

MFPOA Annual Picnic

Meeting Notes

Date: Saturday, September 19, 2026
Location: Dungeness River Center, Sequim, WA

Meeting notes

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Short-Term Rental Covenant Vote: Libby explained that the board will mail residents a ballot to decide whether to retain the prohibition on short-term rentals or rescind it, after residents challenged the covenant's legal validity and two properties began renting in violation of it.

Board Position: Libby stated that the board is not advocating either outcome. Board members may vote individually, but as a board they will enforce whichever valid decision the community makes.

Ballot Decision: The ballot will ask whether residents want to rescind the current covenant banning short-term rentals. A yes vote means allowing them; a no vote means retaining the ban and authorizing the board to pursue a judicial determination of whether the covenant is enforceable.

Mailing Process: Ballots will be mailed to each property's designated mailing address, and the board will revisit the return deadline to account for proxy requirements.

Quorum Requirements: Residents asked whether the result would be binding regardless of participation. Libby said the board needs to verify the applicable quorum and voting-percentage rules in the governing documents and communicate those requirements with the ballot.

Legal Uncertainty: The board consulted an attorney after a resident argued that the short-term-rental ban may violate state law. Libby said the legal advice was inconclusive, partly because the community's governing structure may not fall under the same statutory framework as a homeowner's association.

Court Determination: If the community votes to retain the ban, the board intends to ask a court for a definitive ruling on whether the covenant is valid. Libby said the objective is a one-time decision rather than an extended process; the board would accept the court's determination and change the covenant if required.

Case-Law Arguments: Residents discussed Washington cases concerning whether an amendment can create a new more restrictive covenant and whether those principles apply due to McFarland Farm not being an HOA.

Estimated Costs: Resident challenging said their attorney estimated about \$30,000 for summary judgment and up to \$100,000 if the case reaches trial, with the covenants reportedly providing for the losing party to pay legal costs. Libby said the board's attorney had been instructed to use existing work, keep the proceeding brief, and avoid an open-ended expense, while acknowledging that final costs cannot be guaranteed. The board had already paid a \$5,000 retainer for legal advice, and residents were told there is no stated covenant or bylaw spending cap identified during the discussion.

Attorney Materials: Libby said the board would make the written analysis from its attorney and the analysis from Resident's attorney available, including by posting them on the community website, so residents can review both sides before voting.

Definition And Scope of Rentals: The group clarified that the proposed decision concerns renting an existing home or dwelling for fewer than six months, not creating additional residences, which remains governed by county zoning and other covenants.

Rental Duration: The working definition of a short-term rental is a rental of less than six months, regardless of whether it is advertised through Airbnb, Vrbo, another platform, or private arrangements. Rentals of six months or longer are currently allowed under the McFarland Farm covenants.

Existing Homes: If an owner leaves the community temporarily, such as to live elsewhere for several months, the owner could rent their existing home for that period if the ban is rescinded.

Additional Dwellings: Rescinding the short-term-rental covenant would not authorize an owner to build a second home, convert an accessory structure into an independent rental, or create multiple residences on a lot where county zoning or other covenants prohibit that use.

Large Parcels: Libby explained that a sufficiently large parcel may potentially be subdivided under county rules, subject to minimum-lot requirements, permitting, septic, and other regulations. Any resulting lots or dwellings would still need to comply with county requirements and applicable covenants; smaller parcels would not automatically gain the ability to add residences.

Cabin Example: Christine noted her two cabin structures as an example: because the cabins lack independent water, septic, and bathrooms and the parcel is below the applicable acreage threshold, she could not simply be converted into separate short-term rentals.

Community Impacts and Rental Safeguards: Residents debated whether short-term rentals would create transient occupancy, parties, traffic, or nuisance conditions, while others cited property income and temporary housing for visiting professionals as potential benefits. **Resident Concerns:** Opponents raised concerns about frequent turnover, unfamiliar occupants, parties, traffic, trash, and the difficulty of addressing misconduct when guests stay only briefly. Some residents also worried that allowing rentals could eventually encourage additional dwellings, although the board said zoning and existing covenants limit that outcome. **Potential Benefits:** Supporters said owners may rely on rental income for retirement or other financial needs, and that short-term housing can serve traveling nurses, doctors, radiologists, and other professionals working in local hospitals for contracts of roughly three months.

Operational Controls: Examples of possible safeguards included quiet hours or a 10 p.m. curfew, owner responsibility for guest conduct, sound or decibel monitoring, platform guest ratings, and enforcement of existing nuisance provisions. These measures were discussed as possible controls rather than adopted community rules.

Covenant Enforcement Practices: Libby explained that the volunteer board prioritizes clear, reported violations rather than proactively inspecting every property, and described the process for addressing nuisance, maintenance, and safety complaints.

Complaint Process: The board generally relies on a written complaint sent to its email address before investigating a property issue. The board then contacts the owner, explains the concern, and seeks voluntary correction before considering additional action.

Enforcement Priorities: Libby said the board focuses on clear violations or issues supported by multiple complaints because it lacks the capacity to enforce every covenant proactively. A publicly advertised short-term rental was cited as an example of a clear violation that the board could address.

Property Maintenance: For a prior neglected property, the board contacted the owner, arranged for landscaping after receiving no response, and billed the owner. Libby said similar action may be possible for serious maintenance or fire-safety concerns, depending on the circumstances.

External Authorities: Residents were directed to county code enforcement or environmental health for issues involving unlawful construction, missing septic systems, or other county-code violations, because those matters fall outside the board's authority.

Board Capacity: Libby said the board is small and needs additional members to distribute enforcement and administrative work. A broader discussion about the future of the association was deferred.