

ADDENDUM "A"
Anglers Pointe
RULES AND REGULATIONS

The following rules and regulations have been designed to make living enjoyable for the residents in this Community. It shall be understood that for these rules and regulations to be meaningful they will be followed by all residents and enforced by Management. They establish the rights of each Resident and the Landlord for the benefit, safety and health of all. Neither the Landlord nor Management are responsible for Tenants loss or injury due to fire, flood, theft, acts of god or accident anywhere on the premises. These Rules and Regulations are expressly made a part of your rental agreement.

1. OCCUPANCY STANDARDS:

a. **Renting:** Subletting of a home is strictly prohibited. Only the Tenant or persons specifically named in the lease can reside permanently on a lot.

1. Tenant must provide proof of ownership to the Landlord, and annual verification that the County personal property taxes have been paid on the home. **ALL HOMES MUST BE OWNER OCCUPIED.**

b. **Occupancy**

1. All occupants of any home or any guest who intends to stay longer than 15 days, consecutively or cumulatively, in any sixty (60) day period must be successfully screened by Management at its sole discretion and once approved in writing by Management, occupants must register with Management before they move into the Community.

2. PRIOR to allowing a Live-In Care Provider to reside with a Tenant, Tenant must provide a physician's written and approved order for a plan of treatment, proof that the care provider is eighteen years of age or older and is qualified to provide care, and live-in care provider must be screened by Management's screening service for criminal background to Management's sole satisfaction. Live-In Care Providers have no rights of tenancy under RCW 59.20 and must vacate upon termination of services, resident move-out, sale of home, or death of Tenant receiving care.

3. Tenant must provide proof of homeowner's insurance to the Landlord within 2 weeks of approved application. Annual verification of homeowner's insurance is required.

c. **Guests:** Tenant is fully responsible for the actions of their guest(s).

1. Tenants must inform their guest(s) of the Community Rules and Regulations, which are for the safety and health of all. Only persons who are invited guests of Tenant shall have the right to enter the Community.

2. The Landlord may prevent any other person(s) from entry and reserves the right to remove such other person(s) from the Community.

3. Tenant shall be responsible to and shall reimburse the Landlord for any loss or damage incurred by the Landlord due to the actions of any person(s) who used any part of the Community or neighbor's property at the invitation or with the consent of the Tenant.

4. Excessive drinking, boisterous noise or loud parties will not be tolerated at any time. Visiting guests must be under the direct supervision of a resident.

5. Tenant acknowledges that they are responsible and accountable for the actions of their guest(s)

2. HOME STANDARDS

Set up of homes, construction of appurtenances, storage buildings, improvements or home modifications of any type will require the prior written approval of the Landlord. In granting such approval Landlord may require that reasonable conditions be met to provide for aesthetically pleasing exterior appearance of any improvements and for the safety and welfare of **Anglers Pointe** and its residents. Following are the minimum building standards required:

a. All manufactured homes moved into the Community after **Anglers Pointe** shall have wood or vinyl siding and shingled or composition roofs and double or triple paned windows.

b. Approved non-metal and non-plastic skirting matching the exterior of the factory-built home must be installed within thirty (30) days of placement on the lot.

c. Homes shall be set in accordance with County and City standards, with all hitches removed and concealed from view. All tires, wheels and axles shall be removed and the home set as low as possible to finish grade. The lowest point of the home shall maintain a minimum of 18" crawl space.

d. Each home shall have permanent stairs and porches with protective railings installed at each entrance door within thirty (30) days of placement on lot.

e. Homes shall have a color matching storage unit not less than 60 square feet nor exceeding 140 square feet, unless otherwise approved in writing by the Landlord.

f. Each home shall have rainwater gutters and downspouts connected by underground 3" rigid pipe to the curb drains within thirty (30) days of placement on the lot. All water lines, sewer lines and wiring shall be underground and maintained by Tenant at Tenant's sole cost. Water and sewer connections shall be of rigid material and not exposed to view. Unburied or exposed pipes shall be protected from freezing by Tenant.

g. Landscaping shall be installed by Tenant within ninety (90) days of placement on the lot and subsequently shall be maintained by Tenant. Prior written approval of landscaping plan is required before installation.

- h. Any home, all accessory structures, improvements, and utility connections shall be constructed with quality workmanship and at all times maintained in good condition by the Tenant and in compliance with acceptable governmental laws, ordinances, and regulations. Antennas/dishes in excess of 30" diameter are not permitted.
- i. Landlord reserves the right to refuse the entry of any manufactured home.
- j. Tenant shall bear the responsibility for obtaining the appropriate permits for the moving, setup, utility hookups, building and occupancy of their home and any appurtenance and structures. Tenants must be present upon delivery of their home.
- k. All homes must be pit-set so no more than 16" of skirting is showing upon final grading.

3. RENT PAYMENT:

- a. For the safety of the Community and Management, CASH WILL NOT BE ACCEPTED.
- b. Rent is due on the **FIRST DAY** of each month and delinquent if not received by 5:00PM (or as posted at the office) on the fifth. A \$50.00 late fee is due if rent is not paid by the fifth.
- c. All NSF (Non-Sufficient Funds) checks shall be charged a \$35.00 fee. Should an NSF check cause late receipt of rent payment, both late charges and NSF charges may be assessed. Issuance of two NSF checks from the same Tenant during the Tenant's occupancy will result in the Tenant's forfeiture of the right to pay rent by check. All future payments must then be made by money order or other certified funds only.
- d. To partially compensate for the administrative costs involved in serving delinquent rent, rules violation, or any other legal notices, each time such a notice is required, the Tenant will be charged a service fee of \$25.00 or the actual cost to serve notice, if outside service is used, whichever is greater. This charge will be in addition to late charges, returned check charges, or any other fees incurred.
- e. Any unpaid fees or charges assessed shall be treated as unpaid rent per RCW 59.20.080 (b).

4. PETS:

- a. Must be registered and approved by Management. The pet must be collared with a current license displayed.
- b. Cats and dogs must be spayed or neutered. The breeding of animals will not be permitted.
- c. Pets of all types must be kept under the control of the Lessee at all times and must be on a leash when not inside the home and kept indoors at night.
- d. Dogs, cats and any other pet will not be permitted to roam free or be tied up outdoors.
- e. Pet owners shall be responsible for cleaning up all pet droppings immediately on Lessee's lot, on neighbor's lots, Community streets or common areas. The pet owner of any pet which causes damage shall be held liable for all costs.
- f. Doghouses, kennels, or the breeding of animals will not be permitted.
- g. All pets of any kind must be 35lbs and under when fully grown.
- h. Any pet that in Management's sole opinion constitutes a nuisance or causes a Lessee's home or lot to become unsightly, must be removed from the Community.
- i. Guests are not permitted to bring pets into the Community.
- j. Feeding of pets or other animals is not allowed outside of the home.
- k. maximum number of animals per home is 2

5. LANDSCAPING AND LOT MAINTENANCE:

- a. Tenants shall maintain landscaping, yard, trees, lawn and driveway in good condition. Materials of any kind shall not be permitted to accumulate or be stored on any part of the lot outside of approved storage buildings.
- b. All refuse, and debris must be picked up and disposed of on a regular basis. This includes but is not limited to papers, tarps, boxes, beverage containers, cigarettes, cigarette packing, toys or other items of personal property are not to be left in the streets, common areas, front/side yards or carports. Tools, equipment, lawn and garden supplies are to be stored in RESIDENT'S shed when not in use. There is to be no hanging of tools or equipment from carport rafters or the exterior of the shed or home. Any household appliance, exercise equipment or upholstered furniture or other interior home furniture cannot be placed or kept outside the manufactured home except during move-in or move-out.
- c. If the Tenant allows the lawn, deck, carport area, landscaping beds or driveway to become unsightly or allow accumulation of materials or debris, Landlord reserves the right without liability to have an agent enter onto the lot to have such lawns mowed or trimmed, beds weeded, or unsightly materials or debris removed at the expense of the Tenant. Such expense shall be a *minimum* of \$50.00 per incident or Management's cost, whichever is greater. Failure to pay this payment is equivalent to failure to pay rent, which may result in eviction. Yards, lawn, patios, decks and carports shall not be used for storage.
- d. Drying of laundry outside is not allowed.
- e. Under no circumstance shall a Tenant release a hazardous substance onto the ground or into the plumbing system of the property. Tenants will be responsible for the lawful removal, cleanup and disposal of any hazardous substance as defined by Washington State and Federal laws. This includes but is not limited to paint, cleaning solvents, pesticides, antifreeze, waste motor oil, Freon, brake and transmissions fluids and the containers for all these products. No repairing or washing of any vehicles.
- f. Only outdoor patio furniture, potted plants/flowers and a BBQ can be stored on patio.
- g. No more than one cord of firewood shall be stored outside the home, and in the backyard only. The wood must be stored in an orderly stacked fashion and shielded from view by a screen of design compatible with the style and appearance of the home, with Management approval.

h. No fences are allowed without the express written permission of the Landlord. Fences between homes are not allowed over five feet (5'). Fencing in front of homes (next to community streets) are not allowed of any size.

i. When a tenant is on vacation or leaving for any period greater than 3 days, it is the responsibility of the Tenant to have someone maintain the site while away, and Management must be notified that Tenant will be gone with an emergency phone number given to the Manager.

j. Outdoor watering must be done with care and not left unattended for periods greater than two hours. All hose bibs must be equipped with valves to prevent backflow of water. There is NO watering of any roof structure allowed unless the structure is on fire.

k. It is the resident's responsibility to ensure no large plants/trees are on the exterior property lines due to many of service utility lines being installed along these areas. Any repairs to underground utility lines due to a resident's plants/trees will be the financial responsibility of the resident(s). You MUST use a utility locator service at your own cost if you are going to dig anywhere on your space.

6(A). HOME MAINTENANCE:

a. Tenant shall keep and maintain his/her home and accessory structures including, but not limited to, a storage shed installed and owned by tenant, porches, decks and storage unit clean and in good order and repair at all times. Painted areas shall not be allowed to peel or become weather-beaten and shall be regularly repainted. Exteriors shall not be allowed to become mildewed or stained. Space numbers must always be visible on the front side of home, approximately 5' above ground level.

b. Any damaged portions shall be promptly repaired. The home, accessory structures including the storage shed installed and owned by tenant, porches, and decks shall always present an attractive and eye-pleasing appearance and shall not be permitted to become unsightly.

c. **Repairs** made to existing appurtenances, e.g. decks and sheds, may be made without permission of Management. HOWEVER, any adjustment in size or shape or work requiring a permit **must** be pre-approved by Landlord in writing.

d. Tenants are singularly responsible for the stability of their homes by settling, wind, water or any other cause.

e. All holiday decorations must be taken down within 30 days of the holiday. No Christmas lights are allowed to stay up year-round.

6(B). SAFETY ISSUES:

Residents and their guests use common areas at their own risk **Anglers Pointe** will not be held liable for personal injury occurring while using common areas.

a. Swimming pools are not allowed in the Community. Small wading pools of a height no greater than 24", if used, must be emptied at the end of each day and stored away. The resident will assume any liability in connection with such equipment.

b. Open fires of any kind are not permitted within the Community due to the proximity of homes and the resulting fire hazard. BBQ grills are allowed on porches or on stable, non-flammable pads beside the home. No grills may be used over vegetation due to the possibility of hot grease igniting dry vegetation.

c. Trampolines are not allowed in the Community.

d. Fireworks are prohibited in the Community.

7. VEHICLES:

a. Only conventional automobiles are allowed. Motorcycles or minibikes are allowed only for transportation to and from the Community. Joy riding through the Community is prohibited.

b. A MAXIMUM THREE (3) OPERABLE VEHICLES WITH CURRENT LICENSE TAGS SHALL BE PERMITTED AT TENANTS LOT, unless otherwise approved by Landlord in writing. All vehicles must be registered with the Community Manager. Unregistered vehicles may be towed at Tenant's expense.

c. A **TEN (10) MPH** speed limit is to be observed at all times. Driving that is deemed reckless or that endangers pedestrians or other vehicles is not permitted within the Community.

d. Residents will be held responsible for general cleanup and damage to pavement and driveways due to dripping oil, gasoline, or other such fluids. Oil changes or any other vehicle repair that causes fluids to be discharged are strictly prohibited. No oil, fuel, antifreeze, or other such fluids shall be disposed of in any sanitary sewer or storm drain, or on the ground. Petroleum, propane, natural gas, or other flammable products shall not be stored anywhere at this Community without the prior written permission from the Landlord.

e. Repair, washing, and painting of vehicles is not permitted in the Community.

f. **PARKING ON THE STREET IS STRICTLY PROHIBITED BETWEEN THE HOURS OF 8PM-7AM.** Vehicles shall not be parked in such a way as to impede traffic per Ordinance and Washington State Fire Code. Parking is allowed on Tenant's driveway (max 3 vehicles) and in designated areas only. All vehicles parked in violation of COMMUNITY guidelines may be towed away and impounded at RESIDENT'S expense.

g. Parking on the grass, beside or behind mobile homes is not permitted. Parking of trailers, campers, motor homes, boats or other unusual vehicles at the Tenant's lot will be permitted for a maximum of eight (8) hours for loading and unloading only. A storage facility for these vehicles is provided for a storage charge as additional rent.

h. **Guest parking is for the exclusive use of guest vehicles only.** Guest parking is not intended for resident's additional vehicles. If residents have additional vehicles to park/store they can park them in the RV storage areas for a

monthly fee. Residents' vehicles parked illegally on the street or in guest parking may be towed at the vehicle owner's expense.

i. Any vehicle, including vehicles owned by RESIDENTS, not to be allowed to enter or remain in COMMUNITY, if, in OWNERS opinion, the vehicle is: a) not properly maintained, b) constitutes a hazard to RESIDENTS, c) is in such dilapidated condition that it detracts from the appearance of the COMMUNITY, or d) appears to be in inoperable condition.

8. UTILITIES:

a. Electrical, telephone, and water service has been provided to each lot by the utility companies furnishing such service. Tenant shall make arrangements directly with utility companies for connections to the service lines. Electrical connections to the meter pedestal shall be in accordance with Washington State Electrical Code; replacement or repair shall only be done with prior written notification to Management by licensed electrician at the sole financial responsibility of the Tenant. Tenants will be held responsible for the cost of any damage by them or their guest to property or underground utilities.

b. The Tenant shall not damage or in any way tamper with utility lines and shall be responsible for all utility charges made for service to Tenant's lot.

c. No posts of any kind are to be driven into the ground without consulting Management because of the danger to underground utilities.

d. Tenant shall not permit water to run or leak continuously from any faucet outlet or waterline on the lot. Frozen pipes are the responsibility of Tenant. Tenant must install heat tape on water pipes, hoses and supply valves and maintain them.

e. All Tenants are responsible for their own water line from the home to the main water line. All Tenants are responsible for their own sewer drain line from the home to the main sewer line. Homes must be connected to the sewer line with rigid pipe and home must be placed on the space so as to cover the sewer and water connections.

f. Excessive water use, and other abuses may cause serious damage, potentially even requiring abandonment of the sewer lines and vacation of the lot. To help preserve this system, no materials shall be allowed to enter the sewer lines other than wash water, dish water and bodily waste and fluids.

g. foreign materials such as baby wipes, cigarettes, cigars, plastic bags, condoms, sanitary napkins or dispensers, tampons, etc., found during routine inspections or repairs will be cause for the Tenant's to be liable and responsible for the subsequent repair needed to return the system back to its normal operation.

h. Evidence of higher than normal concentrations of oils, grease, soap solids, bleach, chemicals, phosphates, etc. or any other substances that may cause damage will also be cause for Tenant to be responsible for subsequent sewer repairs and/or replacement.

9. SALE OF A HOME:

a. A Tenant who intends to sell his/her home must notify the Landlord in writing of the date of the intended sale and transfer of the rental agreement not less than fifteen (15) days prior to the sale and shall notify the buyer in writing of the provisions of this section. Lessee must notify the prospective purchaser in writing of his/her responsibilities under RCW 59.20.073, which includes Landlord approval for rental agreement assignment prior to execution of sale.

b. The Tenant shall verify in writing to the Landlord payment of all taxes, rent, and reasonable expenses due on the home and home lot. The Landlord shall notify the Tenant of permission or refusal to permit transfer of the rental agreement at least seven (7) days in advance of such intended sale.

c. The Landlord shall approve or disapprove of the prospective purchaser(s) on the same basis that the Landlord approves or disapproves any new Tenant, and any disapproval shall be in writing. Consent to an assignment shall not be unreasonably withheld.

d. Any signs advertising a home for sale shall not be larger than 12" x 18".

e. A home sold in this Community must be brought up to the current standards. Should a home to be sold remain within the Community, Management will list on a special form the items that need to be completed prior to the home sale, with attention to awnings, siding, and roof/skirting/deck/landscape appearance.

10. SECURITY DEPOSITS:

A damage and security deposit may be required before move in for all Tenants. The deposit shall not be used as rent, but shall be held as security to indemnify the Landlord against any damage caused by the Tenant, his or her family and invitees, to insure performance of the terms and conditions of any oral or written rental agreement, and to insure the full and faithful compliance with each Tenant's statutory duties and obligations as a Tenant. The deposit will be returned to the Tenant unless a claim is imposed, or has been imposed for:

a. Any rent or utility bills left due and owing.

b. Any property damage caused by the Tenant, or any agent of the Tenant, in removing the home or its appurtenant structure from the Community.

c. The Tenant's half of the mediation charges resulting from mediation voluntary or mandatory, and regardless of whether it has been requested by the Landlord or Tenant.

d. Any damage done to the space or debris left which has not been repaired or removed within five (5) days of the removal of the home.

11. COMMUNITY ACTIVITIES AND TENANT RELATIONS:

- a. The Community maintains quiet hours from 10:00pm through 8:00am during which time radios, televisions, stereos, musical equipment and other devices are to be operated at low volume so as not to disturb neighbors. Boisterous and other noise, interference with other tenants, abusive language directed at managers or other residents, disturbance of the peace and quiet, and willful and careless destruction of property in any manner will be cause for eviction.
- b. Tenants are not permitted to operate a business in **Anglers Pointe** (including, but not limited to babysitting service for children residing inside or outside of the Community).
- c. Disorderly conduct, abusive language or activities which unreasonably disturb or interfere with the peaceful enjoyment of others in **Anglers Pointe**, or which violate any governmental statute, ordinance, regulation or rule shall not be permitted. Federal, State and local laws and regulations shall be adhered to by residents and guests.
- d. There shall be no trespassing on other Tenant's lots; this includes the manager's home. The property manager is only available during office hours. All Tenants shall be held responsible for any damage caused by themselves or their guests.
- e. Fireworks are not allowed on Community premises, nor is the discharge of any gun or other weapon.
- f. Tenants must accompany their guests when using the clubhouse and common areas.
- g. Failure of the Tenant to give at least thirty days written notice prior to abandoning or vacating the premises or failure to maintain occupancy for a minimum of SIX (6) months for non-military Tenants.
- h. Tenants shall not harass or bully management.

12. AMENDMENTS:

The Landlord reserves the right to change, amend or add to these rules and regulations at any time as may be required.

13. GENERAL PROVISIONS AND NON-WAIVER OF BREACH AND SEVERABILITY:

- a. In the event that a Tenant shall fail to comply with provisions of this Addendum to the Lease Agreement or to maintain any part of the premises as required hereunder after notice is given to Tenant, then Management shall have the right to enter on the Tenant's lot by agents and cause the condition to be corrected.
- b. All costs and expenses incurred in connection therewith shall be paid by Tenant to Landlord upon written demand and unpaid charges so assessed shall be treated as unpaid rent per RCW 59.20.080 (b). This right to correct the infraction of the Rules and Regulations shall be in addition to any other right and remedy afforded to Landlord under Washington State Law.
- c. The failure of Landlord to insist upon strict performance of any of this Agreement, or to exercise any option herein conferred in any one or more instance(s) shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but shall be and remain in full force and effect.
- d. All parts and portions and provisions of this Agreement shall be deemed separate and severable. In the event of the invalidity of any part, portion or provision, the rest of this Agreement, which with such part, portion or provision deleted shall be given full force and effect.

The undersigned hereby acknowledge(s) having carefully read and fully understands these Rules and Regulations and received a copy of them; the continued residency and payment of rent acknowledges and affirms the Tenant's obligation to abide by these Rules and Regulations as an addendum to the Lease Agreement. The absence of your signature(s) on this Addendum "B" does not relieve you from your legal responsibility to adhere to it. Failure to abide by any of these Rules and Regulations may result in eviction.

Understood and agreed to this _____ day of _____, 20_____.

LANDLORD
Anglers Pointe

TENANT

By: Commonwealth Real Estate Services

Sign _____

Print Joanna M. Cox _____

Manager: (360) 872-0709

Sign _____

Print Jennifer L Miskin _____