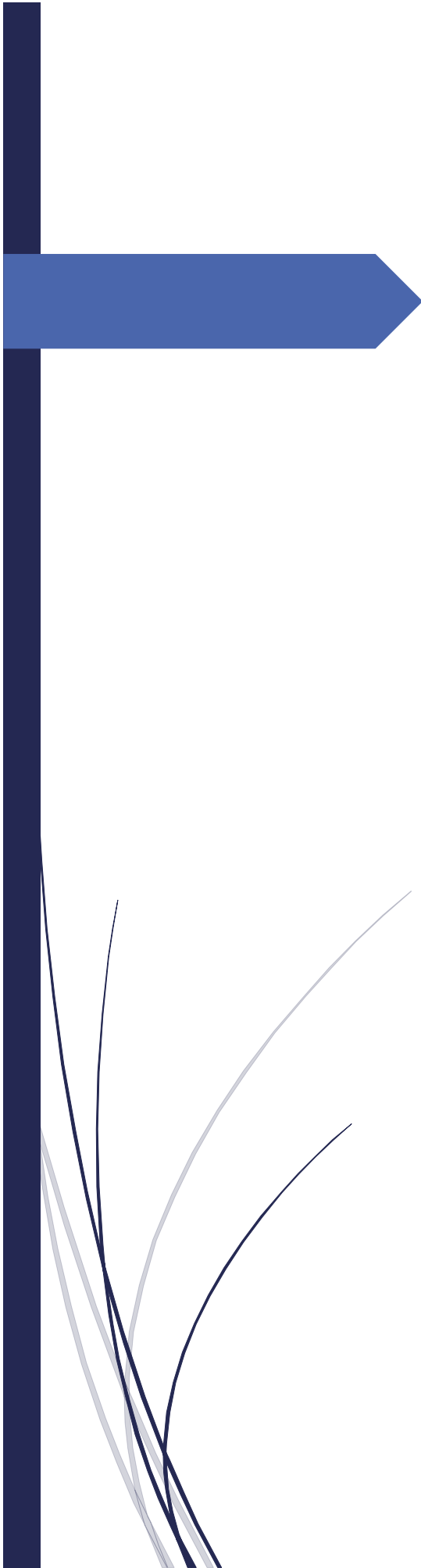




VALLEY ESTATES MAINTENANCE ASSOCIATION

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Valley Estates Maintenance Association,

Bylaws of Valley Estates Maintenance Association, A nonprofit corporation UBI# 601510958

ARTICLE I Identification of Property, Application of Bylaws, and Definitions

1.1 Legal Description

Property is described as real property situated in Yakima County, Washington:

Whereas VALLEY MANUFACTURED HOUSING, INC., a Washington State corporation, “Declarant” herein, is the owner of the following described real property situated in Yakima County, State of Washington, to-wit: Property is described as real property situated in Yakima County, Washington:

Lots 1 through 157, Valley Estates Plat, Plat A and B, recorded in Volume DD of Plats, page 58, records of Yakima County.

AND

WHEREAS Declarant desires to place reservations and restrictions on said real property for the improvement thereof and the protection and benefit of itself and future owners,

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, Covenant, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the above-described property and be binding upon and shall inure to the benefit of all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The term “Property” includes all property within the perimeter of the listed lots, including the common area.

1.2 Covered by the Bylaws

The provisions of these Bylaws apply to the property, and all present or future owners, tenants, or any other person that might use or be upon the property, now or hereafter, enjoy occupancy rights and are subject to the regulations outlined in these Bylaws.

1.3 Owner Occupied

All properties in Valley Estates must be owner-occupied. No property within the Association will be rented.

1.4 Name and Location

The name of the Association is Valley Estates Maintenance Association (the “Association.”) The principal office of the Association shall be located at 1818 S 70th Ave, Yakima, WA (“Clubhouse.”) Officially scheduled meetings of Members and Board of Directors will be held

on the announced day and time located at the property of the Association designated as the “Clubhouse.”

1.5 Definitions

The terms capitalized or used in these Bylaws will have the meanings outlined in the Association’s Covenant, Conditions, and Restrictions. (Covenant Art I Sec 1-7)

- a. “Association” or “Homeowners Associations” will mean and refer to Valley Estates Maintenance Association, a Washington nonprofit corporation, its successors, and assigns.
- b. “Common Area” will mean that part of Valley Estates Plat, including all improvements, is owned by the Association for the common use and enjoyment of the owners.
 - a. Ownership of the common areas and the improvements are transferred to the Valley Estates Maintenance Association.
- c. “Declarant” refers to Valley Manufactured Housing, Inc., a Washington corporation, its successors, and assigns.
- d. “Lot” shall mean any of the plots of land described above as part of Valley Estate’s recorded plat or any recorded modification but does not include a common area as delineated on said plat.
- e. “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot and shall include contract purchasers but shall not include those having such interest as security for the performance of an obligation.
- f. “Plat” shall mean the Valley Estates Plat recorded on Page DD of Plats 58, records of Yakima County.
- g. “Members” shall mean and refer to the record owner, whether one or more persons or entries of fee simple title to any lot, and shall include contract purchasers but shall not include those having such interest as security for the performance of an obligation.
- h. “Property” shall refer to the real property described above and any additions thereto as may hereafter be included by amendments of the Valley Estates Plat.
- i. “Clubhouse” shall refer to the principal office of the Association located at 1818 S 70th Ave, Yakima, WA.
- j. “Quorum” Unless the governing documents specify a different percentage, a quorum is present throughout any meeting of the Association if the owners to which thirty-four percent of the votes of the Association are allocated are present in person, by absentee ballot, or by proxy at the beginning of the meeting.

1.6 Fiscal Year

The Association’s fiscal year begins on the date of incorporation, and each subsequent year will commence on January 1st and end on December 31st.

1.7 Interpretation

In the case of any conflict, the (1) Federal Law, (2) State Law (RCW 24.03A), (3) County Law, (4) City Law, (5) Articles of Incorporation, (6) Covenant (7) these Bylaws, shall prevail in that order.

ARTICLE II MEMBERSHIP and Voting

2.1 Membership

Membership is composed of all owners of record, whether one or more persons or entities of a fee simple title to any of the lots referenced in [1.1](#) and will include contract purchasers but will not include those having interest as security for the purpose of an obligation. The owner of one lot will constitute one Membership. In the event of co-ownership of a lot, those parties together will comprise one Membership. (Covenant Art III Sec 1)

2.2 Voting Privileges

The voting rights of members of the Association are set forth in the Articles of Incorporation IV, which states the class of Membership of the Association.

ARTICLE III Meetings and Management

3.1 Special Association Meeting for the Board of Directors

A special association meeting is held in June for the elections of Board members. The meetings will be held on the property premises, in or around the Clubhouse. When voting is necessary, a quorum must be present either in person, by absentee ballot, or by proxy.

3.2 Special Meetings

Special meetings of the Association may be called using RCW 24.03A.395.

Special meetings may be called at any time by a majority of the Board of Directors, the President, persons authorized by the Board of Directors, or upon receipt of a petition of Twenty-five percent of the membership in the form of a record describing the purpose for which the meeting is to be held. Special meetings will be held in or around the Clubhouse. When voting is necessary, a quorum must be present.

3.3 Notice

The Secretary or other officers specified in the Bylaws will give not less than fifteen (15) or more than fifty (50) days written notice to each member of the date and time for each annual or special meeting, according to Sections 3.1 and 3.2.

3.4 Annual Association Meeting

Annual meetings are held in November of each year. Approval of the annual budget, the establishment of a method of collection of assessments, violations of the Covenant, and the determination of property management will be established by the proceedings at the annual

meeting of the Membership. Except as may be otherwise specified, decisions of the members at the annual or special meetings require the approval of a majority of members present, by proxy, or absentee ballot. When voting is necessary, a quorum must be present. ([Article I, Sec 1.5 j](#))

ARTICLE IV BOARD OF DIRECTORS

4.1 Composition

The Association's Board of Directors will be composed of elected officers. The total number of directors to constitute the entire Board shall equal seven (7) and not less than three (3). As used in these Bylaws, "entire board" means the total number of directors the Association would have if there were no vacancies.

4.2 Replacement of Directors

The Board of Directors may elect replacements to fill director vacancies. A replacement will complete the term of the position filled by the appointment.

4.3 Annual Board of Directors Meeting

An annual meeting of the Board of Directors will be immediately held after the Special Association Meeting held in June for elections.

4.4 Board of Directors Special Meeting

Any director may call special meetings of the Board of Directors on three (3) days' notice to each director. Any director may waive notice, and attendance of the meeting will constitute waiver of the notice by such director.

4.5 Director Quorum

No less than four (4) directors will form a quorum.

4.6 Powers

The Board of Directors has all the powers and rights necessary to administer the Association's affairs, perform the Association's responsibilities, and exercise its rights as set forth in these Bylaws, the Covenant, and the Articles provided that such rights and powers are not inconsistent with the provisions of state laws and limited by the provisions of the Association's Covenant. The Board of Directors has the power to:

- a) Manage, control, and restrict the use of the Common Areas of the community and the conduct of the Association Members and their guests by adopting and publishing rules and regulations and establishing a monetary penalty to enforce any lack of compliance.
- b) Suspend a member's voting rights and the right to use the Common Areas if a member is in default six (6) months or more of any assessment payment due and owing to the Association or for lack of compliance with the Association's published rules and regulations.
- c) Exercise all powers and duties not reserved to the Membership and authorized by these Bylaws, Articles of Incorporation, or the Covenant.

- d) Employ and supervise attorneys, independent contractors, or other employees the Board of Directors may deem necessary to perform its functions.
- e) Non-budgeted or non-emergency expenses above ten percent (10%) of the annual budget must be approved by calling a special membership meeting. Approval will be by a majority vote of those attending the meeting, absentee ballot, or proxy. When voting is necessary, a quorum must be present.
- f) Non-budgeted emergency expenses above ten percent (10%) of the annual budget may be declared by a quorum of the Board without calling a special meeting. Quorum can be obtained by either text or email communications. Full disclosure to the community will be delivered at the next scheduled meeting.
- g) Adopt Robert's Rules of Order as a non-binding guideline.

4.7 Duties

It shall be the Board of Directors' responsibility to:

- a) Maintain a complete and detailed record of all the Association's transactions and acts and furnish said records to the Members when such records are requested in writing by Members who are entitled to vote. Whenever members request records in writing, the Board of Directors will allow access to those records within ten (10) business days.
- b) The President of the Board of Directors will supervise the members of the Board, employees, and volunteers to ensure the proper and ethical performance of the assigned duties. The Association supervises the President by attending meetings, talking to the Board, reviewing documents, and bringing up and discussing issues during the Public Input portion of the monthly board meetings.

4.8 Compensation

No director or officer will receive compensation for their services. However, the Board of Directors may be reimbursed for authorized expenses incurred in performing their duties after showing proper receipts for said expenses.

4.9 Removal of Directors

The owners may remove an elected director by first calling for a Special Meeting referenced in [3.2](#). At such Special Meeting, the owners, by a majority vote of the Association present, in person, by absentee ballot, or by proxy, and entitled to vote at any meeting of the owners at which a quorum is present, may remove any director of the Board of directors with cause.

The Board may remove any director appointed by the Board with cause. In any event of a director's death, resignation, or removal, the Board, at its discretion, may elect a successor to fill the vacant position. The successor will serve out the director's original term.

ARTICLE V Officers

5.1 Officers

The officers of the Association shall be the President, a Vice President, a Secretary, and a Treasurer. The Secretary and Treasurer may be combined when members of the Board of

Directors are missing if it is in the Association's best interest. Provision for the Associations' Directors and Officers to be covered by liability insurance is required in each annual budget.

5.2 Term of Office

Board Officers will serve for one (2) year term. Officers will assume their duties at the close of the meeting at which they are elected.

5.3 Vacancy in Office

The Board of Directors may fill a vacancy for any vacant board of directors position.

5.4 Removal and Resignation

The owners may remove an elected officer by first calling for a Special Meeting referenced in [3.2](#). At such Special Meeting, the owners, by a majority vote of the Association present, in person, by proxy, or absentee ballot, and entitled to vote at any meeting of the owners at which a quorum is present, may remove any officer of the Board of directors with cause.

The Board may remove any officer appointed by the Board with cause. In any event of an officer's death, resignation, or removal, the Board, at its discretion, may appoint a successor to fill the vacant Board of Director's position. The successor will serve out the Board of Director's original term. If needed, the Board will vote for that appointed director to fill that officer's position.

5.5 Duties

Officers will perform the duties outlined in this section and other duties prescribed by the Board.

- 1) President. The President will be the corporation's chief executive officer and preside at all meetings of the Members and the Board to ensure that all Board orders and resolutions are implemented.
- 2) Vice-Presidents. During the absence or disability of the President, the Vice-President will have all the powers and functions of the President and perform such duties as the Board prescribes.
- 3) Secretary. The Secretary shall:
 - a) Attend all meetings of the Association.
 - b) Record all votes and minutes of all proceedings in a book to be kept for that purpose.
 - c) Give or cause to be given notice of all meetings of Members and special meetings of the Board.
 - d) Be responsible for preparing and making available a list of Association Members entitled to vote, indicating the names and addresses at each membership meeting.
 - e) Maintain all the Association documents and records in a proper and safe manner as required by state law.
 - f) Perform such other duties as may be prescribed by the Board.
- 4) Treasurer. The Treasurer shall:
 - a) Have custody of the Association funds and securities.

- b) Maintain complete and accurate accounts of receipts and disbursements in the Association books.
- c) Deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board.
- d) Disburse the funds of the Association as may be ordered or authorized by the Board and preserve proper vouchers for such disbursements.
- e) Prepare, or cause to be prepared, the annual financial reports.
- f) Render to the President and Board at the regular meetings of the Board, or whenever they require it, an account of all transactions as Treasurer and the financial condition of the Association.
- g) Render a complete financial report at the annual meeting of the Members if so requested.
- h) Furnish all Association officers and agents, at his request, with such reports and statements as may be required as to all financial transactions of the Association.
- i) Prepare all financials for review by a qualified outside accounting adviser selected by the Board, annually or more often if requested by a majority vote of the members. (RCW 24.03A.225)
- j) Perform other duties as stipulated by these Bylaws or, occasionally, are assigned by the Board or the President.

5.6 Elections

In the interest of the Association and to maintain continuity in the Board of Directors, elections will be held for new Board of Directors members in June of each year. Four (4) board members will be up for election in even years. The remaining three (3) positions will be elected in the following odd year.

- a) Any Director appointed due to a vacancy will complete the term for the position for which they were appointed.
- b) Any Director who ceases to be an owner of a lot as described in [2.1](#) will be disqualified from serving as a director and will be treated as resigned.
- c) The Board of Directors will elect officers at the first Board of Directors monthly meeting directly following the June election.

5.6 Committees

The Board of Directors may designate committees from the general Membership to meet the community's needs. Each such committee shall serve at the pleasure of the Board.

5.7 Books and Records

The Association's books, records, and documents will be subject to inspection by any Member at the Association's principal office during reasonable business hours. All outgoing officers, directors, employees, or committee members must relinquish all official documents, records, and any materials and property of the Association in their possession or under their control to the newly elected members within 24 hours after the election, resignation, or removal from the Board or committee.

ARTICLE VI Association Business

6.1 Annual Budget

The Board of Directors will determine and present to the annual meeting of the Membership a proposed budget for all operating expenses including but not limited to:

- a) maintenance
- b) repair insurance upon common areas
- c) common utilities or fuel
- d) improvements on Tracts "A" Clubhouse and "B" RV Lot
- e) maintenance of the perimeter fence,
- f) and any other anticipated expenses distinguished from individual ownership.

As approved by the annual membership meeting, the budget will be the subject of monthly assessments against each member. If during an operating year between annual meetings of members, it should develop that the assessment rate requires modification, the Board of Directors is authorized to modify the said rate, provided that no such modification or series of modifications in any year exceeds 10 percent (10%) of the assessment rate as initially established for such year, except with majority vote of the members at a membership meeting or announced special meeting. When voting is necessary, a quorum must be present. ([see Article I, 1.5 J](#))

6.2 Members Association Dues and Violations Assessments

The creation of liens, personal obligations of assessments, and enforcement.

Members Monthly Dues.

- a) Monthly dues are due on the first of each month (members are encouraged to pay an entire calendar year from January 1st to December 31st, when possible.)
- b) There is a grace period of 30 days to pay the monthly dues. If dues are not paid by the last day of each month, late fees will begin on the first of the subsequent month. Late fees will be assessed at ten dollars (\$10) per week until paid in full.
- c) The full and punctual payment of proper monthly dues and the maintenance of such dues is a condition for the continued enjoyment of the property's common areas [1.1](#). The assessment and maintenance of such dues will constitute a lien and charge on the member's interest in the lot to which such assessments are chargeable. (Covenant Article 4 section 1)

The Board of Directors will enforce the Covenants and Bylaws of the Valley Estates Maintenance Association and may, as necessary, assess or impose fines, assessments, or other charges upon owners found to be in violation of the Covenant and/or Bylaws to achieve

compliance with those documents. Such fines, assessments, or charges will be levied by the Board of Directors at any meeting by majority vote.

- a) Owners in violation of not paying members' monthly dues will be notified by return receipt requested mail. Owners are considered served upon the return of the return receipt from the postal service; the owner's signature is not required. All fees incurred will be assessed against the property owner.
- b) Owners are given ten (10) calendar days from the date of notification letter to comply with the violated statute. Failure to comply is cause for the Board of Directors to levy fines, assessments, or charges up to ten dollars (\$10) per week for each week of violation. Fees will continue to accrue until the violations are resolved. After 90 days of failure to pay fines, assessments, or charges levied, the Board of Directors may initiate a lien upon the property against which fines, assessments, or charges are made.
- c) Upon continued failure to pay, the Board may initiate other legal action. If the Board initiates legal action, all costs associated with the legal action will also be assessed against the member's property. (Covenant Art IV Sec 2)
- d) Fines, assessments, or other charges levied by the Board of Directors may be appealed to the Board of Directors. After reviewing the appeal, the majority vote by the Board of Directors is final.

6.3 Members' Violations Fees and Legal Actions

Property, RV Lot, and common area violations are established at seventy-five dollars (\$75) for each violation.

- a) At the discretion of the Board, continued violations may be assessed up to five hundred dollars (\$500.)

Once a violation is recorded in the office with the Board of Directors, the Board will send a letter to the member with an explanation, giving them ten (10) calendar days from the date of the letter to comply with the violation statute or receive a seventy-five (\$75) violation fee, and an opportunity to contact the Board to reach a resolution.

- a) If violation fees are not paid as stipulated in the violation letter, a late fee will be assessed at twenty-five dollars (\$25) per week until paid in full.

6.4 Member's Maintenance

Responsibilities: The members are responsible for performing all maintenance and repair work for all residences and structures on their individual lots.

Improvements or Actions Requiring Approval of Association

No Manufactured home, building, fence, wall, or other structure shall be constructed and maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, and material of the same shall have been submitted to and approved in writing by the Association, or its designee. If the Association or its designee fails to approve or disapprove such submission

within 30 days after presentation, approval is deemed given. (Covenant Art V Sec 8,9,10,11,12,14,17)

The owners of each lot grant to any responsible agent designated by the Board of Directors a continuing right of entry onto their lot for the taking of any necessary or appropriate action in the event of a fire or other emergency and at a reasonable time or times and on reasonable notice to inspect as may be required for and on reasonable notice to inspect as may be necessary for compliance of the Association's Bylaws.

Special Maintenance Issues

- a) Upon preapproval of the Board, an estate or moving-in sale of personal property is the only type of "Sale" allowed.
 - i. New owners may hold one moving-in sale within the first month of occupancy.
 - ii. When a resident is permanently leaving Valley Estates, an estate sale can be held upon approval of the Board. Sale plan must be submitted at the time of the request.
 - iii. The sale plans must provide sufficient personnel to ensure driveway access is not restricted for neighboring lots during the sale.
 - iv. Display of sale items is restricted to inside the home, garage, and backyard.
 - v. Signage is limited to two (2) sandwich-board type signs not to exceed two feet by three feet (2'x3') in size. Signs can be posted two days before the sale.
 - vi. No sign may be placed on any other lot owner's property, and it must be removed immediately after the sale.
- b) No yard or rummage sale or other commercial enterprise shall be conducted on any lot or common area. (Covenant Art VII Sec 10)
- c) A carport, defined as a roof projecting from the side of a building to shelter motor vehicles, is prohibited in Valley Estates. This includes both attached and/or free-standing additions.
- d) A canopy, defined as an ornamental cloth covering hung or held up over something, is prohibited in Valley Estates except in the backyard of each lot. Canopies coverings for motorized equipment of any type are not permitted. This includes both attached and/or free-standing additions.
- e) Upon preapproval of the Board, cloth awnings for windows are allowed.

6.5 Advertising

No advertising material can be posted for commercial business within or on the property. No nuisance, offensive, or noxious use is allowed on community property, members' lots, or individual residences.

- a) No sign, notice, or advertisement shall be inscribed or exposed on or at any window of any residence within the property or other part of the building, except for a one property "for sale" sign not to exceed two feet by three feet (2' by 3') may be posted.

- b) Political signs not to exceed two feet by three feet (2' by 3') are allowed up to six months before an election. All political materials must be removed from the property ten (10) days following the election advertised by the sign.

6.6 Obstruction or interference

No member or occupant shall interfere with the proper use and enjoyment by other members of the property's common areas. In the event of a conflict in the desire to use the common area (e.g., scheduling of use of recreation area), priority shall be determined by such method of listing or booking of such use as may be specified by the Board of Directors.

6.7 Property Maintenance

Each member or occupant of a residence within the property will maintain all open and exposed areas of their residence and garage or other structures in a neat and sanitary condition. When using common areas of the Association, members will maintain the area in a safe and sanitary condition. (Covenant Art V Sec 2), (Covenant Art VI Sec 14)

All wooden structures, fences, and surfaces will be painted, stained, or sealed and maintained in good repair. The perimeter fences on lots 1 through 157 of the plat shall be owned by and maintained by the Association.

6.8 Animals

All animals or pets will be maintained and controlled by the property owner at all times. (Covenant Art VII Sec 1)

6.9 Garbage

No garbage cans, trash, or other rubbish shall be kept on any lot except in a sanitary container located within a building or a trash enclosure hidden from public view. All such waste and garbage shall be picked up and removed weekly. (Covenant Art VII Sec 2)

6.10 Noise

All members will observe quiet time from 10 p.m. each night until 7 a.m. the following morning. (Covenant Art VII Sec 9)

6.11 Member vehicles

The owners, employees, servants, agents, visitors, licensees, and families shall obey the parking regulations posted on the streets, parking areas and drives, and any other traffic regulations for the members' safety, convenience, and comfort. No vehicle belonging to a member or a member's family, guest, or employee will be parked in such a manner as to impede or prevent ready access to another member's parking space.

- a) Parking of boats, trailers, snowmobiles, and recreational vehicles on the streets or residence driveways is prohibited for periods longer than three (3) days unless prior approval is obtained from the Board of Directors.

- b) All streets in Valley Estates are the City of Yakima property. All posted signs must be followed.

6.12 Common area lighting

No member shall interfere with any portion of the heating or lighting apparatus in or about the Association's common areas.

6.13 Swimming Pool Usage

No member's guest may use the swimming pool or other recreational facilities without the prior consent of a member. Members must be present while guests are using any recreational facility of the Association.

- a) If members have more than five guests using the recreational facilities at any one time, prior approval must be obtained from the Board of Directors.
- b) No children under eighteen (18) years will use the swimming pool unless constantly accompanied by an adult member who can swim.
- c) No one can use the swimming pool after 8:00 p.m. without the prior consent of the Board of Directors.
- d) Additional rules for using the swimming pool or other recreational facilities may be made occasionally by the Board of Directors and posted at the pool entrance or in the Clubhouse.
- e) Members shall be responsible for seeing that their guests strictly adhere to all posted rules or those contained in these Bylaws. Violations of a rule by a guest or family member shall be deemed a violation by the member.

ARTICLE VII Insurance

7.1 Insurance

The Board of Directors will obtain fire insurance, including extended coverage, insuring all common areas and buildings of the Association against loss by fire and the perils typically insured under extended coverage to the extent of the total insurable value of such structures. All insurance will be written in the name of the Association.

7.2 Liability Insurance

The Board of Directors will obtain liability insurance insuring the Association against loss by reason of bodily injury, death, or property damage occurring on or around all common areas of the Association.

7.3 Board Indemnity

The Association will indemnify the Board of Directors and Officers. In addition, the Board of Directors will obtain “Directors and Officers” liability coverage to provide the Directors with Error and Omissions Coverage.

ARTICLE VIII Encumbrance

8.1 Owner Encumbrance

Each member will have the right to mortgage or otherwise encumber their residence to purchase the same, and such mortgage or encumbrance will have priority over the interest of the Association in and to such residence.

ARTICLE IX Amendments

9.1 Amended Bylaws or Board Resolutions

The Board of Directors may amend or, by resolution, change the Bylaws.

ARTICLE X Recreational Vehicles

10.1 Definitions

The definition of Recreational Vehicles, herein after called RV, is as follows:

- Class B RV: Also known as a camper van or conversion van that uses a conventional van and is built within the dimensions of a customized van.
- Class C RV: Also known as a mini-motor home, it is built on a van frame or truck chassis with an attached cab section.
- Class A RV: These are built on a bus, truck, or custom chassis. They may be either a “pusher” engine in the rear or a “puller” engine in front. There is also a “Skoolie,” a former school bus, shuttle bus, or any commercial bus converted into an RV.
- Truck camper: This living space is temporarily mounted into a pickup truck’s bed.
- Travel Trailer: Any trailer that provides a living space and sleeping quarters. “Popup Campers” include folding trailers, tent campers, or camper trailers.
- Utility trailer: Any wheeled conveyance that can be towed behind a motor vehicle.

10.2 The RV Lot

The RV parking area at Valley Estates is the property of Valley Estates Maintenance Association. When an owner of a lot in Valley Estates has rented a lot in the RV parking area and subsequently sells their property, the rented RV lot is not transferable to the new owners.

All recreational vehicles must be stored in the Valley Estates RV lot (or other storage facility), subject to the terms of this article, for a fee if parking is available. The RV Manager or the Board of Directors may approve the rental of an RV lot to Valley Estates owners. Rental of an RV lot is available to Valley Estates owners only.

- a) If you change any RV information or the RV itself, the new information must be submitted to the office within thirty days (30).
- b) All vehicles placed in a rented space, working or not, must be insured. Proof of Insurance is required to rent, and a copy of the insurance must be given to the office.
- c) VEMA will not provide security or weeding for rented spaces in the RV Lot.

RV owners who violate the above sections will be notified of the violation and any actions required by the Board of Directors by certified mail to their last known address or by hand delivery. Failure to comply with the Board of Directors requirements shall cause fines or charges to be levied against the RV lot renter per reference [6.2](#) Members Violation Fees and Lien Process.

Any RV lot renter notified of a violation and who remains in violation after six (6) months of nonpayment will be subject to towing. All additional costs will be placed in the lien. The member of the RV lot violator will not be eligible to rent in the Valley Estates RV lot again.

Fines, assessments, or other charges levied by the Board of Directors may be appealed to the Board of Directors by giving written notice to the Board within ten days (10) of the date of notice of the assessment. The Board will hear the appeal at the next available board meeting. After reviewing the appeal, the majority vote of the Board of Directors shall be final.

RVs may only be parked on an owner's property or that of another owner for up to seventy-two (72) hours for loading and unloading, cleaning, and performing minor maintenance in any seven-day period. Limited to once per month or with prior approval by the Board.

All RVs, if equipped with sleeping quarters, may be parked on an owner's driveway for the purpose of housing guests only with the prior permission of the Board of Directors.

Article XI Age Restrictions

11.1 Fair Housing Act, 1988

This subdivision qualifies as "Housing for Older Persons" pursuant to the Federal Fair Housing Classification as stated in the Fair Housing Act 1988. (Covenant Art VI Sec 1)

Eighty percent (80%) of the homes shall be occupied by at least one-person age 55 years or older unless the occupant is

- a) A surviving spouse of a deceased occupant who was at least 55 years of age at the date of their death
- b) The beneficiary or heir of a deceased owner who was at least 55 years of age at their death
- c) The divorced spouse of an owner 55 years of age or older who is awarded the home by judicial decree (Covenant Art VI Sec 2)

No person under 18 years old may reside on any lot nor be a guest of an owner or occupier of a lot for more than 21 days in any calendar year. (Covenant Art VI Sec 3)

Signature Approval

ADOPTED on the 16th day of March, 2024

Valley Estates Maintenance Association

President:

Date:

Printed Name: