

**VILLAGE PARK
RULES AND REGULATIONS
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IMPORTANT NOTE: Violation of the Rules and Regulations can result in the termination of your tenancy.

Section 1
GENERAL

- 1.1 These rules and regulations apply to the manufactured housing COMMUNITY known as Village Park, which is referred to in these rules and regulations as "COMMUNITY".
- 1.2 The owner and operator for COMMUNITY will be referred to in these rules and regulations as "OWNER".
- 1.3 The owner of an individual manufactured home or dwelling who is also a park resident or tenant and who rents or leases a lot in the COMMUNITY from OWNER will be referred to in these rules and regulations as "HOMEOWNER" or "HOMEOWNERS".
- 1.4 The manufactured homes or manufactured housing structures which HOMEOWNERS place on lots they lease/rent from OWNER in COMMUNITY will be referred to in these rules and regulations as "manufactured homes" (or singularly).
- 1.5 The individual manufactured home spaces in COMMUNITY leased to HOMEOWNERS by OWNER will be referred to in these rules and regulations as "lots".
- 1.6 The site/lot rental agreement entered into between OWNER and HOMEOWNER, of which these rules and regulations form an integral part, is referred to in these rules and regulations as "lot rental agreement" or "agreement".
- 1.7 Any action required to be taken by OWNER pursuant to these rules and regulations may, unless otherwise specified can be taken by the property manager appointed by OWNER to act as its representative in connection with COMMUNITY.
- 1.8 Any approval, consent, or waiver which these rules and regulations require to be obtained from OWNER or COMMUNITY must be obtained in writing, signed by an authorized representative of OWNER or COMMUNITY, and obtained prior to doing the act for which approval, consent, or waiver is to be obtained, particularly prior to the initiation of any construction.
- 1.9 Any actions with which these rules and regulations deal, must be taken in accordance with federal and state law and regulations, and in accordance with local ordinances, in addition to meeting the requirements of these rules and regulations.
- 1.10 Any alterations to HOMEOWNER'S manufactured home or improvements (including fencing, painting, color scheme changes, name signs and the like) constructed on HOMEOWNER'S lot must have the prior written approval of OWNER, whether those alterations or improvements are required by the lot rental agreement or these rules and regulations or whether they are voluntarily proposed by HOMEOWNER. Improvements or alterations will usually be required to be made with factory-manufactured material.
- 1.11 OWNER may waive one or more requirements of these rules and regulations on a showing by HOMEOWNER that special circumstances exist which distinguish its situation from that of other HOMEOWNERS. Any HOMEOWNER'S request for a waiver must be in writing and addressed

to the property manager appointed by OWNER for COMMUNITY. In acting on any request for a waiver, OWNER will consider the result to HOMEOWNER if no waiver is granted, the expense to OWNER or COMMUNITY if a waiver is granted, and the impact of any waiver on COMMUNITY as it is now constituted or may reasonably be constituted in the future. OWNER may condition any waiver on HOMEOWNER'S payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions.

- 1.12 If HOMEOWNER fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, OWNER has the option of taking that action for HOMEOWNER. If HOMEOWNER takes some action not in compliance with these rules and regulations (such as constructing an improvement without approval), OWNER has the option of undoing what HOMEOWNER has done.
- 1.13 OWNER will not discriminate on the basis of race, color, sex, marital status, familial status, religion, national origin, or handicap in violation of any city, state, or federal law. In determining how to meet this promise, OWNER will follow precedent under appropriate city, state, and federal statutes.
- 1.14 COMMUNITY OWNER does not provide a security patrol or security systems. Residents are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Residents observing any suspicious or illegal acts are requested to notify the police department and/or the COMMUNITY manager.
- 1.15 Failure of COMMUNITY at any time to require performance of any Rule or Regulation contained herein shall not limit the right of COMMUNITY to enforce the Rule or Regulation, nor shall any waiver of any breach of any Rule or Regulation be a waiver of any succeeding breach of that Rule or Regulation or a waiver of that Rule or Regulation itself or any other Rule or Regulation.

Section 2

MANUFACTURED HOME SET-UP

- 2.1 OWNER is not responsible for top soil, lot preparation, foundation stability, final grading, settling, drainage, gravel or relocation of any utilities unless agreed to in writing by OWNER.
- 2.2 HOMEOWNER agrees that HOMEOWNER has examined the condition of the lot and is aware of its condition and accepts said lot "as is" and "with all faults". HOMEOWNER further states that HOMEOWNER has not relied on OWNER/COMMUNITY for advice concerning the installation of the manufactured home and has relied and discussed such installation with a manufactured home dealer or contractor and is relying on the skill, experience and judgement of the manufactured home dealer or contractor.
- 2.3 HOMEOWNER will give OWNER 72 hours notice before bringing their manufactured home into COMMUNITY for set-up. On arrival, OWNER will instruct HOMEOWNER and HOMEOWNER'S driver on where to park the manufactured home pending set-up.
- 2.4 Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for coordinating with the COMMUNITY manager to specifically locate the position of

the manufactured home on the lot. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. The HOMEOWNER will be responsible for coordinating with the manufactured home dealer and/or transportation company that moves the manufactured home to ensure that the manufactured home is properly positioned on the lot. All HOMEOWNERS with mortgaged, manufactured homes who are purchasing their home on a contract shall furnish to the Manager, the name and address of the lienholder or mortgagee prior to moving the home into the Community.

- 2.5 On arrival at COMMUNITY for set-up, HOMEOWNER will register with OWNER the license number of the vehicle which is towing their manufactured home and the license number of the manufactured home, if required to be licensed. If the manufactured home is not required to be licensed, HOMEOWNER will register with OWNER the manufactured home's color, model and dimensions.
- 2.6 All aspects of manufactured home siting and set-up, including electrical, gas, telephone, sewer, water, and cable television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, are the responsibility of HOMEOWNER.
- 2.7 As a part of hooking-up to COMMUNITY'S water system, HOMEOWNER will install a back flow device at HOMEOWNER'S expense.
- 2.8 HOMEOWNER is responsible for any damage caused to their lot, other lots, streets, or any portion of COMMUNITY during the siting or removal of their manufactured home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.
- 2.9 HOMEOWNER is responsible for connecting the manufactured home to the sewer line with rigid pipe. The manufactured home must be placed on the lot so as to cover or enclose sewer and water connections, as required by law.
- 2.10 HOMEOWNER must remove any towing hitch within thirty (30) days after the manufactured home is placed on the lot.
- 2.11 Temporary steps must be removed within thirty (30) days of set-up and replaced with permanent steps.
- 2.12 HOMEOWNER will not be entitled to move into their manufactured home until siting and set-up have been approved by OWNER.

Section 3

MANUFACTURED HOME STANDARD

- 3.1 Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for providing the manager and/or OWNER a copy of the manufactured home purchase agreement (if the home is new) or accurate description of the manufactured home that confirms that the purchase agreement includes all required improvements as set forth in Section 3 of the COMMUNITY rules and regulations. Specifically including skirting and decking. In those cases where a HOMEOWNER is moving a qualifying manufactured home into COMMUNITY that is

not a new purchase, the HOMEOWNER shall be responsible for providing a photograph together with complete descriptive information identifying the size and materials of all improvements including storage structures that will be sited in the COMMUNITY. All home roofs must have composition asphalt shingles or the equivalent with a gable profile.

- 3.2 No permanent alterations are to be made to the manufactured home, or manufactured home lot without the prior written permission of OWNER (including fencing, painting, color scheme changes, etc.). The OWNER reserves the right to approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home lot prior to its installation. All structures must be of factory-manufactured material or specifically approved in writing by the OWNER prior to construction and/or installation. The OWNER reserves the right to request that all permanent structures erected by a HOMEOWNER be removed at the HOMEOWNER'S expense when the HOMEOWNER moves from the COMMUNITY.
- 3.3 All homes, accessories, and/or alterations/additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.
- 3.4 No manufactured home, accessory structure or addition, including awnings, decks, etc., may be placed closer than permitted by county/city set back requirements to any lot boundary line. No manufactured home, accessory structure and/or addition to include decks, awnings, porches, etc., may be placed closer than 8' from any electrical transformer.
- 3.5 Homes moving into COMMUNITY must be a minimum of 24' wide (unless a lesser width is approved by OWNER pursuant to paragraph 1.11), and must be approved by COMMUNITY management prior to move-in. A home will normally not be accepted if it is more than five years old as of the date of move-in. Management reserves the right to refuse admission to any home that does not meet COMMUNITY standards or the condition and/or appearance of the manufactured home is misrepresented.
- 3.6 All homes are required to have wood, vinyl or aluminum lap siding. Skirting must be of a similar material as the siding on the home and painted/stained to match the siding or trim color. Wood skirting must have a 2" X 6" pressure treated base plate adjacent to the ground and be made of pre-treated/weatherized material that is compatible in design to the exterior of the home. Brick, rock or ornamental skirting is also acceptable. Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT allowed. All skirting must have an access panel (minimum dimensions 18" X 24") that does not require tools for opening or closing and is located so that fuel, electric and water and sewer connections are readily accessible for inspection and repair.
- 3.7 Each HOMEOWNER shall be responsible for installing the lot number of their home on the front side of the home approximately 5' above ground level.
- 3.8 HOMEOWNER is responsible for installing or constructing the following within thirty (30) days of set-up of its manufactured home:
 - a) Pre-treated wood skirting compatible with the manufactured home and painted to match it, or

some other suitable siding approved by OWNER pursuant to paragraph 1.11.

- b) Pre-painted continuous aluminum or galvanized metal gutters and down spouts.
- c) Two above ground hosebibs, one on each side of the manufactured home;
- d) If the HOMEOWNER obtains written approval by OWNER they may construct a storage building if it is the following:
 - 1) Not smaller than 6' X 8' or larger than 15' X 10';
 - 2) Constructed as part of the carport using wood or pre-treated wood siding (whether or not prefabricated) painted to match the manufactured home; and
 - 3) Roofed with asphalt shingles compatible with the color and style of the manufactured home;
 - 4) Pre-fabricated wood or metal storage sheds are allowed subject to prior written authorization from COMMUNITY management.

3.10 All manufactured homes must have decks not smaller than specified below unless otherwise approved by OWNER. Exceptions to minimum size requirements may be approved by OWNER if HOMEOWNER'S lot will not accommodate structures of the stated dimensions. All plans for decks must be approved by OWNER prior to installation and construction. Any deck area shall total no more than 500 square feet. Minimum deck sizes shall be as follows:

* Patio Side: Deck - 4' X 6' or 24 square feet of continuous deck.

Awning (optional) - 4' X 6' or 24 square feet of continuous aluminum factory/manufactured or wood frame awning.

* Rear Side: Deck 3' X 4' (including steps)

Awning (optional) - 12' X 26' or 312 square feet of wood or wood frame carport. Homes within COMMUNITY that have installed a deck and/or awning prior to the issuance of these Rules and Regulations shall be exempt from this requirement. Corrugated metal or fiberglass awnings are not allowed. Awnings are optional, but must be approved by OWNER prior to installation. If awnings are installed they must be installed within 30 days following set-up. If existing home, awning must be installed within 30 day of OWNER approval.

3.11 Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the manufactured home or fully enclosed with pre-treated wood so as to be compatible with the design of the porch and deck. Vertical slats/railings made of 2" X 2" material on 4" centers must be installed between the top of the railing and the deck and step treads. Decks must be constructed of 2" X 4" or 2" X 6" pressure treated/weatherized wood.

Decks must be installed within thirty (30) days following set-up of the manufactured home unless other arrangements have been made in writing with OWNER.

3.12 All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above-ground plumbing must be connected to an underground shut off/gate

valve that is accessible and maintained in good working order at all times. HOMEOWNERS are responsible for bleeding and wrapping outside water lines prior to subfreezing weather conditions. Any damage or expense caused by freezing pipes will be borne by the HOMEOWNER.

- 3.13 All HOMEOWNERS are required to landscape and maintain the yard that lies within the boundary of their lot.
- 3.14 HOMEOWNER may install with written approval an in-ground sprinkler system with an automatic timer within ninety (90) days of siting the home. HOMEOWNER will be required to repair and maintain the system in good working order at all times. *****
- 3.15 OWNER reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances which may be dictated herein by the terrain of the COMMUNITY or individual lots.
- 3.16 No excavation of any kind shall take place until and unless the park has been notified due to the existence of underground utilities.

Section 4

MANUFACTURED HOME AND LOT MAINTENANCE

- 4.1 HOMEOWNER is responsible for maintaining and keeping clean and in good repair the exterior of their manufactured home, as well as all appurtenant structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, hand railings, storage buildings, etc., shall be painted or stained as necessary to prevent their visual and/or physical deterioration. The exterior finish of the home must be maintained to the satisfaction of the Owner/Community, which may require painting as needed with a color pre-approved by Owner.
- 4.2 HOMEOWNER is responsible for maintaining all lawn areas, flowers, shrubbery and trees within the boundaries of their lot. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds and watered as necessary. All slopes must be planted with erosion deterrent plants.

If the HOMEOWNER consistently fails to maintain the space, OWNER reserves the right to evict the HOMEOWNER. If HOMEOWNER wastes water and allows water to run into the street, OWNER may impose a charge each time the HOMEOWNER wastes water.
- 4.3 All landscaping improvements made to the manufactured home lot as provided by this Agreement shall, upon termination of tenancy, by either the HOMEOWNER or COMMUNITY management/owner become the property of OWNER except as provided herein below. The HOMEOWNER may keep and take with him the following: **Note: Nothing without written agreement.**
- 4.4 HOMEOWNERS absent for an extended period of time - two weeks or more (14 consecutive days) shall be responsible for arranging for the care and maintenance of their lot during their absence.
- 4.5 Fences over 48" high are not permitted. Chain link fences and cedar fences are allowed and may be installed only in the rear yard area of the manufactured home lot. Chain link fences require

metal fence posts set in concrete and stretched fencing fabric. All cedar fences shall be 36" in height with a 12" lattice top rail and be constructed as per applicable building code regulations. All fences, including color of paint or stain, must be approved in writing by OWNER prior to installation. HOMEOWNER is responsible for maintaining any fence located on HOMEOWNERS property.

- 4.6 If HOMEOWNER constructs a rear yard fence, as outlined in paragraph 4.5, HOMEOWNER will be responsible for a twelve inch mowing strip along the outside of the fence, whether or not that strip is HOMEOWNERS lot or COMMUNITY property.
- 4.7 Common areas, driveways, streets and HOMEOWNERS lots, including porches and decks, are to be kept clean and free from trash and litter at all times. Children's toys are not to be left in the streets.
- 4.8 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture. Storage of any type beneath the mobile home including material of explosive nature is prohibited (Washington State Law). Standard patio furniture and a park approved storage cabinet will be permitted to present a clean and neat external appearance. Any household appliance, exercise equipment or upholstered furniture cannot be placed outside the mobile home. Boats, travel trailers, unmounted campers or unsightly objects are not to be stored on HOMEOWNER lots or parking areas. Special storage problems should be coordinated with Management.
- 4.9 Firewood must be stored behind the manufactured home or in an approved storage shed. Any tarps used to cover firewood must blend with the surroundings and/or be compatible in color. No blue or green tarps.
- 4.10 Clothes lines or clothes line poles are not allowed. Clothing, linens, rugs, etc., are not to be draped over deck or porch railings or otherwise left outside the HOMEOWNERS manufactured home.
- 4.11 HOMEOWNER may erect play equipment in HOMEOWNERS backyard with OWNER'S prior written permission. All play equipment must be located behind the manufactured home and within the designated boundaries of the HOMEOWNERS yard. HOMEOWNER assumes responsibility for maintaining playground equipment in serviceable condition and agrees to remove the equipment when the tenancy is terminated. Permission to have play equipment on the lot is subject to revocation at any time if OWNER determines that the equipment is in need of repair. Above ground pools (wading pools, hot tubs/spas, etc.) are permitted only with written permission from OWNER. HOMEOWNER agrees to defend and hold the OWNER and OWNER'S Agents harmless from any and all claims, suits, damages and actions resulting from HOMEOWNERS play equipment and/or above ground pools (wading pools, hot tubs/spas, etc.). Wading pools are to be emptied after each use and hot tubs/spas are to be covered after each use.
- 4.12 HOMEOWNERS must remove (take down) any holiday decorations from their manufactured home within thirty (30) days after the celebrated holiday.
- 4.13 Portable backboards/stands are allowed with the prior written approval of OWNER.

- 4.14 HOMEOWNER is responsible for installing, maintaining, and keeping clean and in good repair approved window coverings which may include curtains, drapes, shutters or blinds, etc., in all windows of the home. Unapproved window coverings include, but are not limited to, sheets, blankets, table cloths, and plastics, etc.
- 4.15 Exterior window blinds are allowed with the prior written permission of OWNER. Bamboo or reed exterior blinds are NOT allowed. Exterior blinds must be of a color that matches the exterior siding or trim color and must be maintained by the HOMEOWNER in a serviceable condition at all times.
- 4.16 Signs, Posters, Decals, Prints, Pictures, etc., are not to be displayed in windows or on the home at any time. Political yard signs are permitted during an election campaign however must be removed within forty eight hours after election day. No sign shall be larger than 18" X 24" or 432 square inches.

Section 5
HOMEOWNERS AND GUESTS

- 5.1 The tenancy agreed on in the rental agreement is based on occupancy of the manufactured home by the persons identified in the agreement. Any additional occupants must be approved by OWNER prior to move-in.
- 5.2 The total number of permanent residents in any manufactured home shall not be greater than two per bedroom in the manufactured home.
- 5.3 HOMEOWNER is responsible for the actions of other occupants of manufactured home, guests, licensees and invitees.
- 5.4 Guests of HOMEOWNER may not remain in COMMUNITY for more than fourteen (14) days in any year (whether consecutively or cumulatively) unless written authorization is received from OWNER. HOMEOWNERS are responsible for their guests actions. Guests desiring to become residents of the manufactured home, must apply for residency, and shall be subject to Owner's approval. Under such circumstances, the criteria used by Owner for screening the guest's application for tenancy are as follows: 1) prior rental references, 2) credit references, 3) employment status, 4) ability to pay rent and other expenses arising under the rental agreement with the park, 5) criminal records (including indictments and convictions), 6) the availability of information required under the parks application for tenancy, and 7) the guest's willingness to enter into a rental agreement with the park
- 5.5 HOMEOWNER, will respect the peace of COMMUNITY and see that guests do the same. Neither HOMEOWNER nor guests shall cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, musical instruments, chain saws, motorcycles, automobiles, pets, etc. There is a noise abatement curfew from 10:00 p.m. until 7:00 a.m.
- 5.6 HOMEOWNER will provide OWNER with the name of a person to be contacted in the event of HOMEOWNERS death.

- 5.7 HOMEOWNER will provide OWNER with proof of ownership for the manufactured home occupied by HOMEOWNER consisting of a) copy of the bill of sale for manufactured home prior to move-in and/or occupancy, and b) copy of the title and vehicle I.D. information from DMV within sixty (60) days after move-in.
- 5.8 HOMEOWNER will provide OWNER with proof of insurance, and proof of good standing with the county showing that the personal property taxes have been paid for the manufactured home for the current personal property tax year at the commencement of the tenancy and at the request of OWNER anytime thereafter.
- 5.9 Two annual COMMUNITY garage sales will be permitted for all HOMEOWNERS in the COMMUNITY on two predetermined weekends in the spring and fall. HOMEOWNERS are responsible for coordinating which two weekends each year the garage sales will take place. Each garage sale is not to last more than one weekend (three days). Prior approval must be obtained from OWNER as to which weekends and times each COMMUNITY garage sale is scheduled to prevent interference with other COMMUNITY projects. NO INDIVIDUAL GARAGE SALES ARE ALLOWED.
- 5.10 Tampering with mail addressed to others is a federal offense and is a basis for eviction.

Section 6 **SUBLETTING**

- 6.1 No rental or subletting of a manufactured home is permitted. Manufactured homes must be owner-occupied.
- 6.2 Any person occupying a manufactured home to care for it (i.e., a "house-sitter") during an absence by HOMEOWNER in excess of 30 days must be approved by OWNER prior to occupying the manufactured home. This provision shall apply to "house sitters" or other individuals known to the mobile home owner who might occupy the mobile home during their absence. Approval of a "house sitter" does not establish a tenancy and in the event the "house sitter" wants to become a resident, they must fill out an application and be approved by the LANDLORD and signs a temporary occupancy agreement. Anyone residing in the home without LANDLORD approval or a signed temporary occupancy agreement will be considered trespassing. Any legal expenses incurred as a result of someone trespassing will be the responsibility of the person trespassing and/or TENANT.

Section 7 **SALE OF MANUFACTURED HOMES**

- 7.1 Prospective purchasers of a manufactured home must submit an application for residency and be approved by OWNER PRIOR to occupying any manufactured home in COMMUNITY. No sale of a manufactured home in COMMUNITY shall obligate COMMUNITY management to accept a new purchaser unless an application has been received and approved by COMMUNITY management prior to the sale.
- 7.2 HOMEOWNERS shall be allowed to leave their manufactured home in its present lot and sell the manufactured home to a new HOMEOWNER, subject to the following conditions:

The manufactured home shall be brought up to all current COMMUNITY standards for new homes moving into the COMMUNITY. The OWNER may, at his/her sole discretion and in cases selected by him/her, grant special exceptions to this rule. Any special exceptions shall be in writing, signed by the OWNER and HOMEOWNER, and shall specify the length of time for which the exception is granted. Failure to immediately enforce this rule shall not be construed to constitute an exception and shall not prevent later enforcement of this rule.

- 7.3 "For Sale" signs may be displayed only in a window and must not be more than 24" wide by 18" in height.
- 7.4 Prospective purchasers shall furnish to the Manager, the names and addresses of all lienholders and/or mortgagees who will be extending credit for the purchase of the home, as a condition of being accepted as a Community resident and as a condition of tenancy.

Section 8 **UTILITIES**

- 8.1 Water, sewer, garbage is provided by Landlord; however, Landlord reserves the right submeter and to pass the cost of these utilities directly to each resident at a later date.
- 8.2 Garbage and garbage containers must be kept out of sight except on days when garbage is scheduled to be collected or at the rear of the home.
- 8.3 Paper towels, sanitary napkins, diapers and other large items should not be flushed down your toilet. Grease should not be poured down sinks. HOMEOWNER is responsible for clearing any blockage in a sewer line from the home to the main line servicing the Community.
- 8.4 No c.b./home radio antennas are allowed. Satellite TV dishes up to 39" in diameter may be allowed subject to placement in an unobtrusive location, i.e. not visible from the street. The placement shall be coordinated with the service provider and the COMMUNITY manager. HOMEOWNER shall notify COMMUNITY manager a minimum of forty-eight (48) hours in advance as to day and time of installation. HOMEOWNER is responsible for installation and monthly charges. TV cable service may be provided to each lot. HOMEOWNER is responsible for monthly cable service charges and hook up charges. TV antennas must be placed at the back of the home and must be less than 12 feet above the roofline of the manufactured home. TV antennas must be maintained and kept free of rust. Antennas that are no longer in use must be removed from home.
- 8.5 Each HOMEOWNER shall be responsible for ensuring that no storage building or other structure is erected or placed over any shut-off valve, sewer clean-out or electrical pedestal that may be located on the HOMEOWNERS lot.
- 8.6 HOMEOWNER acknowledges Owner/Community may need access to the utility hook-ups under HOMEOWNERS home for the purpose of maintenance/installation of water meters or other utilities. HOMEOWNER expressly grants Owner/Community permission to remove, replace or customize HOMEOWNERS skirting to allow maintenance/installation of utility systems under HOMEOWNERS home.

Section 9

PETS

- 9.1 One house pet under twenty (20) pounds at maturity may be allowed, if the HOMEOWNER obtains prior written permission from the COMMUNITY manager. Said permission shall become a part of the rental agreement between the OWNER and the HOMEOWNER. An additional pet may be allowed if the HOMEOWNER receives prior written approval. **Full or mixed breeds of the following dogs are not permitted under any circumstances: Chow, Rottweiler, Doberman, Pitbull, Blue Heeler, German Shepherd and Wolf.** Handicapped HOMEOWNERS are allowed to keep a specially trained animal as allowed by law.
- 9.2 No outside dog runs, dog houses, or pets living outside of a manufactured home are allowed. Pets must be kept on the HOMEOWNERS lot and are not to be allowed to roam unattended on HOMEOWNERS lot, COMMUNITY streets, common areas or other HOMEOWNERS lots. Pets shall not be left leashed or tied up outside a HOMEOWNERS home during any period of absence by the HOMEOWNER.
- 9.3 All pets shall be attended and on a leash when not inside the HOMEOWNERS manufactured home.
- 9.4 Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain in the COMMUNITY. HOMEOWNER shall receive one written warning regarding a complaint about a pet. If a second written notice is required, the pet must be removed from the COMMUNITY permanently within ten (10) days of such second written notice.
- 9.5 Excreta (pet droppings) must be cleaned up promptly by pet owners.
- 9.6 No pet food or dishes may be kept outside
- 9.7 All pets in the Community must have a tag or other form of identification on its collar, showing the name and telephone number of the HOMEOWNER responsible for the pet. All pets must have valid licenses and proof of current rabies vaccinations.
- 9.8 No more than two pets per home are allowed in the community.
- 9.9 Pets are defined as cats and dogs. No exotic pets are allowed.

Section 10

COMMON AREAS

- 10.1 OWNER will maintain those areas of COMMUNITY which HOMEOWNER is not responsible for maintaining pursuant to the rental agreement and the rules and regulations (referred to herein as "common areas"). HOMEOWNERS use of the common areas and their use by other occupants of HOMEOWNERS manufactured home and HOMEOWNERS guests, licensees, and invitees, is, however, at the risk of the user, and OWNER is not responsible for injuries or damages associated with the use of common areas or the personal property connected with them unless such injuries or damages are caused by OWNERS negligence or willful misconduct.

- 10.2 HOMEOWNER, occupants of the manufactured home, and guests, licensees, and invitees, may use COMMUNITY common areas only for the purposes for which they were intended and may not do in common areas activities which would not be permitted on leased lots. Common areas may not be used for storage or parking.
- 10.3 HOMEOWNER acknowledges that there are dimly lighted and/or dark areas within the COMMUNITY and agrees to carry a portable light source when walking at night. HOMEOWNER shall provide a portable light source for any invitee or guest to HOMEOWNERS home.

Section 11 **VEHICLES**

- 11.1 No motor oil or any other caustic or non-biodegradable substance shall be deposited in any street drain, sewer system or on the grounds within the COMMUNITY. HOMEOWNER shall be responsible for any and all fines and the cost of cleaning up any caustic or non-biodegradable substances deposited by HOMEOWNER in COMMUNITY. Propane tanks larger than five gallons are not allowed in COMMUNITY except for those attached to and used exclusively for recreational vehicles.
- 11.2 Each lot is provided with off-street parking for two passenger vehicles. HOMEOWNER is permitted to have no more than two vehicles, which when not in use must be parked in the off-street parking areas for HOMEOWNERS lot.
- 11.3 Vehicles dripping oil, transmission fluid, brake fluid or any other lubricant or chemical must be removed from COMMUNITY until they are repaired. HOMEOWNER is responsible for cleaning up any oil, fluid, lubricant or chemical from the driveway and street immediately in front of HOMEOWNERS rented lot. OWNER may require that any vehicle, including vehicles owned by HOMEOWNERS, not be allowed to enter or remain in COMMUNITY, if, in OWNER'S opinion, the vehicle is a) not properly maintained b) constitutes a hazard to HOMEOWNERS or c) is in such dilapidated condition that it distracts from the appearance of COMMUNITY. If OWNER intends to remove a vehicle from COMMUNITY under this rule, it will give twenty-four (24) hours notice to the HOMEOWNER responsible for the vehicle, in person, if possible, otherwise by posting a notice on the vehicle. If the vehicle is not then removed from COMMUNITY within twenty-four (24) hours, OWNER may tow the vehicle from COMMUNITY at the risk and expense of the vehicle owner and the responsible HOMEOWNER. In the alternative, Owner may give notice to the HOMEOWNER to remove the vehicle from the Community, and failure to do so shall serve as a basis for the termination of the HOMEOWNERS tenancy. Vehicles parked in a fire lane or other HOMEOWNERS driveway will be towed immediately, no 24 hour notice will be given in such cases.
- 11.4 HOMEOWNER is not allowed to park in COMMUNITY, or to allow others to park, commercial vehicles or equipment (other than that temporarily present for the purpose of providing some service to HOMEOWNER) or inoperable vehicles.
- 11.5 In addition to the off-street parking associated with HOMEOWNERS lot, guests may park their cars in other parking areas designated by OWNER for that purpose. HOMEOWNER and guests

must ensure that guests' cars are parked in a location so as not to block any neighbor's access or restrict traffic flow within COMMUNITY. Parking in designated guest parking areas by HOMEOWNER is not allowed.

- 11.6 No overnight parking on the streets by guests or HOMEOWNERS is allowed.
- 11.7 The speed limit within COMMUNITY for all vehicles is limited to ten (10) miles per hour.
- 11.8 Motor homes, campers, trailers, boats, snowmobiles, residential vehicles and other recreational vehicles are not allowed to be stored on HOMEOWNERS lot.
- 11.9 Recreational vehicles may be left on HOMEOWNERS lot for up to Twenty-four (24) hours to accommodate loading and unloading.
- 11.10 Motorcycles may be driven to and from the COMMUNITY only. Three-wheelers, all-terrain vehicles or the like, whether or not in use, are not allowed in COMMUNITY.
- 11.11 Driveways of vacant lots or vacant homes may not be used for guest or overflow parking without approval from OWNER.
- 11.12 Loud motor vehicles may not be operated in COMMUNITY at any time.
- 11.13 Parking for HOMEOWNERS recreational vehicles is available on a first come, first served basis in the recreational vehicle storage area. Neither OWNER nor COMMUNITY assumes responsibility and/or liability for the theft or damage of recreational vehicles stored in the storage area. Inoperable or dilapidated cars, boats, or recreational vehicles shall not be stored in the recreational vehicle storage area. Any inoperable vehicle found parked in the RV storage area shall be towed. Any HOMEOWNER interested in storing a recreational vehicle in the COMMUNITY storage area should contact the COMMUNITY manager regarding policies and procedures governing the use of the recreational vehicle storage area. This rule becomes effective at the time recreational vehicle parking becomes available for HOMEOWNERS. OWNER reserves the right to charge storage fees in the future.
- 11.14 HOMEOWNERS are not allowed to overhaul vehicles on their space or in their driveway. No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made within the COMMUNITY, and no automobile equipment, engines, motors, etc. shall be washed anywhere in the COMMUNITY. Oil changes or routine vehicle maintenance is not an exception to this rule.

Section 12

FIREARMS AND FIREWORKS

- 12.1 Firearms will not be discharged within COMMUNITY or on property owned by COMMUNITY. Firearms are to be unloaded at all times while outside of a HOMEOWNERS Home in the Community. Firearms include "BB" guns, pellet guns, dart guns and any other weapon capable of firing a projectile.

- 12.2 The only firearms that will be allowed in the COMMUNITY are those allowed by local and state ordinances. HOMEOWNERS and/or their guests must clean-up any fireworks discharged in the COMMUNITY. HOMEOWNERS discharging fireworks are responsible for any damage whatsoever to the COMMUNITY or other HOMEOWNER property.

Section 13

TERMINATION OF LEASE/RENTAL AGREEMENT

- 13.1 By HOMEOWNER. HOMEOWNER may terminate this tenancy upon a minimum of 30 days' written notice to LANDLORD. If such notice is given, HOMEOWNER agrees to remove HOMEOWNERS home from the homesite by the termination date given.
- 13.2 By Landlord. LANDLORD may terminate the tenancy if HOMEOWNER or others occupying or visiting HOMEOWNERS manufactured dwelling:
1. Violate a law or ordinance which relates to HOMEOWNERS conduct as a manufactured dwelling park HOMEOWNER or violates this Agreement or the Rules and Regulations of the Park.
 2. LANDLORD may terminate the tenancy by giving written notice of nonpayment if HOMEOWNER fails to pay rent after the rent becomes due.
 - a. LANDLORD may terminate the tenancy by giving the HOMEOWNER not less than 30 Days written notice after the HOMEOWNER has received three or more 5 Day Late Payment Notices for Nonpayment of Rent within the previous 12 months. HOMEOWNER may not void such termination by correcting this violation.
 - b. LANDLORD may terminate the tenancy by giving the HOMEOWNER not less than 30 Days written notice after the HOMEOWNER has received three or more violation notices within the previous 12 months.
 3. LANDLORD may terminate the tenancy, as provided by Washington law, if LANDLORD intends to cease operation of the Park.
 4. LANDLORD reserves the right to terminate the tenancy pursuant to any other Washington law.

Section 14

REMOVAL OF MANUFACTURED HOME

- 14.1 HOMEOWNER will give OWNER seventy-two (72) hours notice before removing the manufactured home from the lot and COMMUNITY. Prior to the removal of the mobile/manufactured home, all rents for lot, utilities and services must be paid in full unless waived by COMMUNITY.
- 14.2 On termination of the lot rental agreement, HOMEOWNER will remove the manufactured home and remove any improvements to the lot which OWNER requests be moved.
- 14.3 HOMEOWNER is responsible for any damage caused to lot, other lots, streets, or any portion of COMMUNITY during the removal of the manufactured home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.

SECTION 15
PARTIAL INVALIDITY

15.1 If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or the other application of such time or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

SECTION 16
AMENDMENT OF RULES

16.1 OWNER reserves the right to amend, revise and/or add additional Rules and Regulations pursuant to Washington Law.

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN VILLAGE PARK AND ANY HOMEOWNER/RESIDENT WHICH MODIFY OR AMEND THE RULES, REGULATIONS OR POLICIES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENTATIONS OR AGREEMENTS ARE INVALID AND UNENFORCEABLE.

HOMEOWNER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.

HOMEOWNER

DATE

HOMEOWNER

DATE