#### ADDENDUM "B"

# CLAUDIA'S MOBILE ESTATES

# A QUALITY MANUFACTURED HOUSING COMMUNITY RULES AND REGULATIONS

The following rules and regulations have been designed to make living enjoyable for each resident in this Community. It must be understood that for these rules and regulations to be meaningful they will be enforced by management and followed by all residents. They establish the rights of each Tenant and the Landlord for the benefit, safety and health of all. These Rules and Regulations are expressly made a part of the rental agreement.

#### 1. 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 the improvements and for the safety and welfare of all residents. Following are the minimum building standards required:

- A. All homes moved into the Community after October 1, 2014 shall have wooden or vinyl siding, 3:12 pitched shingle roofs
- 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 <u>Thurston County</u> standards, all hitches removed and concealed from view. All tires, wheels and axles shall be removed, and the home shall be set as low as possible to finish grade.
- 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 storage unit not exceeding 100 square feet with a maximum height of 10 feet (from the ground), unless otherwise approved in writing by the Landlord
- F. Each home shall have rainwater gutters and downspouts connected within thirty (30) days of placement on the lot. All water lines, septic plumbing lines and writing shall be underground and maintained by Tenant at Tenant's sole cost. Water and septic connections shall be of rigid material and not exposed to view. Unburied pipes exposed 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. The home, all accessory structures, improvements and utility connections shall be constructed with quality workmanship and at all times maintained in good condition by

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, set up, utility hookups, building and occupancy of their home and any appurtenance and structures. Tenants must be present upon delivery of their new home.

#### 2. OCCUPANCY STANDARDS

**Renting**: Subletting of a home is strictly prohibited. Only the Tenant or persons specifically named in the lease can reside permanently on a lot. Tenant must provide to the Landlord, proof of ownership and proof of insurance. Each home must provide evidence that it has a functioning smoke detector per RCW 48.48.140(3) and annual verification that the County personal property taxes have been paid on the home. **ALL HOMES MUST BE OWNER OCCUPIED**.

**Occupancy:** All occupants of any home or any guest who intends to stay longer than 15 days in any sixty (60) day period <u>must be screened and approved by management</u> and <u>if approved, sign</u> an occupancy agreement with management before they move into the Community.

Guests: Tenant is fully responsible for the actions of the guests and must accompany them throughout the Community. Tenants must inform their guests 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. The Landlord may prevent any other person(s) from entry and reserves the right to remove such other person(s) from the Community. Tenant shall be responsible to and shall reimburse the Landlord for any loss or damage incurred by the Landlord because of 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. Excessive drinking, boisterous noise or loud parties will not be tolerated at any time. Visiting minors under twelve (12) years old must be under the direct supervision of an adult resident. Tenants acknowledge that they are responsible and accountable for the actions of their visiting children.

# 3. **RENT PAYMENT**

For the safety of the community management, CASH WILL NOT BE ACCEPTED. All NSF checks shall be charged a fee of \$40.00. Should an NSF check cause the late receipt of rent payment, both a late charge of \$50.00, NSF Charge of \$40.00 may be assessed along with a \$50.00 lease violation fee. 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.

#### 4. **PETS**

ONLY ONE PET OF ANY KIND IS PERMITTED without the written permission of management and must be registered with the onsite Manager by Tenant signing a Pet Agreement. Only dogs and

cats are allowed. Pets must be collared with a current license displayed. Cats and dogs must be spayed. "Seeing eye" dogs for the blind or visually impaired are not subject to this weight limitation. Pets are to be kept under the control of the Tenant at all time and must be on a leash when not inside the home and kept indoors at night. Dogs will not be permitted to roam free or tied up outdoors. Dogs are not allowed to be left outside overnight and any excessive barking is not permitted. Pet owners shall be responsible for cleaning up all pet droppings immediately on Tenant'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. Doghouses, kennels, or the breeding of animals will not be permitted. Guests are not permitted to bring pets into the Community. The following list of dogs (full or mixed breed) are not permitted at any time: Rottweiler, German Shepherd, Doberman Pinscher, Pit Bull, Akita, Heeler, Cane Corso, Kuvasz, Presa Canario and Wolf Hybrids. Any pet that in Management's sole opinion constitutes a nuisance or causes a Tenant's home lot to become unsightly must be removed from the Community. Any *registered* pet falling outside of these criteria that reside on premises as of 10/1/2014 is considered "grandfathered" but shall not be replaced unless the above criteria are met.

#### 5. LANDSCAPING AND LOT MAINTENANCE:

Tenants shall maintain the landscaping, yard, 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. All refuse and debris must be picked up and disposed of on a regular basis. There shall be no outside burning of garbage or debris or fire pits allowed on the lot space as mandated by the Pierce County fire authority. Fireworks are also prohibited in the park. If the tenant allows the lawn, landscaping beds or driveway to become unsightly or allow accumulation of materials or debris, Landlord may 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 \$25.00 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. Drying of laundry outside is not allowed. Only outdoor patio furniture shall be stored on patio. 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.

Each Tenant shall establish and maintain weekly garbage service. Garbage cans or containers shall be kept stored and <u>screened from view</u>. On collection days, the garbage can and recycling container(s) must be tightly closed for pickup. After garbage is collected, cans must be returned to storage areas on the same day of pickup.

No fences are allowed without the expressed written permission of the Landlord. Only 4" chain-link fence will be allowed. 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.

Outdoor watering must be done with care and not left unattended for periods greater than two hours. Homes with addresses ending in odd numbers shall water on odd-numbered days. Even-numbered homes shall water on even-numbered days. All hose bibs must be equipped with stop and waste valves to prevent backflow of water.

No swimming pools, swing sets, stationary basketball hoops, trampolines, outdoor exercise equipment or other outdoor recreational equipment are permitted. Portable basketball hoops are permitted in the driveway only (NOT BY THE ROAD). Children sized swimming pools may be used if emptied nightly. **NO TARPS ARE ALLOWED ANYWHERE.** 

#### 6. **HOME MAINTENANCE**

Tenant shall keep and maintain his/her home and accessory structures including the garage/carport, 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. Exterior colors must be approved by management in an alteration request. Exteriors shall not be allowed to become mildewed or stained. Any damaged portions shall be promptly repaired. The home, accessory structures including the carport, porches, decks and storage units shall present an attractive and eye-pleasing appearance at all times and shall not be permitted to become unsightly. No signage (Beware of Dog, etc.,) will be allowed without prior approval from management.

#### 7. **VEHICLES**

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. A MAXIMUM TO TWO (2) OPERABLE VEHICLES WITH CURRENT LICENSE TABS SHALL BE PERMITTED AT TENANT'S LOT, unless otherwise approved by Landlord in writing. All vehicles must be registered with the Community Manager. Vehicles not so registered, after notice, may be towed at Tenant's expense. A ten (10) mph speed limit is to be observed at all times. All fluid leaks must be repaired immediately. 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 repair that causes fluids to be discharged are strictly prohibited. Major repair (repair that takes more than two hours) and painting of vehicles is not permitted in the Community. No oil, fuel, antifreeze, or other such fluids shall be disposed of in any sanitary septic system or storm drain, or on the ground. Petroleum, propane, natural gas, or other flammable product shall not be stored anywhere at this Community without the prior written permission from the Landlord. Permission will be refused if such products are not stored in appropriate containers or in reasonable quantities. PARKING ON THE STREET IS STRICTLY PROHIBITED. Vehicles shall not be parked in such a way as to impede traffic or to be unsightly. Parking is allowed on Tenant's driveway and in designated areas only. PARKING ON THE GRASS BESIDE OR BEHIND MOBILE HOME 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 twenty-four (24) hours for loading and unloading only. A storage facility for these vehicles is provided for a storage charge as additional rent.

### 8. UTILITIES

Electrical, telephone, water, septic and cable television 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. Water and septic services are provided to each lot by the property owner. At Landlord's option, Landlord may have the right to install and maintain water meters under each home and shall be allowed to install a small digital readout sensor on the lower face of the home facing the street. Water meter boxes must be clear and accessible at all times. Boxes should be framed to prevent landscaping, gravel, etc., from blocking access. Tenants would then be responsible for all water lines and connections from the point of connection starting at the outlet of the water meter to the home. 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. No posts of any kind are to be driven into the ground without consulting Management because of the danger to underground utilities. Tenant will be held responsible for the cost of any damage by them or their guest to property or underground utilities. 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 it.

All homes are served by a sanitary septic and drain field system. Excessive water use and other abuses may cause serious damage, potentially even requiring abandonment of the septic and vacation of the lot. To help preserve this system, no materials shall be allowed to enter the septic system other than wash water, dish water and bodily waste and fluids. **GARBAGE DISPOSALS ARE PROHIBITED.** Foreign materials such as condoms, cigarettes, cigars, plastic bags, sanitary napkins or dispensers, tampons, etc., found in any septic system during routine inspections will be cause for the Tenant's served by the septic system to be liable and responsible for the subsequent pumping and or any repair needed to return the system back to its normal operation. Evidence of higher than normal concentrations of oils, grease, soap solids, bleach, chemicals, phosphates, etc., or any other substances that may cause the natural bacteria and enzymes to be negatively affected, blockage of the septic system and/or failure of the septic system will also be cause for Tenant to be responsible for its subsequent pumping, repairs and/or replacement. All Tenants are responsible for their own septic drain line from the home to the septic tank. Septic tanks are periodically inspected and are pumped by Management approximately once every three years or as needed.

#### 9. **SALE OF A HOME**

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 at least fifteen (15) days prior to the sale and shall notify the buyer in writing of the provisions of this section. 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. 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. No "For Sale" signs are permitted on the grounds. Any signs advertising a home for sale shall not be larger than 12" x 18" and shall be displayed in a window only.

#### 10. 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 to managers or other residents, disturbances of the peace and quiet, and willful and careless destruction of property in any manner will be cause of eviction.
- b. Tenants are not permitted to operate a business in the Community including 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 the Community or which violate any governmental statue, ordinance, regulation or rule shall not be permitted. Federal, State and local laws and regulations shall be adhered to by residents and guests.
- d. The clubhouse, common recreation areas, and all common area structures are provided for Tenant enjoyment only. Events with non-Tenant attendees must be approved by management. Non-Tenant attendees are subject to the rules for Guests.
- e. There shall be no trespassing on Tenant's lots. All Tenants shall be held responsible for any damage caused by themselves or their guests.
- f. Fireworks, trampolines and outdoor swimming pools are not allowed on the Community premises, nor is the brandishing or discharge of any gun, bow and arrow, knife, sword or other weapons.
- g. All weapons can only be carried to and from vehicle for a sporting event.
- h. Sheds are to be used for storage only.
- i. Fire pits, burn barrels or any fire besides BBQ are not allowed.
- j. Ponds and/or fountains are not allowed unless approved by Management.
- k. No canvas carports are allowed.

#### 11. AMENDMENTS

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

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 Claudia's MHC		TENANT	
Ву:			
Its:	<u> </u>		
ADDENDUM "A"			
Legal Description			
See attached Addendum "A"			
Lot Description			
Your Lot # is described on the attached aerial lot map and text description.			

## ADDENDUM "C"

#### **Description of Utility Connection**

The electrical utility connection is the pedestal or electric meter supplied by the Landlord. The water utility connection is the individual shutoff or meter supplied by the Landlord, where no shutoff or meter exists, the connection point is instead the location where the water supply pipes for the mobile home meet the water supply at the ground. Septic utility connections are at the point where the sewer or septic waste pipes for the mobile home meet the sewer or septic connection or "drop" at the ground. Maintenance responsibility for all public utilities is determined between the Tenant and the utility company but is typically at the point where the mobile home's utilities connect to those provided by the utility company.

All utility connections are visually indicated in Addendum "A" on the aerial lot map.