

- 6:00 AM to 10:00 PM
- Boat launch access before 6:00 AM may be requested with 72-hour notice to the Community Manager.

## **C. Identification Required**

All vehicles parked on community property or in community parking areas must clearly display a current parking sticker on the dashboard or hanging in the rearview mirror or attached to a bumper on the vehicle's rear. Any vehicle not clearly displaying such pass will be provided a written warning for the first offense and towed at the owner's expense for all following offenses.

## **D. Restrictions**

- I. No alcohol consumption by anyone under the age of 21 on community property.
- II. No smoking within 25' of the Clubhouse, gazebo, or pool area.
- III. No hunting on community property.
- IV. Use of the Association member directory is for the private use of residents only. Mass email, phone, or mailing of members without the approval of homeowners or the Association Board of Directors is strictly prohibited.

## **E. Pets**

- I. While on Community/County Property, pets are required to be on a leash and under the owner's physical control at all times.
- II. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance, as determined by the Board, at its sole discretion.
- III. Members are required to "clean up" after their pets.
- IV. All pets will have an identification tag with the owner's name and phone number.
- V. No pets in Clubhouse or pool area.
- VI. All pets must be under the control of the owner when off personal, private property.
- VII. All service animals must have identification.

## F. Swimming Pool

We are required, as a Water Recreation Facility, to enforce Washington State pool rules. Refusing to obey the pool rules is subject to removal.

### ➤ Pool Hours

- 8:00 AM to 9:00 AM Lap Use Only
- 9:00 AM to 10:00 PM General Use

II. SUN COVE POOL RULES	III. WASHINGTON STATE POOL RULES
Appropriate swim attire only.	Shower before entering the pool.
Pool toys only, <b>NO LARGE POOL TOYS</b> , and all items from the river are prohibited. Pool toy use is based on the discretion of Association staff.	No food or drink within 4' of the pool.
No pets allowed.	No running or rough play.
No smoking.	Swim "diaper" or protective covering required.
No glass containers on the lower pool deck.	Children 12 and under must be with an adult (18+).
Parents are responsible for their children.	Children 13-17 must not use the pool alone.
Children 5 and under must always be accompanied by an adult (18+) in the pool.	Do not use the pool under the influence of alcohol or drugs.

## G. Community Trail Rules & Etiquette

- I. **Walkers, Joggers, and Riders** – All trail users should use the right side of the trail to allow oncoming users and those coming up from behind to pass on your left, just like the rule of the road for automobiles.
- II. **Riders** – Bicycle riders should ride single file on the right side of the trail.
- III. **Passing from Behind** – Bicycle riders should pass walkers, joggers, and slower riders on the left when the trail is clear of oncoming trail users. Passing bicycle riders should announce their presence and intent to pass with "passing on your left" or a similar phrase.
- IV. No motorized vehicles or golf carts are allowed on community trails. (See the exception in 2.C.IV. below).
- V. **Waste** - Please remove all trash and recycling and place them in the nearest container.

## 2. MOTORIZED VEHICLES/GOLF CARTS/TRAILERS

### A. County and State Law

All vehicles driven on County/Community roads are subject to county licensing and all County and State motor vehicle laws.

## **B. Licensed Driver**

The operator of any motorized vehicle on community property must be a licensed driver. This includes but is not limited to golf carts and motorcycles.

## **C. Safety**

- I. There must be at least 14' of clearance on Community roads. Community roads are defined in section 1 under "Definition".
- II. Motorized vehicles must have spark arresters and mufflers. This includes motorized scooters, bikes, and motorcycles, etc.  
Motorized vehicles are not to be driven on others' vacant lots.
- III. Motorized vehicles and golf carts are not to be driven on community property except for community-owned roads, parking lots, and other special events designated by the Association Board of Directors.
- IV. Motorized disability vehicles and golf carts displaying a valid Sun Cove disabled parking permit may be used on community property to transport members with physical disabilities. After transport, the vehicles must then be returned to the designated accessible parking area. Sun Cove disabled parking permits are issued by the Community Manager after receiving a valid Washington State Disabled Parking permit.

## **GOLF CART RULES & REGULATIONS**

Effective October 25th, 2011, by Douglas County Ordinance TLS 11 05-3CB and RCW 46.08.175, Golf Carts shall be allowed on all public and private roads within Sun Cove, beginning and ending with signage placed near the Sun Cove entrance on Sun Cove Road.

### ***Golf Cart Definition.***

Golf Cart (Chapter 46.04 RCW) "Golf Cart/ Mule" means a gas-powered or electric-powered four-wheel vehicle originally designed and manufactured for operation on a golf course for sporting purposes and has a speed attainable in one mile of not more than twenty miles per hour. A Golf Cart is not a non-highway vehicle or off-road vehicle as defined in RCW 46.09.020.

### **A. Required Golf Cart Equipment as defined by the State of Washington**

The following safety equipment is required by the State and Douglas County and is subject to change: Reflectors (Chapter 46.08 RCW and RCW 46.20.500), Seat belts (49 CFR 571.500 – Chapter 46.08 RCW), and Rearview Mirrors.

### **B. Obedience to Rules of the Road**

Any person operating a golf cart within Sun Cove shall be subject to all the duties and obligations applicable to the operator of a motor vehicle set forth by the State of Washington and Douglas County, and further shall be subject to the same penalties as provided as though the person was operating a motor vehicle.

### **C. Additional Requirements**

Any person operating a golf cart within Sun Cove shall comply with the following:

- I. Vehicle Operator License. No person may operate a golf cart unless they have a valid Washington State vehicle operator's license.
- II. Daylight Operation. No person may operate a golf cart anytime from a half-hour after sunset to a half-hour before sunrise without headlights and taillights.

- III. Restricted Highways. No person may operate a golf cart at any time on State Highway 97. As a precaution, no golf cart shall travel on Sun Cove Road past the golf cart zone signage near the entrance monuments.
- IV. Violation/Penalty. Violations of the rules of the road or any applicable motor vehicle law will be subject to the same penalties as automobiles, enforceable by the Douglas County Sheriff (DCS) or applicable agency. Parking on community property without a current and valid registration sticker is prohibited. Driving on community property, excluding community-owned roads and parking lots, is prohibited except for other special events designated by the Association Board of Directors. Golf carts are prohibited from Association trails unless a Sun Cove disabled parking permit is displayed. Under-age driving is prohibited. Violation of any golf cart-related rule will be subject to fines per the Fine Schedule and may be in addition to any penalty enforced by the DCS.
- V. Capacity. The capacity of the persons riding in the golf cart is typically two or more if additional seated positions are available with seat belts. Maximum capacity based on available seats and belts may not be exceeded.
- VI. Golf Cart Registration. All golf carts shall be registered with Lake Entiat Estates prior to operating within the Golf Cart Zone. The purpose of the registration is to identify the owners of the golf carts being operated, as provided herein. Registration of a golf cart is not intended to warrant or guarantee that the golf cart meets any particular standard or condition or may be safely operated upon the roadway. Registration shall be made in a matter set forth as follows:
  - a. Application for golf cart registration shall be made by completing and submitting a form provided by Lake Entiat Estates.
  - b. Upon receiving the proper application, Lake Entiat Estates is authorized to issue a golf cart registration number.
  - c. Lake Entiat Estates shall not register or issue a registration number when there are reasonable grounds to believe that the applicant is not the owner of, or entitled to the possession of, such golf cart.
  - d. Lake Entiat Estates shall record the number of each registration, the date issued, the name(s), and the person's address to whom issued.
  - e. Upon issuing a registration number, Lake Entiat Estates shall also issue a decal bearing the registration number assigned to the golf cart.
  - f. Such decal shall be permanently affixed to the rear driver's side of the golf cart, which shall be plainly visible from the rear.
  - g. No person shall remove a decal during the period for which issued except upon a transfer of ownership or in the event the golf cart is dismantled and no longer operates within the Golf Cart Zone.
  - h. Lake Entiat Estates reserves the right to refuse or revoke golf cart privileges to anyone within the Sun Cove community.

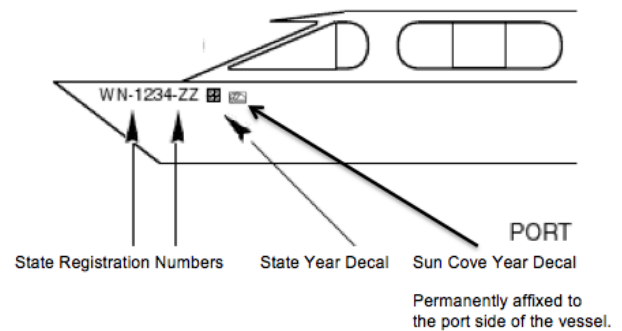
## D. Parking

- I. Park only in designated parking areas. A State-issued Disabled Parking Permit is required when parking in designated accessible parking areas.
- II. Trailer Parking. Unattended (detached from tow vehicle) boat trailers left in the boat launch or on community property will be subject to fines and may be locked or removed.
- III. Boat Launch Parking Lot. On these holidays, trailer parking spots will be exclusively for a vehicle with a trailer: Memorial Day (3-day weekend encompassing Memorial Day; Fourth of July (Saturday to Sunday encompassing the 4<sup>th</sup>); and Labor Day (3-day weekend encompassing Labor Day).

## 3. MOORAGE

### Moorage Policies

- I. All owners must provide the Community Manager a copy of their boat registration to which they are assigning their tag.
- II. Boat stickers are for the owner's use only and may not be transferred or sold.
- III. Member boats are only to be moored at the marina while the owner is in residence at Sun Cove. Boat docking facilities are to be used by members only. Guests must trailer their boats.
- IV. Homeowners with multiple "owned" boats may inquire with the Community Manager to acquire multiple stickers for a fee but are still allowed only one boat in moorage at any time.
- V. All boats must display the current year Association-issued decal on the port side (left) of the boat's bow adjacent to the WA State year sticker. A boat cover may not cover the decal, and it must be permanently affixed utilizing the adhesive from the decal.
- VI. Boats without approved Sun Cove stickers will be impounded (locked to the dock). Boat owners will pay applicable fines to retrieve impounded boats.
- VII. Docks are available on a first-come basis and may not be reserved. Any equipment, ropes, tubes, etc., left unattended and unattached to a boat will be placed onshore.
- VIII. Fueling boats and watercraft (or any vehicle) is prohibited on community property and is subject to immediate fines. Violation of this rule could be grounds for significant fines against the Association and loss of use of moorage facilities. No warnings will be given.
- IX. Personal watercrafts (PWCs) such as Jet skis are required to register and receive a sticker.
- X. PWCs are not allowed to be parked in a boat moorage slip. PWCs are required to park in designated areas only.
- XI. The designated area for PWC's is the outer perimeter of the upriver docks in the center lagoon, along the rope line in the upriver lagoon, and at any designated PWC mooring buoy in the coves.
- XII. Private PWC moorage buoys in the coves are not allowed.
- XIII. Members placing mooring buoys in the lake in front of Association Community property must provide a current Permit and License or be removed.





#### **4. COVES & LAKE**

- I. Maintain 200 feet from the shoreline while skiing or riding a personal watercraft.
- II. Boaters, personal watercraft users, and skiers are to observe common water safety rules.
- III. No swimming in or near the boat launch area or boat coves.
- IV. Comply with "no wake zone" signs.
- V. No beaching of boats on community property. This includes all watercrafts such as canoes, kayaks, paddle boards and paddleboats.

#### **5. WASTE DISPOSAL**

##### **A. Household**

- I. Household garbage may be disposed of at the community compactor site.
- II. Items such as furniture, appliances, and construction materials are not considered "household" garbage. If you are unsure if an item is allowed, please consult with a staff member.
- III. No item shall be left at or around the disposal area.
- IV. Do not leave trash at the site if the compactor is full or away being dumped.

##### **B. Grass Clippings/Other Yard Debris**

Do not deposit grass clippings or other yard debris in any other area, including but not limited to the following areas: Garbage compactor, Columbia River, vacant property, adjacent open rangeland. Disposal options include: Transfer stations in Chelan or Wenatchee or Stemilt Recycling Center in Wenatchee.

#### **6. OUTDOOR FIRES & FIREWORKS**

##### **Outdoor Fires & Fireworks Policies**

- I. No campfires, anytime, anywhere, including outdoor wood fireplaces, or coal fire pits.
- II. Controlled outdoor gas-fueled fire bowls or pits and outdoor gas-fueled enclosed fireplaces are allowed.
- III. BBQs are to be used for their intended purpose.
- IV. For safety reasons, fireworks are prohibited unless sponsored by the Homeowners Association and performed by a licensed pyrotechnic technician.

#### **7. FALSIFIED COMMUNITY DOCUMENTS**

##### **Falsified Community Documents Policies**

- I. Any person found to have duplicated (falsified) a parking or boat sticker or any Association-related document will be assessed a monetary penalty. Homeowner access to the community facilities may be denied for the following calendar year.
- II. Upon request, falsified (or questionable) documents will be immediately surrendered to any Association employee.

#### **8. RENTAL PROPERTY**

##### **A. Rental Property Policies**

Rental forms for registration and a condensed copy of the Association rules are available on the Sun Cove website at [suncove.net](http://suncove.net). Hard copies of the forms can be requested by visiting or by calling the Association office at 509-784-1166. Completed forms must be sent to the Association via email at [str@suncove.net](mailto:str@suncove.net) or by mail to 250 W Beach Dr, Orondo, WA 98843.

- I. Effective June 1st, 2007, every home in Sun Cove that is going to be offered for long-term rental by an owner will pre-register with the Association utilizing forms provided by the Association, regardless of the rental term.
- II. All rental agreements between the renter and owner will be forwarded to the Association before the rental period. In addition to the rental agreement, the owner must forward to the Community Manager an acknowledgment of receipt of the Association rules Form signed by the renter. This applies to both long and short-term rentals.
- III. Long-term Rental Moorage Policy (Applies to those renters with a minimum one-year lease)

Owner of the Long-term rental will provide and adhere to the following:

- a. Copy of the lease agreement
- b. Copy of Long-term renter's Boat Registration
- c. Copy of Relinquishment of moorage by the owner (lot specific)
- d. Acknowledgement of one vessel per lease
- e. An acknowledgment by the Long-term renter of Mooring Rules and Regulations
- f. Long-term renter will be assigned a permit to include lease dates

#### **B. Requirements for Long-term Rentals**

- I. A copy of the lease agreement is to be provided to the Association (Per section 2 of 2020 Amended and Restated Declaration of Restrictive Covenants for Lake Entiat Estates 11/30/20).
- II. In addition to the lease agreement, the owner must provide the Community Manager an Acknowledgement of Receipt of Association Rules Form signed by the renter.

#### **C. Requirements for Short-term Rentals**

- I. Owners electing to rent their home at Lake Entiat Estates (Sun Cove) must pre-register with the Association utilizing a "Short-Term Rental Application" supplied by the Association.
- II. **The application deadline is October 31<sup>st</sup> of the preceding year for requesting rental status. Should the annual cap be exceeded, a lottery drawing will take place in Mid-November** (2.1 of 2020 Amended and Restated Declaration of Restrictive Covenants for Lake Entiat Estates 11/30/20).
- III. Payment of a Rental Fee. The current annual fee is located at the top of the **Short-Term Rental Application**. This fee should be submitted by November 30<sup>th</sup>, after rental status is offered. (Bylaws Article IV, Section 3.2 dated 5/23/16 by the members allows the Board of Directors to set rental fee).
- IV. Owners are required to forward to the Association a completed Sun Cove "Weekly Information Occupancy Form" for each separate rental period and an Acknowledgement of Receipt of Association Rules Form signed by the renters.
- V. See "Short-Term Rental Rules & Regulations" via association website or office.

## 9. COMPLAINTS AND/OR PROBLEMS

The Board of Directors urges all owners to make every attempt to solve problems themselves before using the procedures below. The name and lot number of the person filing the complaint will not be released except to the Board of Directors.

### A. Complaints and/or Problems Policies

- I. Should an attempt to resolve the complaint themselves not be successful, the owner should then file a written complaint to the Board of Directors.
- II. Any owner has the right to a hearing before the Board of Directors at a reasonable time during the enforcement process.
- III. Any owner filing a complaint shall fill out and submit a **Complaint Form** found on the Association website.
  - a. In a bona fide emergency, the Board will accept a phone call, with a completed Complaint Form to follow.
  - b. Any owner filing a complaint must identify themselves.
  - c. Any owner still has the right to file a complaint with the police or other civil authority.
  - d. Petitions shall not be considered a Complaint Form.
  - e. All complaint forms shall include the applicable CCR or rule violated.
- IV. If the original problem persists, the owner may file additional complaint forms.
- V. Any owner wanting to file a complaint about a Non-Covenant/Non-Rule Issue requires two complaints from two different parties.
- VI. The Community Manager shall respond to all non-frivolous complaints within (10) ten working days of receipt of the complaint. The owner will receive a notification letter stating the nature of the complaint and any applicable penalties.
- VII. The Board of Directors reserves the right to reject any complaint if:
  - a. It is frivolous.
  - b. It is intended to be harassment.
  - c. It is vague and lacking in necessary concrete detail.
- VIII. Repeated frivolous complaints by a homeowner may be subject to fines.

## 10. ENFORCEMENT OF RULES / FINES

### A. Personnel

Association employees are here to ensure our members' safety and preserve and protect the assets of the Association. Please remember they are enforcing the rules and regulations and treat them respectfully and with courtesy. When requested by Association staff, members will provide the appropriate information (i.e., name, address, phone number, etc.).

1. Any member physically or verbally abusing staff in any way will be subject to disciplinary action to include fines or loss of community privileges.

### B. Process

#### What You Can Expect if You Are Found in Violation of a Rule:

- I. That the staff member is courteous and professional and treats you in a respectful manner.
- II. That you will receive an explanation of the violation.
- III. If you are issued a warning or fine, it will be explained to you with your options for resolving it.

### **C. Enforcement Compliance**

Owners in violation of the Bylaws, CCRs, Rules and Regulations, Resolutions and Declarations adopted by the Board shall be subjected to the following procedures to enforce compliance.

- I. First Notice of Violation: Notification of fine, plus costs, specifying the time to come into compliance delivered in person or sent via mail or email. Staff may give a warning for the first violation, specifying the time to come into compliance. Fines for forged stickers and fueling violations are not subject to written warning. These fines are immediate.
- II. Second Notice of Violation: Written notification of doubling of fine, plus costs, specifying the time to come into compliance sent via certified mail in 30 days after the mailing of the first notice.
- III. Third Notice of Violation: Written notification of tripling of fine, plus costs, and date set for sanction hearing sent via certified mail in 60 days after the mailing of the first notice.
- IV. After the 2<sup>nd</sup> and 3<sup>rd</sup> notices of the violation, access to community property may be denied or temporarily suspended.

### **D. Association Rules Violation Review**

The Association Board (or a committee thereof) will review infraction report. The Board may choose to address owners in writing with corrective action requests in addition to the fines as previously stated.

**General Fine Schedule-** *The General Fine and Fee Schedule document can be accessed at [www.suncove.net/governingdocs](http://www.suncove.net/governingdocs)*

### **E. Fines on Delinquent Association Assessments**

- I. The Association shall pursue collection of all delinquent Assessments in accordance with its Collections Policy, which may be amended from time to time.
- II. Any Assessment not paid within 15 days of its due date will be subject to interest and late fees. Interest shall accrue at the higher of 12% per annum or the maximum rate allowed by law on the unpaid balance until paid. In addition, a late fee of \$50 per month will be assessed on the 15th day after the due date, then every month thereafter until paid. For example, an Assessment is due on January 1st, a \$50 late fee will be assessed if such Assessment is not paid by January 16th; an additional \$50 per month late fee will be assessed on the 16th day of each month beginning February 16th until the Assessment is paid.
- III. If multiple Assessments are due on the same due date, they will be treated as a single Assessment.
- IV. Additional fees and costs may apply; the Association may take other action to pursue collection of delinquent Assessments. See the Collections Policy for details.
- V. Members who are not current with dues and assessments may NOT use, or allow their guests to use, the community property amenities (pool, launch, Clubhouse, etc.).

**F. Payment**

Any fine imposed shall be paid within 15 days of notice of the fine and, if not paid, will be assessed to the lot. If not paid in 30 days, the fine doubles and the owner will be charged interest at 12% per annum. If not paid in 60 days, the account will be turned over for collections.

**G. Expenses**

All expenses and costs incurred by the Association or the Board of Directors, including all legal and collection costs, will be specifically assessed to the lot owner in violation.