

# Takesa Village Homeowners Cooperative

## COMMUNITY RULES 2019

### Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules and regulations of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community appearance and its reputation in the community at large.

– The Board of Directors

### **IMPORTANT NOTICE:**

The rules set forth below govern the terms of your rental agreement with this manufactured housing community. The law requires all rules of this community to be reasonable. No rule may be changed without your consent unless this community gives you 90 days advance notice of the change. REF: Chapter 59.20 RCW. In addition to the rules homeowners are to comply with Federal, State, County, and City codes and ordinances at all times.

Subject to the terms of any written lease agreement, you may continue to stay in this community as long as you pay you lot rent and any other lawful charges, follow the rules of the community and applicable local, state and federal law, do not damage community property and do not repeatedly bother other tenants in the community. You may be evicted for nonpayment of lot rent, but only if you fail to pay all lot rent due within **15** days after you receive written notice that you are behind in your lot rent.

You may also be evicted for not following the rules of the community, but only if the rules are reasonable, you have been given written notice of your failure to follow the rules, and you then continue to break the rules. You may not be evicted for joining a tenant organization.

If this community wishes to evict you, it must give you **15** days advance notice, if you are behind in your rent **15** days notice is required. The eviction notice must give you the reason for the proposed eviction.

You have the right to sell your home in place to anyone as long as the buyer and the household meet the rules and qualifications of this community. You must notify the office in writing if you intend to sell your home. Failure to do so may mean that the buyer will be required to move the home from the community.

Copies of the law under which this notice is required may be obtained from the Consumer Protection and Antitrust Bureau of the Attorney General's office, at:

**Darwin Roberts Antitrust Division Chief, Deputy Attorney General Office of the  
Attorney General of Washington 800 Fifth Avenue, Suite 2000 Seattle, WA 98104-3188  
Tel: 206-464-6293 Fax: 206-464-6338.**

## I. GENERAL RESPONSIBILITIES

- a. The cooperative is responsible for:
  - i. All underground utilities
  - ii. Snow-plowing of roads
  - iii. Maintenance of roads and common areas including un-mowable hillsides
  - iv. Common area trees
- b. The homeowner is responsible for:
  - i. Hooking up to utilities and maintaining connections from home to meter.
  - ii. Upkeep of their lot
  - iii. Maintaining approved landscaping including pre-existing and new trees and bushes planted by homeowner. see section IV Sites i.
  - iv. Obeying rules and regulations
  - v. Payment of lot rent on time
  - vi. Prominently displaying the lot number on the front of the home for emergency location (911)
  - vii. Homeowners are required to call (811) for locate two (2) days prior to any digging, failure to do so will result in homeowner paying for any damages that occur.
  - viii. Notify maintenance in writing for a maintenance request or repairs. Homeowner will be responsible for payment to any utility vendor that the homeowner authorizes for repairs without prior approval from TVHC. This includes sewer lines and septic system.
  - ix. Homeowner is responsible for any fines levied against the Corporation on behalf of Member by Spokane Water District #3, Washington State Department of Health, or Washington State Department of Ecology.
  - x. The homeowner further agrees to participate "Cooperatively" in the operation and management of the Corporation by serving as requested on its committees or Board of Directors.
- c. All state or local taxes on the home are the responsibility of the homeowner.
- d. All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowners insurance.
- e. The speed limit in the community is ten (10) MPH.
- f. Discharge of firearms and any other dangerous weapon, is strictly not allowed, in accordance with local laws. This is a life safety issue, and immediate eviction, with the exception of self-defense, the defending of one's property, or home invasion.

- g. Target practice with BB guns, paintball guns, or archery equipment, and use of fireworks, slingshots, and wrist rockets are not allowed anywhere on TVHC property.
- h. In the event of what TVHC or its agents/vendor deems to be an emergency resident must allow TVHC and its agents/vendors access to enter the residents lot space.
- i. Homeowners will allow routine maintenance with twenty-four (24) hour notice by TVHC agents or vendors.

## **II. OCCUPANCY**

- a. All housing units are to be owner occupied. No rentals or sub-leases are allowed. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed per house, is two persons per bedroom.
- b. All community rents are due payable to Takesa Village Homeowners Cooperative on the third (3rd) day of the month with a two (2) day grace period. There is a twenty-five (\$25.00) dollar late charge for rent received after the grace period. Cash is not acceptable for payment. A returned check fee will be assessed twenty-five (25.00) over the current bank fees per check. No re-deposits will be made.
- c. Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative and the approval process for tenancy.
- d. For sales of homes:
  - i. The letter will contain the agent's name, telephone number, and address;
  - ii. The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
- e. For removal of homes:
  - i. All lot rent, fees and assessments are to be paid in full.
  - ii. The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, out-buildings in disrepair, broken glass, etc. The lot is to be returned to a rentable condition. The homeowner is responsible for any costs incurred to return to original condition

- f. For homes to be moved in:
  - i. The Board of Directors must approve in writing all new and used homes prior to delivery.
  - ii. The Board of Directors reserves the right to inspect and view any used home before moving into the community.
  - iii. If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
  - iv. Skirting -Shall be t-111 wood, tin or vinyl or other approved Material and shall be installed within 30 days of occupancy. Extensions of time may be given in writing for good cause
  - v. Decks and porches shall have a presentable and professional appearance.
  - vi. Tongues (hitches) to be removed or covered
    - vii. The lot must be cleaned of all trash, debri, building supplies, and all other items listed in Community Rules Section IV Sites D. Must be removed from the lot in thirty (30) days from move in date.
- g. Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed. Materials cannot be stored in view of community.
- h. Sewer systems are not to be used for disposal of grease, condoms, feminine napkins (including tampons) children's toys, non-bathroom tissue, baby wipes, flushable baby wipes, rubber gloves, napkins and biohazard material. As a co-op member, you are an owner of all of our systems and premature failure of any system is a costly expense that could increase our/your rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner will be held responsible for the entire payment. Human waste and toilet paper only.
- i. It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is making sure the water lines are properly insulated, and/or the proper use of thermostatically controlled heat tape. Don't forget to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until a repair is made. All leaks must be reported to maintenance immediately
- j. Guests who remain in the park for more than 15 non-consecutive days or 15 consecutive days in a period of twelve months shall be considered occupants of your home. The Board of Directors requires notification of occupancy in your home and an occupancy agreement to be signed by any additional adult occupants, as well as a criminal background check. Criminal convictions for offenses against a person or property and manufacturing and distributing of

drugs, or for any offense requiring registration under “Megan’s Law” (Registered Sex Offender), previous evictions for non-payment of rent, nuisance, or threatening acts is grounds for rejection as an occupant or member.

- k. All homeowners are responsible for the actions of their guests. Rules apply to all guests as well as the homeowner household.
- l. Homeowners and pets are not to be on the property of others. Unless with prior permission and knowledge of resident. Homeowners and guests will respect the property of others and not trespass.
- m. Homeowners will conduct themselves in a reasonable manner so as not to disturb others. This is a drug free community. Manufacturing, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction.
- n. Please respect other residents and the laws with moderate noise levels from radios, and vehicles, and follow quiet hours from 10pm to 8am.
- o. Homeowners and guests are not allowed to reside in any titled recreation vehicles (RVs), campers, fifth wheelers closed trailers, tents, or motor homes on residents lots, yards, or driveways, on TVHC Property. (Campers, fifth wheelers, and open trailers are allowed to be stored in driveway without obstructing road. Covering is required, tarps may be used, grey, or tan colors only).
- p. Homeowners shall not give permission for guest to live anywhere on TVHC property including empty lots. In any of the above in Rule O., or in any of the following form of housing including, but not limited to; lean-to’s, bushes, blanket homes, sleeping bags, boxes ,tarps, any outbuildings, sheds, under/above porches, shacks, community gardens and/or garden furniture. Homeowners and guests may not reside anywhere other than in the actual Mobile Home.
- q. No extension cords extending off lot sites are permitted. No extension cords extending to any of the following for the purpose of residing in or used as housing for guests or household members, vehicle, campers, trailers, fifth-wheeler, closed trailers, outbuildings, or motor homes on lot, driveway, yard, or around home. (with the exception for charging batteries for normal trip preparation, the office must be notified.)
- r. Residents are responsible for all damages caused by the willful acts or negligence of their guests, children, or pets
- s. When selling a home. For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the

selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

- t. A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- u. House sitters must be registered at the office. Housesitters remaining more than 15 days must do background checks for occupancy.
- v. Guest must be registered at the office. Guests remaining more than 15 days must do background checks for occupancy.
- w. Homeowners will be responsible for all costs associated with background checks for house sitters, guests, occupants, etc.

### **III. BUILDINGS AND STRUCTURES**

- a. All homes need to be maintained in good condition, skirting, clean and neat and properly painted in a manner in keeping with the general appearance of the community. Any exterior color changes must be approved by the corresponding committee and/or board. Bold or uncommon/out of place colors will be prohibited.
- b. Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- c. Steps to homes are to be wood, steel, aluminum or pre-cast concrete. Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side.
- d. Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
  - i. may not exceed 200 sq. feet, (10X20) per local permitting laws
  - ii. the roof is pitched, and the peak is not to exceed eave of the home
  - iii. doors and windows stay in good repair and are able to be closed
  - iv. permanent garages/carports that would not impede removal or replacement of current or future home may be allowed, if approved permitting and regulations are followed. Must be approved by Board of Directors.
  - v. outbuildings (sheds, garages, storage building etc.) will not be used as housing
- e. All buildings, additions, porches, sheds, radio towers, and decks are to have prior approval by the Board of Directors in writing and are to comply with the town building codes, and federal and state regulations.  
Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's

building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.

- f. No pools are allowed in the community per Cooperative insurance. Wading pools with a height restriction of 24 inches are allowed, pool water is to be kept clean, healthy and sanitary. Proper usage of wading pools is the responsibility of the owner and user. No wading pools that require pumps are allowed.
- g. Commercial signs are not allowed.
- h. Homeowners will not alter or remove any utility hookups, pedestals, sewer lids, sewer risers, sewer receivers, and will pay for any damages.

#### IV. SITES

**a. Freestanding clotheslines are permitted. Stringing lines between trees and/or the home, is not permitted.**

**b. Trash removal is the homeowner's responsibility.** Trash is to be removed weekly. **Trash is to be kept in closed containers designed for that purpose and out of sight if possible. No dumping of trash or discarding any items on other resident lots or in other residents garbage cans. If a lot is neglected of trash removal, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense**

c. Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed, the grass no higher than six (6) inches. Homeowners yards shall be kept free of overgrown weeds and watered, in accordance with applicable water usage guidelines and regulations.

If a lot is neglected the Cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.

d. Non-working appliances and appliances currently not in use, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns, driveways, porches, under homes, or around homes. No furniture except for lawn furniture may be left around the home.

e. Outside burning of leaves, trash, etc. is not permitted, clean firewood only. Gas and charcoal grills are permitted but permanent fireplaces or barbecue pits are not permitted. No bonfires. No permanent fire-pits.

f. It is preferred to utilize natural privacy screening (such as bushes and shrubs) between spaces. These should be mutually maintained by the owners of the adjoining spaces.

g. All fences need prior approval, and may surround up to one hundred (100) percent of the lot, while small dog runs may only surround under twenty (20) percent of the lot. Fences no higher than five (5) feet. Lot perimeter fences are allowed, and must be discussed with the Maintenance committee. Call 811. The Board of Directors has final approval on fences. Removal of fences needs Board of Directors approval

h. The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask before you dig

or plant or build. Keep in mind there are utilities and drainage infrastructure that may be damaged or destroyed.

i. Approval for planting, trimming, cutting and replacement of all trees is at the discretion of the Board of Directors. Small trim jobs in your lot that are safe and not potentially causing damage to TVHC property, or other members homes, fencing, vehicles, lots, and/or the road, does not need Board of Directors approval.

j. No locks on gates, or debris preventing entrance to lot.

k. Residents are allowed two yearly yard sales. All items not sold must be removed within 24 hours after sale. Not to exceed 2 days

m. No abandoning of vehicles or trash or of any items listed in the Community Rules Section IV Sites D on TVHC property, vacant or unoccupied lots.

n. No trespassing/encroaching on TVHC property, vacant, or unoccupied lots.

o. Vehicles of any kind, including trailers/open trailers in driveways, yards, around the home, are not permitted storage for trash or any items in the Community Rules Section IV Sites D

p. No driving on or through other members yards, driveways, or around their homes. No parking in other members driveways, yards, or around their homes. No driving through TVHC vacant or unoccupied lots. Members will pay for damages incurred to any utility hook-ups and property damage.

q. No doing car repairs or mechanics on TVHC property, vacant or unoccupied lots.

## V. VEHICLES

a. Unregistered and/or uninspected motor vehicles are not allowed in the community. Non-running vehicles are not allowed on site. Tire changes and minor actions such as adding or changing fluids are permitted. Residents are responsible for cleanup of all tools, oil, and fluids. All major vehicle repairs must be approved in writing by the Board of Directors. Vehicles may not be left on blocks or jacks unattended or overnight.

b. Parking spaces will be allocated to each home. The number of cars should not exceed the number of Parking Spaces on your lot. There is no parking on lawns. Parking is not allowed on the streets due to emergency vehicle access. If you expect guests, move your vehicles or ask them to park elsewhere. You or your guest should not park on or in another resident's space unless prior arrangements have been made. Guests may park in driveways of vacant lots while visiting (not in the yards of empty lots). This is not permanent parking for homeowners or guests.

c. There is to be no racing or inappropriate use of vehicles in the community.

d. The speed limit is 10 MPH.



- e. Overnight parking of vehicles with a gross vehicle weight (GVW) of over 26,000 pounds (i.e.; commercial trucks) in the community requires prior approval of the Board of Directors.
- f. No spray painting any vehicles in driveways, yards, around the home , or on TVHC property
- g. No parking on drain fields.

## VI. PETS

While the members of this community understand that pets are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- a. Domestic pets: maximum of four (4) per household (unless grandfathered prior to the Cooperative) are allowed in this community with restrictions. No Kennel licensing allowed. Proper immunization, licensing, flea control and general health are an important responsibility of the homeowner. Placement of farm and wild animals on any Cooperative property is not allowed. **No feeding of strays.** (Residents will be charged for the removal of strays due to the residents feeding of strays).
- b. All cats will be spayed or neutered and proof of such must be provided. All pets must have a Spokane County license and a collar with identification, per County code **5.04.030 (see Atch A)**.
- c. These dogs are prohibited:
  - i. Pit bulls, Rottweilers, Wolves, and Dobermans.
  - ii. Any dog with a history of aggressive behavior or biting.
- d. Permitted dogs will either be restricted to their lot with fencing or on a leash. Pets need to be walked on a leash. A barking dog may not be left outside for longer than ten (10) minutes.
- e. Cats are allowed to roam free provided they are not damaging any property of another homeowner. (i.e.: clawing holes in under home heating ducts or cat spraying of a car interior). Should this occur, the pet owner will remove the pet or restrain it to the inside of the home.
- f. All solid wastes from pets are to be picked up by the owner in a timely manner and disposed of in the proper manner. Solid waste from pets must be removed from common areas immediately.
- g. All pets must be on file at TVHC office.
- h. No pets in common areas. Service animals only. **RCW 49.60.215**
- i. Serious violations, such as dogs/pets biting other residents and their pets (unless provoked), and other continuous violations or complaints will result in pets expulsion from the park.

- j. Service Animals May will require documentation from a physician verifying need for reasonable accommodation. Same rules for pets above apply to service animals
- k. Pets damaging TVHC property, or other members property will be contained to property with a leash, until fencing can be obtained

**VII. NUISANCES**

- a. No dumping garbage/trash on empty lots, or in vacant mobile homes.
- b. No loitering, entering, sleeping in, vandalizing, disposing of trash or stripping of any vacant mobile homes on park property.
- c. No speeding
- d. No sleeping in cars
- e. No excessive accumulation of debris/trash
- f. False accusations against other members will result in violation against accuser.
- g. Three reports of Law Enforcement called to residents home for assaults, domestic violence, fighting, disorderly conduct, criminal activity, drug activity, harboring fugitives or gang activity, disturbing the peace, involving homeowner and/or guests, within a one-year time frame is cause for eviction.
- h. All homeowners have a right to a quiet home. Homeowners shall be responsible for any actions of any person on the premises with their consent, and any activity that unreasonably interferes with the use or interest or exclusive use of common areas. Homeowners and guests must conduct themselves in a manner that does not reasonably disturb or constitute a breach of peace .

## VII POOL RULES

- A. Pool pass required for entry. Pool passes are NOT to be given to guests.
- B. All guests must be accompanied by a member of the household at all times
- C. Up to four (4) guests allowed per household per visit.
- D. You are responsible for your guest.
- E. If you don't follow the rules, you will be removed from the pool. This includes your guest.
- F. Children under the age of 14 must be supervised by a responsible adult over the age of 18. Children over the ages of 14-17 cannot use the pool alone. At least 2 people 14 years of age or older must be at the pool facility at all times the pool is in use
- G. Everyone must use the shower before using the pool
- H. If you have a disease that can be transmitted by water or have been ill with diarrhea or vomiting in the last 2 weeks , don't use the pool
- I. Diapers must have a tight-fitting protective covering
- J. People with seizure, heart, or circulatory problems should not swim alone
- K. No diving, running, rough play, cannonballs, or jumping. No spouting water out of nose or mouth.
- L. Don't use pool when under the influence of alcohol or drugs. No alcohol tobacco, or drugs allowed in pool area. No smoking
- M. No food allowed in pool area. Beverages in a can or plastic container are allowed . No glass containers.
- N. No cut-off jeans or cut-off shorts. No cotton shirts or shorts.
- O. Wear flip-flops or shoes when entering pool
- P. No large rafts. Water toys are allowed in pool. (no water guns)
- Q. Life jackets and children's floaties are allowed
- R. No bobby-pins, oils or lotions.
- S. No radios, or music.
- T. No profanity or nudity
- U. No bicycles inside the pool gates.
- V. No entering pool when pool is closed.
- W. Please use the bathroom, not the pool.
- X. Clean up all personal garbage/trash before leaving pool.
- Y. Three (3) or more warnings may result in you/your household and/or your guest being banned from the pool facility for the remainder of the season.
- Z. No pets allowed in pool. RCW 49.60.215

**VIII. ATTORNEY’S FEES AND COSTS**

In the event any legal action is commenced by the cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the cooperative. The homeowner will pay these fees and costs, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

**IX. SEVERABILITY**

Should any part of these rules be deemed illegal it does not mean that these entire rules are illegal.

**X. LIABILITY AND INDEMNITY**

The cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowners occupancy of the lot or pets, guests, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises.

The Cooperative shall not be liable for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify cooperative and save it harmless from all costs and expenses including attorney’s fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

Except for gross negligence of cooperative, homeowners hereby release cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by cooperative under conditions of these rules and regulations or the laws of the State of Washington.

**This document to be kept on file by the Secretary of the Board of Directors.**

**Attachment A: Spokane County Code 5.04.030 - Dog and cat license — required.**

(1) The harboring, keeping, or maintaining more than four dogs and/or four cats over six months of age any place in Spokane County shall require a kennel license as identified in [section 5.04.042](#) or [section 5.04.043](#); provided, a municipality under contract with Spokane County for animal control and protection services that have adopted provisions of this chapter may in their codes prescribe different numbers of dogs and/or cats that make up a kennel or contain different requirements for kennels.

(2) All dogs six months of age or older harbored, kept or maintained in Spokane County shall be licensed. The annual license fee for each dog shall be twenty-five dollars for neutered/spayed dogs and fifty dollars for unspayed/unneutered dogs. Three dollars of fee shall be dedicated for the purposes identified in [Section 5.04.170](#). A penalty of twenty dollars shall be added to the fee for failure to timely obtain or renew a license as required by subsection (6) of this section. The senior rate, if applicable, shall reduce the fee by ten dollars on one neutered/spayed license. Licenses may be obtained from, and fees may be paid, either to "county" or "private" licensing outlets as designated by the director. A service charge of two dollars in addition to the fee may be collected and retained by all "private" licensing outlets designated by the director for each dog license issued. Upon payment of the annual license fee and any applicable service charge, the licensing outlet shall deliver to the owner or keeper of the dog a license and metallic tag, renewable annually, for each dog licensed.

(3) All cats six months of age or older harbored, kept or maintained in Spokane County shall be licensed. The annual license fee for each cat shall be fifteen dollars for spayed/neutered cats and twenty-five dollars for non-spayed/non-neutered cats. Three dollars of the fee shall be dedicated for the purposes identified in [Section 5.04.170](#). A penalty of twenty dollars shall be added to the fee for failure to timely obtain or renew a license as required by subsection (6) of this section. The senior rate, if applicable, shall reduce the fee by five dollars on one neutered/spayed cat. License fees may be paid to either "county" or "private" licensing outlets as designated by the director. A service charge of two dollars in addition to the fee may be collected and retained by all "private" licensing outlets appointed by the director for each cat license issued. Upon payment of the annual license fee and any applicable service charge, the licensing outlet shall deliver to the owner or keeper of the cat a license and metallic tag, renewable annually, for each cat licensed.

(4) All licenses issued pursuant to this section shall be dated and numbered, and shall bear the name of SCRAPS, the name and address of the owner and keeper of the dog or cat license, and a description of the dog or cat, including its color and sex. The metallic tag shall bear a serial number corresponding with the number of the license, and the county or part thereof for which it is issued. It shall be the duty of each owner or keeper of a dog or cat to keep a substantial collar on the animal and to keep firmly attached thereto the metallic tag for the current licensing year. There shall be a fee of two dollars for replacement of any lost license tag.

(5) Any person who for the purpose of securing a dog or cat license falsely represents whether the dog or cat is spayed/neutered or unspayed/unneutered shall be guilty of a misdemeanor.

(6) Licenses must be renewed within twelve months of the date the previous license was issued. A new license must be purchased within thirty days after a dog or cat was first acquired, harbored, kept, maintained, or brought into Spokane County by a person residing therein.

(7) All fees and fines collected under the provisions of this chapter other than criminal fines and the portion of the license fees dedicated for the purposes identified in [section 5.04.170](#) shall be deposited in the SCRAPS Enterprise Fund.

(8) The director shall honor one request per year by the owner or keeper of a service animal that they not to be charged a fee to license one spayed/neutered service animal.

(9) The owner or keeper of any dog or cat shall provide proof to the director upon request that the dog or cat is currently licensed as provided by this chapter.

(10) Any change in current dog and cat licensing fees or penalties in this section shall become effective on January 1, 2014 at 12:00 a.m.