

****DRAFT****

Homeownership Communities of the
Karuk Tribe of California

**COVENANTS,
CODES & RESTRICTIONS**

Adopted:

PANANU THÍVTHANEEN

Karuk Tribe of California Homeowner Communities

Covenants, Codes, & Restrictions

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Section 1 PURPOSE

- 1.1 The Tribal Council purchased and developed the property 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, KTHA enacted the Covenants, Codes, and Restrictions (CC&Rs), and declares that each home site in the community must be held, transferred, sold and conveyed subject to the rules, conditions and restrictions set forth herein.
- 1.2 These Covenants, Codes, and Restrictions are an integral part of the KTHA land lease agreement.

Section 2 TERMINOLOGY

- 2.1 These Covenants, Codes, and Restrictions (CC&Rs), are referred to as the rules.
- 2.2 These rules apply to the communities known as Homeowner Communities, which is referred to as the communities.
- 2.3 The owner of the community is the Karuk Tribe of California, and will be referred to in these rules as KTOC. The manager of the community is the Karuk Tribe Housing Authority, and will be referred to in these rules as KTHA.
- 2.4 The individuals who lease a home site in community from KTHA will be referred to in these rules as homeowner(s).
- 2.5 The structures which homeowners place on home sites they lease from KTHA will be referred to in these rules as home(s).
- 2.6 The individual lots in the community leased to homeowners by KTHA will be referred to in these rules as home site(s).

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- 2.7 The home site lease agreement entered into between KTHA and the homeowner, of which these Rules form an integral part, is referred to in these Rules as “land lease agreement” or “agreement”.

Section 3 GENERAL

- 3.1 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 KTHA and are subject to all rules within the 2006 edition of the *International Residential Code*, whether those alterations or improvements are required by the land lease agreement or these rules, or whether they are voluntarily proposed by the homeowner. Improvements or alterations to the home or any storage building must be made with compatible material and color to match the home.
- 3.2 Neither the community nor KTHA is required to 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 local law enforcement officials.
- 3.3 KTHA may waive one or more requirements of these rules on a showing by homeowner that special circumstances exist which distinguish the homeowner’s situation from that of other homeowners. Special circumstances include: (1) need to move and cannot sell home; (2) accessibility considerations for disabled occupants; (3) unforeseen circumstances of additional children in the home; (4) differences in size of home site or terrain which make compliance with one or more of these rules impossible or extremely difficult.
- 3.4 Any homeowner’s request for a waiver must be in writing and addressed to the KTHA. In acting on any request for a waiver, KTHA will consider the results to the homeowner if no waiver is granted, the expense to either KTHA or the community if a waiver is granted, the impact of any waiver on the community as it is now constituted, or may reasonably be constituted in the future.

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- 3.5 Any approval, consent, or waiver which these rules require to be obtained from KTHA must be obtained in writing, signed by an authorized representative prior to doing the act for which approval, consent, or waiver is to be obtained, particularly prior to initiation of any construction.
- 3.6 Failure of KTHA at any time to require performance of any rule contained herein shall not limit the right of KTHA to enforce the rule, nor shall any waiver of any breach of any rule be a waiver of the rule itself or any other rule.

A violation of the rules listed in Section 3 is subject to a Class C fine.

Section 4 MANUFACTURED HOME SET – UP

New Move-in, Replacement or Improvement Related Applications

- 4.1 Prior to placing any home in the community the homeowner is responsible for coordinating with KTHA to specifically locate the position of the home relative to the street and home site corners. The homeowner will be responsible for coordination with the manufactured home dealer and/or transportation company that delivers the home to ensure that the home is properly positioned on the home site. Placement of the home, carport, garage, and any accessory improvements must be in accordance with the requirements of County, City, or Tribal Code(see KTHA for details).
- 4.2 The move in, assembly and blocking of the home as well as, electrical, telephone, sewer, natural gas, cable television hook ups, as well as provision of required foundation and footings are the responsibility of the homeowner. Utility services are provided to each home site lot line. Homeowner is responsible for obtaining all required permits and installing underground connections to the home. The electrical meter must be installed on the pedestal provided.
- 4.3 The homeowner is responsible for the top soil, final grading, gravel, and/or the relocation of any utilities.

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- 4.4 Each homeowner must install and maintain a sufficient amount of landscaping in order to prevent the run off of storm water onto neighboring home sites. Installation must be completed within ninety (90) days of occupancy unless otherwise agreed upon in writing between KTHA and the homeowner due to extenuating circumstances
- 4.5 All towing hitches must be removed immediately after the home is placed on the home site.
- 4.6 If the home does not already come equipped, the homeowner is 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.
- 4.7 All homes must be connected to the sewer lines with rigid pipe. The home must be placed on the home site so as to cover the sewer and water connections.
- 4.8 Homeowner is responsible for any damage caused during the placing of his or her home and shall reimburse KTOC or other homeowners for any expense incurred by the said result of damage caused to the home site, curb, driveway, other home sites, utility services or any portion of the community by the homeowner moving in or out of the community or doing other alterations.
- 4.7 All items referenced in Sections 4.2, 4.3, 4.5 and 4.7 must be installed by a licensed, bonded contractor and meet the requirements under the current California Manufactured Dwelling and Park Specialty Code.

A violation of the rules listed in Section 4 is subject to a Class C fine.

Section 5 MANUFACTURED HOME STANDARDS

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- 5.1 Prior to placing any home in community the homeowner is responsible for providing the KTHA with an accurate description of the home including size and all appurtenant structures.
- 5.2 The homes must be a minimum of 840 square feet of living area, and must be approved by KTHA prior to move-in. All homes must have composition asphalt shingles or the equivalent with a gable profile. KTHA reserves the right to refuse admission of any home which does not meet community standards or the condition and/or appearance of the home is misrepresented.
- 5.3 All homes, accessories, and/or alterations must comply with applicable federal state and local statutes and ordinances as to their construction, installation, and maintenance. A homeowner may not occupy a home prior to the final inspection and approval by an appropriately licensed Building Inspector and a KTHA representative.
- 5.4 All homeowners must install (a) a concrete driveway 12 feet wide, to a maximum of 50 feet in length, extending 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 must be completed prior to occupancy of the home.
- 5.5 All homes must have a moisture barrier and be placed on a concrete perimeter or slab foundation. No more than 24" of exposed foundation wall may be visible from the street.
- 5.6 Prior to occupancy, homeowner is responsible for installing or constructing the following:
 - 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.
 - b) A front and rear entry deck with steps and handrails. Porches, steps, and handrails must be stained or painted (sealed if cedar) to match the home.

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- 5.7 Homeowner must also install one (or more) of the following:
- a) Storage shed, preferably sided and painted to match the home. The storage shed shall be anchored to the ground to resist wind.
 - b) Either a carport or garage.
 - c) KTHA will review material lists and drawings submitted by the homeowner of proposed carports, storage sheds or garages to ensure they meet the community requirements. All carports, sheds, and garages will remain with property and homeowners will not receive compensation for such improvements.
- 5.8 All items referenced in sections 5.4, 5.5, 5.6, and 5.7 must be installed by a licensed, bonded contractor and meet the specifications provided by HUD's manufactured home requirements.

A violation of the rules listed in Section 5 is subject to a Class C fine.

Section 6 HOME AND HOME SITE MAINTENANCE

- 6.1 Each resident is responsible to maintain and keep clean and in good repair the exterior of their home as well as all attached structures such as decks, steps, carports, storage buildings, and fences at all times.
- 6.2 Driveways, streets, and homeowner's home site, must be clean and orderly. Garbage cans and/or trash must be stored in the homeowner's carport, garage, storage shed, or out of sight from the street.
- 6.3 Furniture left outside a home must be limited to items commonly accepted as outdoor or patio furniture. No unsecured household appliances can be placed outside of the home. Storage of any type beneath the home, including any material of an explosive nature is prohibited.

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- 6.4 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 KTHA harmless from any and all claims, suits, damages and actions resulting from homeowner's play equipment and/or above ground pools including but not limited to wading ponds, hot tubs and spas. Where homeowner has a pool, homeowner shall provide a fence with a self-latching gate. A spa or hot tub must be equipped with a locking mechanism. Items that could be considered an attractive nuisance must be erected and maintained in a safe manner.

A violation of the rules listed in Section 6 is subject to a Class B fine.

Section 7 HOMEOWNERS AND GUESTS

- 7.1 Homeowner must respect the peace of the community and see that their guests do the same.
- 7.2 Homeowner is responsible for the actions of occupants of their home, as well as guests, licensees and invitees.
- 7.3 Home businesses which provide for services or the limited sale of products are permitted, provided that they are consistent with the residential purpose of the community. The rules apply to all home business activities (related to parking, excessive noise, nuisance, congestion, etc.), and an infraction will be considered a violation of these rules.

A violation of the rules listed in Section 7 is subject to a Class C fine.

Section 8 PARKING / VEHICLES

- 8.1 No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on a homeowner's home site.

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- 8.2 Inoperable vehicles may not be stored or left in homeowner's driveway, home site or anywhere in the community. Inoperable vehicles will be impounded or towed after 30 days from the date of notice of violation, per Section ()of the KTOC Public Safety Ordinance, the owner will then have 30 days to redeem the vehicle from impoundment. Homeowner is responsible for the cost of towing and impoundment of their vehicles. All costs incurred by KTHA will be assessed to the homeowner.
- 8.3 Homeowner parking is restricted to the homeowner's driveway, carport, or garage.
- 8.4 Homeowner may park any number of passenger vehicles in their driveway as long as no vehicle extends into the street. Vehicles may not be parked in yards. Guests may park their vehicles in a homeowner's driveway, carport, or garage or other designated off street parking areas when visiting a homeowner. Vehicles must be 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.**
- 8.5 Motor homes, travel trailers, recreational vehicles, and boats are not allowed to be used for homeowner or guest occupancy in the community.
- 8.6 Gas-powered all-terrain vehicles, such as quads, dirt bikes or gas powered scooters, are not allowed to operate in the community.
- 8.7 The maximum speed permitted in the community is ten miles (10) per hour. KTHA reserves the right to prohibit any vehicle from the community, if, in the KTHA'S determination, a vehicle constitutes a hazard to the community. It is the responsibility of the homeowner to clean up any spills or stains caused by either their vehicle or their guest's vehicles.
- 8.8 No major vehicle repairs are to be made on the homeowner's home site. Homeowners may do minor repairs or maintenance on their vehicles in the homeowner's garage. Any grease or oil that leaks from the vehicle must be cleaned up and properly recycled or disposed of immediately upon completion of the maintenance.

A violation of the rules listed in Section 8 is subject to a Class C fine.

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Section 9 HAZARDOUS WASTE / SOIL CONTAMINATION

- 9.1 No motor oil, or any caustic or non-biodegradable substance may be deposited in any street drain, sewer system or on the grounds within the community. Homeowner is responsible for the cost of cleaning up any caustic or non-biodegradable substance deposited by homeowner in community or on his home site.

A violation of the rules listed in Section 9 is subject to either a Class B fine or referral to KTOC for enforcement through the Public Safety Ordinance.

Section 10 LANDSCAPING

- 10.1 The type of fencing allowed in the community is limited to chain link, wood, or re-cycled plastic/lumber product, and cannot exceed a maximum of six (6) feet in height. Fencing is not permitted between the street and the front of the home if it blocks visibility for traffic.*
- 10.2 Trees, including those located on the homeowner's home site may not be removed or planted without prior approval from KTHA. *
- 10.3 Maintenance of all landscaping is the responsibility of each homeowner.

*Refer to Section 12.7 for digging restrictions.

A violation of the rules listed in Section 11 is subject to a Class C fine.

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Section 12 UTILITIES

- 12.1 Payment for electrical, telephone, cable TV, water, and natural gas, is the responsibility of each homeowner.
- 12.2 Paper towels, sanitary napkins, and other large items should not be flushed down toilets. Grease should not be poured down sinks. Any expense incurred clearing a sewer line blockage caused by a homeowner's negligence or misuse will be charged to the homeowner causing the blockage.
- 12.3 Each homeowner is required to use the garbage cans provided by the local sanitary district. Cans must be stored in the homeowner's carport, garage, storage shed, or otherwise out of sight from the street, and placed at the curb on collection day.
- 12.4 A satellite dish up to 24" in diameter is acceptable, if properly installed. For specifications for satellite dishes and installation guidelines contact KTHA. No CB/home radio antennas or exterior TV antennas are permitted.
- 12.5 Each homeowner shall be responsible for ensuring there are no obstructions to access of any water meter, water shut off valve, sewer clean out, electrical / telephone / cable TV pedestal which may be located on their home site.
- 12.6 All digging over 12" in depth must be approved in writing by KTHA so that underground service lines will not be damaged. If damage does occur and KTHA has not approved the digging, the homeowner will be responsible for any cost of repairs.

A violation of the rules listed in Section 12 is subject to a Class C fine.

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Section 13 HOME SITE IMPROVEMENTS

- 13.1 Homeowners are responsible for installing all improvements in accordance with Sections 13.2 through 13.5 of these rules and in compliance with the 2006 *International Residential Code*. Any additional improvements which homeowner wishes to construct on his or her home site must be diagrammed on drawings or plans and must show the size, design, and materials to be used.
- 13.2 No permanent alterations are to be made to the exterior of the home or to the home site without prior written approval of KTHA. KTHA reserves the right to approve or deny any exterior accessory or structure added to the home or placed on the home site prior to its construction and/or installation. To provide for fire safety, appearance and reduced congestion, the number of storage sheds and other outbuildings is limited to two (2). KTHA reserves the right to request that any additional permanent structures erected by a homeowner be removed at the homeowner's expense when the homeowner moves from the community.
- 13.3 Each homeowner is responsible for installing their house number on the front of their home facing the street approximately five (5) feet above ground level.

A violation of the rules listed in Section 13 is subject to a Class C fine.

Section 14 SUBLETTING

- 14.1 Homes must be owner-occupied. No rental or subletting of a home is permitted. Homeowner may not assign or transfer his or her interest in the land lease agreement.

A violation of the rules listed in Section 14 is subject to a Class A fine.

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Section 15 SALE OF HOME

- 15.1 Prior to selling their home the homeowner must inform KTHA of their intentions to sell. Any potential homebuyer must be approved by KTHA for residency in the community, and must obtain a land lease agreement from KTHA.
- 15.2 For Sale signs are limited to one sign not more than 24” wide and 18” high and attached to a post placed in the front of the home.

A violation of the rules listed in Section 15 is subject to a Class C fine.

Section 16 SUCCESSION RIGHTS

- 16.1 Homeowner may identify a successor to the land lease agreement, said successor must be approved by KTOC prior to signing of land lease agreement. All approved successor’s will be granted life estate leases which will terminate with any of the following actions: voluntary lease termination, involuntary lease termination, KTOC approved transfer, or death.

Section 17 TERMINATION OF LAND LEASE AGREEMENT

- 17.1 Homeowner must give KTHA seventy-two (72) hour notice before removing their home from its home site and community. Prior to the removal of the home, all due lease payments for the home site, utilities and services must be paid in full.
- 17.2 Improvements will become the property of KTOC upon termination of the home site land lease agreement, except as otherwise provided in the agreement.

A violation of the rules listed in Section 17 is subject to a Class A fine.

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Section 18 PUBLIC / COMMON AREAS

- 18.1 Public and common areas are provided for the enjoyment of everyone in the community. Homeowners should ensure that litter is properly disposed of in public or common areas. Public and common areas are not to be used for personal storage or usage.

A violation of the rules listed in Section 18 is subject to a Class B fine.

Section 19 ENFORCEMENT AND DISPUTE RESOLUTION

- 19.1 If homeowner fails to complete improvements, do maintenance, or otherwise take some action required by these rules, KTHA has the option of taking that action for the homeowner and assessing homeowner with actual costs of action. If homeowner takes some action not in compliance with these rules (such as constructing an improvement without approval), KTHA has the option of undoing what homeowner has done. If KTHA exercises this option, homeowner shall be responsible to KTHA for KTHA'S expenses in doing the work at cost plus 20% for administrative fees.
- 19.2 In addition to, or in lieu of the above, KTHA may assess a fine against a homeowner who fails to comply with these rules. Any fine assessed by KTHA will be within the range identified on a publicly posted fine schedule which KTHA will develop and amend as necessary.
- 19.3 Prior to undertaking any correction action pursuant to 19.1 or assessing a fine under 19.2, KTHA will send the homeowner a notice of the violation and the date by which the violation must be corrected in order to avoid corrective action by KTHA or the assessment of a fine. If the violation is not corrected by the date identified in the notice, KTHA will send a second notice identifying (1) the

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- amount of expenses and fees owed if KTHA undertakes a correction action, or the amount of the fine assessed, and (2) the payment due date.
- 19.4 If a homeowner disputes KTHA's assertion that these rules have been violated, or the amount of expenses and fees owed if KTHA undertakes a correction action, or the assessment of a fine, the homeowner may file a dispute in writing with the Executive Director within ten (10) days of receipt of a notice described in 19.3. Within five (5) business days of the filing of the dispute, the Executive Director will schedule a meeting with the homeowner to discuss the dispute. Within five (5) business days of the meeting, the Executive Director will prepare and provide the homeowner a summary of the meeting discussion which shall include the following: (1) names of meeting participants, (2) date of the meeting, (3) nature of the dispute, and (4) any changes in the enforcement action as a result of the meeting.
- 19.5 In the event a homeowner fails to pay amounts owed to KTHA, such nonpayment will be considered a debt to KTHA. KTHA may pursue collection of such debt through the small claims court or other debt collection methods.

Section 20 AMENDMENT OF RULES

- 20.1 KTHA 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.

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HOMEOWNERS ACKNOWLEDGEMENT:

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN KTHA 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(S) HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THE ABOVE COVENANTS, CODES & RESTRICTIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.

Homeowner

Date

Homeowner

Date

Executive Director

Date