

QUI-NAI-ELT VILLAGE SUBDIVISION

CODES, COVENANTS & RESTRICTIONS (CC&Rs), RULES & REGULATIONS

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QUI-NAI-ELT VILLAGE

CC&Rs, Rules and Regulations

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>SECTION</u>
GENERAL.....	1
MANUFACTURED/ SITE BUILT HOME SET UP	2
MANUFACTURED/SITE BUILT HOME STANDARDS	3
MANUFACTURED HOME/SITE BUILT AND HOMESITE MAINTENANCE	4
HOMEOWNERS AND GUESTS	5
PARKING AND GUESTS	6
PETS	7
HAZARDOUS WASTE/SOIL CONTAMINATION	8
LANDSCAPING	9
UTILITIES.....	10
HOMESITE IMPROVEMENTS.....	11
SUBLETTING.....	12
SALE OFMANUFACTURED/SITE BUILT HOMES.....	13
TERMINATION OF LEASE AGREEMENT.....	14
DISPUTE RESOLUTION	15
PUBLIC / COMMON AREAS.....	16
AMENDMENT OF RULES.....	17

NOTE: These CC&Rs, Rules and Regulations are an integral part of your lease agreement. Violation of these CC&Rs, Rules and Regulations MAY result in the termination of your tenancy.

PURPOSE

The Quinault Indian Nation identified the Qui-nai-elt Village for the purpose of providing a residential community for Tribal Members. In keeping with this purpose, and in order to insure the health and safety of its residents and maintain the overall quality of the community, QHA hereby enacts these CC&Rs, Rules and Regulations and declares that each HOMESITE in the COMMUNITY shall be held, transferred, sold and conveyed subject to the rules, conditions and restrictions set forth herein.

SECTION 1

GENERAL

- 1.1 These Codes, Covenants and Restrictions (CC&Rs), Rules and Regulations, are referred to as RULES.
- 1.2 These RULES apply to Qui-nai-elt Village. The administrator for the Village is the QUINAULT HOUSING AUTHORITY and will be referred to in these RULES as QHA
- 1.3 The individuals who lease a home site in the Village from QHA will be referred to in these RULES as HOMEOWNER(S)/ RENTOR(S).
- 1.4 The homes which HOMEOWNERS place on home sites leased from QHA will be referred to in these RULES as HOME(S).
- 1.5 The homes which QHA places on its lots to rent shall be known as Rentals.
- 1.6 The individual lots in the Village leased to HOMEOWNERS by QHA will be referred to in these RULES as HOME SITE(S).
- 1.7 The home site lease agreement entered into between QHA and HOMEOWNER of which these RULES form an integral part, is referred to in these RULES as "land lease agreement" or "agreement."
- 1.8 Any approval, consent, or waiver required by these RULES must be obtained from QHA in writing and signed by an authorized representative prior to doing the act.
- 1.9 Any alterations to the exterior of the HOMEOWNER'S HOME or improvements (including fencing, garages, awnings, color scheme changes, and the like) constructed on HOMEOWNER'S HOME SITE must have the prior written approval of QHA, whether those alterations or improvements are required by the lease agreement or these RULES or whether they are voluntarily proposed by the HOMEOWNER. Improvements or alterations to the HOME or any storage building shall be required to be made with compatible material and color to match the home.

- 1.10 QHA does not provide a security patrol or security systems. HOMEOWNERS are encouraged to exercise reasonable diligence and caution in securing their HOMES and personal property at all times. HOMEOWNERS observing any suspicious or illegal acts are requested to notify the local law enforcement officials.
- 1.11. QHA may waive one or more requirements if special circumstances exist. Special circumstances include: (1) need to move and cannot sell home; (2) handicapped accessibility considerations; (3) unforeseen circumstances of additional children in the home; (4) differences in size of HOMESITE or terrain which make compliance with one or more of these RULES impossible or extremely difficult. Any HOMEOWNER'S request for a waiver must be in writing and addressed to QHA.
- 1.12 If HOMEOWNER fails to complete improvements, conduct maintenance, or otherwise take action required by these RULES, QHA has the option of taking that action for the HOMEOWNER at the HOMEOWNER'S expense, plus an administrative cost of twenty (20) percent.
- 1.13 Garage sales or the like are permitted in the Village, and removal of items is required to be removed by 9:00 P.M. daily.
- 1.14 Failure of QHA at any time to require performance of any RULE contained herein shall not limit the right of QHA to enforce the RULE.

SECTION 2

HOME SET - UP

- 2.1 Prior to placing or constructing any HOME in the Village, the HOMEOWNER shall be responsible for coordinating with QIN Office of Land Use Planning and QHA to specifically locate the position of the HOME relative to the street and HOMESITE corners. The HOMEOWNER shall be responsible for coordination with the manufactured home dealer and/or transportation company or developer that delivers or builds the HOME, to ensure that the HOME is properly positioned on the HOME SITE. All towing hitches must be removed immediately after the HOME is placed on the HOME SITE and all Construction debris removed. Carport, garage, and any accessory improvements must be in compliance with QIN Zoning Ordinance, Title 48 or applicable Tribal laws.
- 2.2 The move in, assembly and blocking of the HOME as well as electrical, telephone, sewer, propane gas, cable television hook ups, as well as provision of required foundation and footings are the responsibility of the HOMEOWNER according to specifications of the QHA for drainage. Utility services are provided to each HOMESITE lot line. HOMEOWNER is responsible for obtaining all required permits and installing underground connections to the HOME (See QIN Land Use Planning Office). Connections must be approved by QIN Department of Utilities. Any damages to streets,

water/sewer mains shall be repaired by homeowner. Storm water drainage shall be graded and sloped away from the neighboring lots.

- 2.3 The electrical meter must be approved by the Department of Labor and Industry.
- 2.4 HOMEOWNER is responsible for topsoil, final grading, gravel, or relocation of any utilities.
- 2.5 All HOMES must be connected to the sewer lines with rigid pipe. The HOME must be placed on the HOMESITE so as to cover the sewer and water connections.
- 2.6 HOMEOWNER is responsible for any damage caused during the placing of his or her HOME and shall reimburse QHA, or other HOMEOWNERS for any expense incurred by the said result of damage caused to the HOMESITE, curb, driveway, other HOME SITES, utility services or any portion of the VILLAGE by the HOMEOWNER moving in or out of the VILLAGE or by doing other alterations.
- 2.7 All items referenced in sections 2.2, 2.3, 2.4 and 2.5 are highly recommended to be installed by a licensed, bonded contractor and shall comply with tribal building codes.

SECTION 3

MANUFACTURED / MODULAR HOME STANDARDS

- 3.1 Prior to placing or developing any HOME in the VILLAGE, the HOMEOWNER shall be responsible for providing QHA with a copy of the HOME purchase agreement or an accurate description of the manufactured / modular HOME including size, specifications and all apparent structures. Homeowners shall also provide to QHA a copy of environmental review (for purpose of impact of improvement to surrounding homes and lots).
- 3.2 HOMES moving into the VILLAGE must be built to meet or exceed the current building codes of the QIN.
- 3.3 All HOMES, accessories, and/or alterations shall comply with applicable QIN statutes and ordinances. In no event shall a HOMEOWNER occupy a HOME prior to the final inspection and approval by QIN Building Codes Inspector and/or QHA.
- 3.4 All HOMEOWNERS shall install (a) a concrete or asphalt driveway 12 feet wide, approximately 50 feet in length, that extends from the street to the end of the carport to allow off-street parking for 2 vehicles at each HOME SITE, and (b) a 3-foot wide concrete walkway to the front entry of the HOME. Placement and construction of all structures, driveways, and walkways preferably will be completed prior to occupancy of the HOME, but in all cases no longer than 90 days after occupancy.

- 3.5 All HOMES shall have a moisture barrier and shall be placed on a concrete perimeter foundation, consisting of reinforced footings along the perimeter and center length of the HOME. All HOMES shall include a continuous 6-inch split-face concrete block foundation wall. No more than 24" of exposed foundation wall shall be visible from the street.
- 3.6 HOMEOWNER is responsible for installing or constructing the following within sixty (60) days of move-in of the HOME, weather conditions permitting.
- a) Pre-painted continuous aluminum or galvanized metal gutters and down spouts connected by underground 3" rigid pipe to a bubbler. Gutters and down spouts must be installed on all drip edges of the HOME and carport or garage.
- 3.7 HOMEOWNER shall also install one (or more) of the following:
- a) An 8'x10' wood frame, pitched roof storage shed, sided and painted to match the HOME, with composition roofing. The storage shed shall be anchored to the ground to resist wind and comply with QIN tribal laws.
 - b) A carport or garage shall be attached to the side or end of the HOME, the Garage will require doors, unless lot configuration requires a detached garage. QHA will review materials list and drawings submitted by the HOMEOWNER of proposed carports and garages to ensure they meet the Village requirements.
- 3.8 All items referenced in sections 3.4, 3.5, 3.6, and 3.7 are highly recommended to be installed by a licensed, bonded contractor and shall meet the laws of the QIN.

SECTION 4

MANUFACTURED HOME OR SITE BUILT AND HOMESITE MAINTENANCE

- 4.1 Each resident will be responsible to maintain and keep clean and in good repair the exterior of their HOME as well as all appurtenant resident structures such as decks, steps, carports, storage buildings and fences at all times. All wooden structures such as decks, handrails, etc. shall be painted or stained as necessary to prevent their visual and/or physical deterioration
- 4.2 Driveways, streets, and HOMEOWNER'S HOME SITE, including porches and decks, are to be kept clean and free from trash and litter at all times. Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be stored in the HOMEOWNER'S carport, garage, storage shed, or out of sight from the street.
- 4.3 Furniture left outside a HOME shall be limited to items commonly accepted as outdoor or patio furniture. No household appliances or upholstered furniture can be placed outside of the HOME. Exceptions are on Tribal Clean-up days. No storage of any type beneath

the HOME including any material of an explosive nature is prohibited. No Fireworks or Firework stand, mobile or immobile are to be stored on site.

- 4.4 All play equipment must be located within the designated boundaries of the HOMEOWNER'S yard. HOMEOWNER assumes responsibility for maintaining playground equipment in serviceable condition and agrees to remove the equipment when the tenancy is terminated. HOMEOWNER agrees to defend and hold Q.H.A, harmless from any and all claims, suits, damages and actions resulting from HOMEOWNER'S play equipment and/or above ground pools (wading ponds, hot tubs, spas etc.). Where HOMEOWNER has pools or other items that could be considered an attractive nuisance, HOMEOWNER shall provide a fence with a self-latching gate. Trampolines are prohibited from the Village

SECTION 5

HOMEOWNERS AND GUEST

- 5.1 HOMEOWNER shall respect the peace of the COMMUNITY and see that their guests do the same. It is the responsibility of the HOMEOWNER to keep their children under control at all times. Neither the HOMEOWNER, their children, guests nor any other person staying with or visiting the HOMEOWNER shall cause unreasonably loud or disturbing noises during reasonable hours.
- 5.2 HOMEOWNER is responsible for the actions of occupants and guests of their HOME.
- 5.3 Home occupations which provide for services or the limited sale of products are permitted, provided that they are not inconsistent with the residential purpose of the COMMUNITY. Any Home occupations which result in a violation of these RULES (parking, excessive noise, nuisance, congestion, etc.), the HOMEOWNERS lease agreement, or applicable laws will be deemed inappropriate.
- 5.4 The residents of Qui-nai-elt Village shall at all times respect their neighbors' peaceful enjoyment of the Village and recognize different work hours.
- 5.5 Consumption of alcoholic beverages is not permitted in public or common areas of the VILLAGE. HOMEOWNERS are to call the local law enforcement officials if they witness or suspect any illegal activities. QHA supports and encourages a neighborhood watch program.

SECTION 6

PARKING / VEHICLES

- 6.1 No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on a HOMEOWNER'S HOMESITE (other than for service to the HOMEOWNER).
- 6.2 Inoperable vehicles may not be stored or left in HOMEOWNER'S driveway, HOMESITE or anywhere in the COMMUNITY. HOMEOWNER parking is restricted to the HOMEOWNER'S driveway, carport, or garage. Vehicles shall not be parked in yards.
- 6.3 HOMEOWNER may park any number of passenger vehicles in their driveway as long as no vehicle extends into the street. Guests may park their vehicles in a HOMEOWNERS driveway, carport, or garage or other designated off street parking areas when visiting a HOMEOWNER but must ensure that they are parked in a location so as not to block any neighbor's access, or restrict traffic flow within the COMMUNITY. NO ON-STREET PARKING IS ALLOWED, EXCEPT IN DESIGNATED AREAS. This is critical to provide circulation of emergency vehicles.
- 6.4 Off Road Vehicles, or all terrain vehicles, including Quads or the like, are not allowed to operate in the Village. However, the operator is allowed to operate the vehicles in an effort to leave and return the Village, or to access outside allowable areas.
- 6.5 The maximum speed permitted in the VILLAGE is ten miles (10) per hour.
- 6.6 Excessively noisy vehicles are not permitted in the VILLAGE. Vehicles must be adequately muffled.
- 6.7 QHA reserves the right to require that any vehicle, including vehicles owned by HOMEOWNER, not be allowed to enter the VILLAGE or to remain in the VILLAGE, if in QHA's determination a vehicle is not properly maintained and constitutes a hazard to the VILLAGE or HOMEOWNERS of the VILLAGE.
- 6.8 It is the responsibility of the HOMEOWNER to clean up any spills or stains caused by his or her vehicle or the vehicles of their guests.
- 6.9 No major vehicle repairs are to be made on the HOMEOWNERS HOME SITE. HOMEOWNERS may do minor repairs on their vehicles, this area is limited to the HOMEOWNER'S carport or garage. Major repairs include activities such as overhaul of engines, removal of engines, transmission repair, body repair etc. Minor repairs include activities such as oil change, tune up, filter replacement, etc. No repairs are to be made in or near the streets.

SECTION 7

PETS

- 7.1 Well mannered pets are allowed in the VILLAGE. Outside dog runs and doghouses are allowed. Dog feces shall be scooped into a receptacle and disposed of in a sanitary manner on a daily basis. Pets must be kept on the HOMEOWNERS HOMESITE and are not allowed to roam unattended on the streets, common areas, or other HOMEOWNER'S HOMESITES. All pets shall be maintained on a leash or on the dog run when not inside the HOMEOWNERS HOME.
- 7.2 Pet owners will be responsible for any damage to VILLAGE facilities, neighbors' property, or injuries to other persons, caused by their pet. Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain in the VILLAGE. No farm or exotic animals will be allowed. The total number of dogs and cats is limited to two (2) per HOME SITE. HOMEOWNERS SHALL COMPLY WITH QHA PET POLICY.
- 7.3 Guests of HOMEOWNERS must comply with all pet RULES of the VILLAGE.
- 7.4 HOMEOWNER is responsible for making arrangements for the care of their pets when expecting to be gone from their HOME SITE for an extended period of time.

SECTION 8

HAZARDOUS WASTE / SOIL CONTAMINATION/ EXPLOSIVES

- 8.1 No motor oil, or any caustic or non-biodegradable substance shall be deposited in any street drain, sewer system or on the grounds within the VILLAGE. HOMEOWNER shall be responsible for any and all fines for the cost of cleaning up any caustic or non-biodegradable substance deposited by HOMEOWNER in the VILLAGE or on his HOME SITE. PROPER DISPOSAL SHALL BE THE RESPONSIBILITY OF HOMEOWNER.
- 8.2 Fireworks or explosives are NOT allowed within the Village, or surrounding Forest areas due to fire danger HOMEOWNERS or TENANTS are required to follow QIN Fireworks ordinance and applicable tribal laws.

SECTION 9

LANDSCAPING

- 9.1 The HOMEOWNER is responsible for keeping all landscaping mowed, trimmed, watered, weeded and well maintained within their HOME SITE.

- 9.2 The type of fencing allowed in the VILLAGE is limited to chain link, wood, or "Durabord" (or comparable re-cycled plastic/lumber product), and cannot exceed a maximum of five (5) feet in height and with the proper set backs. Fencing is not permitted between the street and the front of the HOME if it blocks visibility for auto traffic.
- 9.3 Trees, including those located on the HOMEOWNER'S HOME SITE, shall not be removed without written approval from QHA
- 9.4 Installation of all landscaping is the responsibility of each HOMEOWNER
- 9.5 For your safety, each HOMEOWNER is encouraged to install a sufficient amount of landscaping to prevent erosion and run off onto neighboring HOMESITES, as well as to provide a pleasant environment. Sufficient landscaping may include a mix of shrubs, trees and ground covers. Acceptable ground covers include lawn, decorative rock, or bark mulch over weed fabric. Shrubs should include evergreens and flowering varieties. Planting beds with flowering plants are encouraged to improve the appearance and enjoyment of the community.

SECTION 10

UTILITIES

- 10.1 Payment for all utilities including, but not limited to electrical, garbage, water, and sewer, are the responsibilities of each HOMEOWNER. Failure to maintain services for non-payment shall construe a violation of these RULES.
- 10.2 Paper towels, sanitary napkins/tampons/wrappers, disposable diapers, and other large items should not be flushed down toilets. Grease should not be poured down sinks or toilets. Any expense incurred clearing a sewer line blockage caused by a HOMEOWNERS' negligence or misuse will be charged to the HOMEOWNER causing the blockage.
- 10.3 Each HOMEOWNER is required to use the garbage cans provided by QIN utility district. HOMEOWNERS are encouraged to recycle.
- 10.4 Each HOMEOWNER shall be responsible for ensuring that there be no obstructions to easy access of any water meter, water shut off valve, sewer clean out, electrical/telephone/cable TV pedestal which may be located on their HOMESITE.
- 10.5 All digging over 12" in depth must be approved in writing by QHA so that underground service lines will not be damaged. If damage does occur and QHA has not approved the digging, the HOMEOWNER will be responsible for any cost of repairs.

SECTION 11

HOMESITE IMPROVEMENTS

- 11.1 HOMEOWNERS shall be responsible for installing all improvements in accordance with Sections 11.1 through 11.5 of the QUI-NAI-ELT VILLAGE RULES. Any additional improvements which the HOMEOWNER wishes to construct on his or her HOMESITE must show the size, design, and materials to be used.
- 11.2 To provide for fire safety, appearance and reduced congestion, the number of storage sheds and other outbuildings is limited to two (2). QHA reserves the right to request that all permanent structures (excluding those required by QHA) erected by a HOMEOWNER on a HOME SITE be removed at the HOMEOWNERS' expense when the HOMEOWNER moves from the VILLAGE. All permanent structures required or permitted by QHA will become the property of the QHA, QIN or new HOMEOWNER when the HOMEOWNER moves from the VILLAGE.
- 11.3 If the HOME does not already come equipped, the HOMEOWNER will be required to install two above ground hose bibs (one on either side of their HOME). All above ground piping must be protected from freezing. All above ground plumbing must be connected to an underground shut off/gate valve which is accessible and maintained in good working order at all times.
- 11.4 Temporary steps must be removed no later than thirty (30) days after set-up.
- 11.5 Each HOMEOWNER will be responsible for installing their house number on the front of their HOME facing the street approximately five (5) feet above ground level.

SECTION 12

SUBLETTING

- 12.1 HOMES must be owner-occupied. No rental or subletting of a HOME is permitted. HOMEOWNER shall not assign or transfer his or her interest in the Lease Agreement.

SECTION 13

SALE OF MANUFACTURED HOME OR SITE BUILT HOME

- 13.1 Prior to selling their HOME, the HOMEOWNER shall inform QHA of their intentions to sell. Any potential HOMEBUYER must be approved by QHA for residency in the VILLAGE, and must obtain a leasehold agreement from the QIN.
- 13.2 For Sale signs will be limited to one sign not more than 24" wide and 18" high and attached to a post placed in the front of the HOME.

SECTION 14

TERMINATION OF LEASE AGREEMENT

- 14.1 HOMEOWNER will give QHA five (5) day notice before removing their HOME from its HOME SITE and the VILLAGE. Prior to the removal of the HOME, all due lease payments for the HOME SITE, utilities, and services must be paid in full.
- 14.2 Improvements shall become the property of QIN upon termination of the HOME SITE lease agreement, except as otherwise provided in the lease agreement.

SECTION 15

DISPUTE RESOLUTION

- 15.1 The QHA Ordinance requires that persons subject to its terms attempt informal resolution of disputes which arise between them before filing in Tribal Court. In order to comply with the terms of the Ordinance and encourage open discussion between itself and HOMEOWNER, the QHA or its designee will be available to meet with HOMEOWNER and attempt to amicably resolve any disputes which may arise between QHA and HOMEOWNER. Failure to resolve the dispute shall result in a hearing before QHA Board of Commissioners.

SECTION 16

PUBLIC / COMMON AREAS

- 16.1 Public and common areas are provided for the enjoyment of everyone in the VILLAGE. HOMEOWNERS should ensure that litter in public or common areas is properly disposed of. Public and common areas are not to be used for personal storage or usage. Vandalism should be reported to the local law enforcement officials and QHA
- 16.2 Dumping garbage or disposing of anything in the forestland or into the Moclips River is strictly prohibited. Water Storage Tank, Water Treatment Facility, Water Pump House, Storm Water Drainage, and Sewer Treatment Facility are the sensitive property of the QIN and are off limits to anyone other than authorized Tribal Personnel.
- 16.3 All traffic control devices are the responsibility of the QIN. HOMEOWNERS shall NOT install speed bumps, humps, stop signs or any other traffic control devices.
- 16.4 In compliance with Quinault Indian Nation Title 12, Criminal Offense, 12.68.010, No person shall fire a gun within Qui-nai-elt Village.

16.5 Due to fire danger in wooded area, smoke houses are prohibited in Qui-nai-elt Village.

SECTION 17

AMENDMENT OF RULES

17.1 QHA reserves the right to make reasonable modifications to these RULES if needed for health or safety purposes or necessitated by a change in Tribal or Federal law. HOMEOWNER will be given at least 30 days notice of any such modification.

Please be advised that any and all agreements between QHA and any HOMEOWNER which modify or amend the rules or policies set forth herein must be in writing. Verbal representation or agreements are invalid and unenforceable.

HOMEOWNER hereby acknowledges receipt of a copy of the above CC&Rs, Rules and Regulations, has read and agrees to abide by them, and hereby becomes a rider to "the lease".

HOMEOWNER

DATE

HOMEOWNER

DATE

Amended February 1, 2005, by a quorum of the Board of Commissioners

Section (1) 1.6

Section (2) 2.2

Section (3) 3.1 – 3.2 – 3.3 – 3.7- a) & b)

Section (4) 4.3

Section (7) 7.1

Section (8) 8.1 & 8.2

Section (16) 16.4 & 16.5

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