

Appendix D

Washington Land Yacht Harbor
9101 Steilacoom Rd SE
Olympia, WA 98513

WLYH SELLERS' PACKET

Name _____

Lot # _____

Included are the following:

- (1). Procedure for Personal Property Sale and Transfer of Lease in the Washington Land Yacht Harbor (WLYH)
- (2). For Sale Listing of Personal Property

Please read and review the steps that you need to take to **sell** your **Personal Property** and to **reassign** the Washington Land Yacht Harbor Lease.

Inspection for Violations of Building Regulations

Seller is required to contact the Residential Area Committee (RAC) for an inspection of the lot for unapproved existing violations of the Building Regulations in Section 6 of the WLYH Rules. Unapproved violations must be corrected and inspected prior to the reassignment of the lease.

Gerry White . 360.951.8372, Paul Westerfield: 360.456.6445,
Larry Koeser: 360.259.9413, Neil Mertz 206.482.3225

Contacts:

(1). Chairman of the Lease Review Committee: _____

(2). WLYH Administrator: 360-4659-0198 or wlyhinc@comcast.net

Prospective Buyers:

Know that any prospective buyer must abide by Rule 5.1.1 to qualify for a lease with the WLYH, Inc. by owning a qualifying Airstream vehicle for a minimum of six (6) consecutive months at the time of application. If a trailer, ownership of an adequate tow vehicle is also a requirement. (Note: This qualifying Airstream must be inspected prior to the lease review and verified that it meets the WLYH standard defined as "all systems", IE: water, electric, propane and sewage disposal must be in a working condition. All vehicles must be equipped for towing or travel and living. The prospective lessee must be a member in good standing of WBCCI and the Washington Unit for the same six consecutive months. The member must attend and participate in a least two (2) WBCCI rallies and reside in their Airstream RV for at least one of those rallies. The prospective lessee must also complete a tenant screening application, pay the appropriate fee, and pass the tenant screening prior to a lease review.

Septic System Requirement:

The Seller is required to have the septic tank inspected, certified and/or pumped by a licensed commercial septic company no more than three years prior to sale of the property.

Until your Property is sold:

- (1) You must maintain a neat and tidy appearance of your lot and buildings
- (2) You must continue to pay the annual Housekeeping Fee due July 1

Remote Gate Openers and Resident Handbooks:

Return gate openers to Gatehouse to be re-programmed for new owners.
Give Resident Handbook (white 3-ring binder), to new lessee

**PROCEDURE FOR PERSONAL PROPERTY SALE AND LEASE ASSIGNMENT
IN THE WASHINGTON LAND YACHT HARBOR**

Refer to Washington Land Yacht Harbor *Rules & Regulations*, Section 5

NOTE: The sale of a manufactured home in the WLYH is considered to be a **PERSONAL PROPERTY** sale, and is similar to selling a vehicle. The buyer and seller must understand that this sale does **NOT** include ownership of the lot (land), but only the lease rights for use of the land. The application of a prospective lessee must be recommended by the Lease Review Committee and approved by the WLYH Board of Directors **PRIOR** to completion of sale.

When the Current Lessee decides to offer Property For Sale:

1. The seller must obtain a Seller's Packet from the WLYH Administrator and agree to list the property as being for sale. Failure to list the property prior to a sale may result in delay of reassignment for that sale.
2. The **RAC Chairperson** or designee will check the property for violations of the Building Regulations. Any violations found will be reviewed by the Board or its designees and the seller will be notified of adverse findings. Corrections may be required before the sale can proceed.
3. The seller must provide proof of septic tank pumping and/or certification within three year prior to sale. All discrepancies noted on the "Pumper's Report" must be corrected prior to consummation of sale (*unless waived by Thurston County*). **A copy of the "Pumper's Report" must be given to the WLYH Administrator to be filed.**
4. If there is a potential buyer, he must contact the **WLYH Administrator** to obtain a Buyer's Packet and a copy of the Rules and Policies.

DISCLAIMER: Any financial arrangements or fund transfers between a seller and a potential buyer are strictly at their own risk if made prior to approval of the lease application by the Lease Review Committee. Neither the Washington Land Yacht Harbor, Inc., nor its officers shall be liable for loss suffered by either party for any financial transactions made in connection with this sale or lease transfer.

5. The WLYH Administrator will review records in the lot file. If any WLYH liens against the property, fines against the seller or unpaid Housekeeping Fees exist they must be paid prior to completion of a sale.

Lease Assignment Procedures:

Once the prospective buyer's lease application is approved, the applicant may schedule an appointment with the **Administrator** to be held no sooner than five (5) working days after Board approval at which time the **buyer and seller** must complete the following with the **WLYH President (or designee), the Administrator and a notary:**

1. Pay the Lease Transfer Fee (*Payable to: WLYH*)
2. Prepare the Consent and Assignment of Ninety-Nine Year Lease form with the WLYH Administrator (*Buyer, Seller, the WLYH President and Administrator all sign with a notary*).
3. The Buyer & Seller go to the Thurston County Courthouse at 2000 Lakeridge Dr. SW, Olympia, Bldg. 1.
 - a. The Seller brings applicable property tax records and registration for the manufactured home, if appropriate.
 - b. The Buyer brings the Consent and Assignment of 99 Year Lease form.
 - c. At the Treasurer's Office, the Seller pays any remaining property taxes and/or excise tax.
 - d. At the Auditor's Office, The Buyer applies to transfer the manufactured home registration into his/her name, (There will be a fee to process this application). While in this office, **the Consent and Assignment of 99 Year Lease must be recorded, and the bar code sticker affixed.** (There will be a fee to have the lease recorded).
4. The Consent and Assignment of Lease form must be returned to the WLYH Administrator to make a copy for the lease file. A copy of the original Lease will be attached to the Lease Assignment for the new owner to keep.

The new owner may not occupy the property until the Assignment of 99 Year Lease has been recorded at the Auditor's office and the form brought back to the WLYH Administrator.

Pre-Sale Lot Inspection Form

Lot # _____

This form is an attachment to the Buyer’s and Seller’s Packets. Its purpose is to record the findings of the RAC inspection as each lease changes hands. Violations of the WLYH Building Regulations must be corrected before lease transfer. As an alternative, a written request for a waiver may be submitted to the WLYH Board of Directors.

Lot # _____ Date of Inspection: _____

Inspectors: _____

Findings:

- Boundary lines verified _____
- Unapproved Structures _____
- Height of building exceeds twenty (20) feet _____
- Structure beyond buildable area _____
- Fences along front of property _____
- Fences too tall, _____
- Fence made of unapproved materials _____
- Other Rule violations _____
- No violations found
- Comments _____

Caution to Purchaser:

If a claim for a loss or damage due to fire, flood, or other cause in the home or garage is required, insurance companies may want to see permits for all construction work, including structural, electrical, gas and plumbing, before settling claims. It may be advisable to obtain these permits from the seller in order to prevent an insurance company from evading payments of claim on the grounds of illegal or improper construction.

Carbon Monoxide Detectors Required beginning Jan 1, 2013

Beginning January 1, 2013 WA State law (RCW 19.27.530 , Section (2) (b) requires carbon monoxide (CO) detectors to be installed in all apartments, condos, hotels, motels and single-family residences. Single-family residences legally occupied before July 6, 2003 are exempt. However, if not already present, the seller must install detectors in accordance with the requirements of the state building code before transferring the lease to new buyers.

PROPERTY LISTING

Lot # _____ Price:\$ _____ Date Submitted: _____

Home Type: (STK, MFG, MH): _____ Make _____ Year: _____ Size: _____

Bedrooms: _____
(#) _____ Air Conditioning: Yes: _____ No: _____

Bathrooms: _____
(#) _____ Tubs: (#) _____ Showers: (#) _____ Heat Pump: Yes: _____ No: _____

Living Room: _____ Porch: _____ Size: _____

Family Room: _____ Covered: Yes: _____ No: _____

Dining Room: _____ Deck: _____ Size: _____

Kitchen: _____ Covered: Yes: _____ No: _____

Utility: _____ Washer: _____ Dryer: _____ Patio: _____ Size: _____
Appliances: _____ Refrig: _____ Freezer: _____ Covered: Yes: _____ No: _____

Microwave: _____ Stove _____ Dishwasher: _____ Garage: _____ Size: _____

Heating: _____ Electric: _____ Propane: _____ Attached: Yes: _____ No: _____

Fireplace: _____ Carport: _____ Size: _____

Wood: _____ Gas: _____ Pellet: _____ RV Accessible: Yes: _____ No: _____

Free Standing Stove: _____ Workshop: Yes: _____ No: _____

Wood: _____ Gas: _____ Pellet: _____ Landscaped Yard: Yes: _____ No: _____

Driveway: _____ Fenced Yard: Yes: _____ No: _____

Blacktop: _____ Concrete: _____ Gravel: _____

Septic: How Many Gallons? _____ Shared?: Yes _____ No _____ W/ Which Lot #? _____

Can you provide drawings with property lines, setbacks, and septic location? _____

Comments:

By signing this form I/We confirm that I/We are either the owner, acting for the owner, or as the legal representative for the Estate to sell the property listed above. Please state which is accurate. _____ I/We have, or will provide necessary keys for the property to the Washington Land Yacht Harbor and hereby request that the current Land Yacht Harbor Sales Coordinator or his/her designee act in My/Our behalf to show the property in My/Our absence. I/We will accept the responsibility/liability for any and all damages or missing property. I/We also agree to keep the interior and exterior grounds in good condition. If I/We cannot do this ourself then I/We will find a responsible party or business at My/Our expense that will maintain the property in good livable condition in holding with the Washington Land Yacht Harbor Rules and Regulations.

Signature/(s) _____ Date: _____

OWNERS/CONTACT/NAME(S): _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE#: (_____) - _____ **CELL#** (_____) - _____

E-MAIL ADDRESS _____

CONTACT: WLYH Administrator, Kim Freemire (360)459-0198 wlyhinc@comcast.net