



**Manufactured Housing Community, LLC**

**A quality manufactured housing community for persons 55 years+**



12/1/2023

## **EXHIBIT “A” TO RENTAL AGREEMENT PARKWOOD MANUFACTURED HOUSING COMMUNITY**

### **GUIDELINES FOR LIVING *aka* RULES AND REGULATIONS**

**261520 Hwy 101, Sequim, Washington 98382  
(360) 683—8765**

PARKWOOD, a 55+ Manufactured Housing Community, (“PARKWOOD” and/or “COMMUNITY”) is a desirable and attractive place for persons aged 55 and over to live. The purpose of these Rules and Regulations is to help maintain an environment enjoyable, attractive, and safe for all Tenants of PARKWOOD.

PARKWOOD is an age 55 or older housing community under the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended 42 U.S.C. 3601-3619) and the Housing for Older Persons Act of 1995 (Rule L. 104-76, 109 Stat. 787).

Persons intending to reside at PARKWOOD must meet age and income qualifications. Any person not meeting verifiable age or income qualifications may be legally denied occupancy. Any person interested in occupying a lot must make application with the park and receive written authorization prior to residing at PARKWOOD. Proof of age may be requested by Management at any time.

PARKWOOD has no restrictive covenants or policies, implied or written, which would bar residency on the basis of race, religion, sex, disability, or family status. Requisites for occupancy are outlined in writing and are in compliance with Local, State and Federal law.

## LANDSCAPING INSTALLATION REQUIREMENTS:

- (a) There shall be a minimum of three (3) living plants (trees or shrubs) two feet or more in height, and/or lawn and annuals or perennials in the front yard (between house and street).
- (b) You are required to keep the entirety of your lot maintained at all times. This includes, but is not limited to, lawns, garden and gravel beds, rockeries, driveways, walkways, exterior home repairs, paint and gutters. Should you become incapable of keeping your lot to Parkwood standards, you will be then required to employ someone to do so for you. After reasonable time, should Parkwood be forced to schedule this work, you will be charged the cost of performing such work and an administrative fee of \$25.00.
- (c) Each Tenant shall keep his lot free of weeds, tall grass, and noxious plant growth. Such expectations will be illustrated by the staff at PARKWOOD. 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 \$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.
- (d) Tenants shall maintain the landscaping and yard. Green grass lawns are not to grow over 3 inches in height. Plants, shrubs, tree limbs shall be trimmed and maintained. *Driveways, walkways, rockeries, gravel beds and the like are to be free of weeds and grass.* Roofs are to be kept free from leaf litter. If Tenant's lawn, landscaping beds or driveway become unsightly or exhibit accumulation of dead materials or debris, Tenant will receive a "lot inspection" from PARKWOOD. In such notice, Tenant will be notified of the time in which said tasks must be accomplished. If Tenants do not accomplish said tasks in the time specified by the staff at PARKWOOD, Landlord may have such lawns mowed or trimmed, beds weeded, or unsightly materials or debris removed at the expense of the Tenant(s). Such expense shall be at management's cost, per incident plus \$25.00 administration fee. Failure to pay this payment is equivalent to failure to pay rent, which may result in eviction.
- (e) All irrigation shall be installed and maintained in accordance with the foregoing standards and such other minimum standards as are prescribed by PARKWOOD. Any inground irrigation systems must have a double check valve installed and provide annual evidence of passing inspection for its function.
- (f) No fence or barrier of any kind is to be placed in the front or in any such manner that would inhibit the views or convenience of surrounding homes. All fences, barriers, and the like, which includes tall and/or large shrubbery and bushes, shall not be taller than six (6) feet placed on Tenant's leased lot without the express written consent of the PARKWOOD Management.
- (g) Trees are to be maintained and kept up to the standards which are acceptable by PARKWOOD and its staff. This includes pruning trees. Tenants of PARKWOOD are responsible for the upkeep of all trees on their lot. This includes annual pruning. Tenants shall not plant any vegetation which is invasive or damaging to the community or tenant's infrastructure (ie. willows, bamboo, laurel etc). Management may require tenants to remove any such species at their sole discretion.

- (h) In the event that a tree or bush is found to affect the function of any utility line, roadway or common space Parkwood reserves the right to notify the Tenant prior to removing said tree or bush. No tree is to be removed from PARKWOOD without the express written consent of the PARKWOOD Manager. No tree is to be removed from PARKWOOD without the express written consent of PARKWOOD Manager.

## **2. REQUIREMENTS FOR HOME MODIFICATIONS OR ADDITIONS:**

- (a) Construction of all garages, carports, sheds, porches, decks, fences, awnings, and exterior alterations must have the prior written approval of PARKWOOD Management and any governmental agency, if applicable. Provisions of this paragraph apply to placement, design, materials, and external finishing of any such structures. (The same must be completed within sixty (60) days of commencement of construction).
- (b) ALL modifications must comply with applicable governmental code and/or HUD requirements. In particular, any Tenant intending to perform an installation or improvement must first obtain county, Labor & Industry and HUD permitting (if applicable) before commencing any repair, installation, addition, or modification to Tenant's home. These agencies shall be advised of a time frame to perform a final inspection and proof of a "signed off" final inspection must be provided to Management of PARKWOOD upon request. The appropriate governmental agency shall perform an inspection of any material alteration to a Tenant's home. Tenant shall also comply with all applicable setback requirements.
- (c) Electrical service and optional TV cable must be placed a minimum of twelve inches below grade from the power pedestal to the home and must meet all county code requirements; water lines must be placed twelve inches below grade from the provided water service riser to the home, and all exposed water lines must be adequately insulated, and heat tape installed to prevent freezing. Tenants shall annually inspect utility lines, vapor barriers and insulation under the home. In the event of freezing water service lines under the home and irrigation lines from the Community's service, Management must be immediately notified, and Tenant is responsible for the repair of said lines.
- (d) All garages and carports must have gutters and downspouts with rainwater directed into the perkable soil adjacent to the structure whenever possible. Water may be collected in sealed drums to discourage mosquito breeding. Drums must be stored in a manner which is not visible from the front of the house, nor may it impede in any way the views or comfort of any neighboring properties. Tenant shall be responsible for the periodic cleaning of the gutters and downspouts.
- (e) All driveways, garages and carport floors and walkways must be concrete, not asphalt; there shall be no placement of heat pumps or other mechanical equipment in the front yard of any space.
- (f) No television, CB or short-wave radio antennae or satellite dish may be erected outside the home without PARKWOOD Management approval. If such approved antenna or satellite dish causes problems or interference with other receptions within the park, it shall be removed within ten (10) days of request, but in any event, no such approval will be granted for placement in the front of Tenant's home.
- (g) Items may only be stored in a fully enclosed garage. There shall be no outside storage of any kind, unless the outside storage unit has been pre-approved, in writing by PARKWOOD Management.

- (h) In the event of construction by a contractor, such contractor must agree to furnish a notarized waiver of lien in favor of PARKWOOD prior to construction.

### **3. HOME AND LOT CARE REQUIREMENTS:**

- (a) Each Tenant shall at all times keep the lot and all improvements thereon in a safe, neat, uncluttered, and sanitary condition. Except for reasonable wear, each Tenant shall always preserve the manufactured home and all attachments placed on the lot, not only in as good a condition as they were upon initial installation, but in such improved condition as is possible by routine care, maintenance and upgrading. Each Tenant shall permit no waste, damage or injury to the premises and shall keep the lot space driveways, walkways, patios, decks, and home in good repair at all times. All maintenance, repairs, and improvements to Tenant's home, space, walkways, driveway, decks, and patios shall be at Tenant's sole cost and liability for risk of damage to other's property or injury to person. Any blowing of debris or vegetation onto the landlord's common area property (i.e., street, sidewalk, or green space) is prohibited. In the event Management must remove such debris, the cost to do so shall then be 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.
- (b) Lawns must be mowed weekly during the growing season and all lots must be continuously groomed to assure that weeds are removed.
- (c) Lots shall, at all times, be free of litter and debris and under no circumstances may appliances, upholstered furniture and/or equipment be kept outside the home. Leaf litter, pine needles and vegetation must be removed from lawns, driveways, flower beds beauty bark, low-maintenance installations, roofs, and the like in a timely manner. Such upkeep shall take place as needed.
- (d) Exterior finishes must be routinely cleaned, painted, or stained with a color or colors pre-approved by Management (in writing). Algae, moss, and any vegetation growth on the exterior surface of your home, garage or any structure must be removed regularly. Shrubs must be kept trimmed yearly or as suggested by Management in order to present a neat and tidy appearance; species of Tenant's vegetation which may interfere with the normal functioning of the utility systems are prohibited as they may cause damage to the water/ septic /electric systems.
- (e) Except as to point of "hook up", each Tenant shall be responsible for the upkeep, maintenance, and repair of all utility lines serving Tenant's home. Any damage to property or injury to a person caused by bursting, inappropriate or poorly maintained utility lines shall be the sole liability and responsibility of Tenant. 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. 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 Tenants 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 sewer drain line from the home to the hook-up to the main line going to the septic effluent processing area and drain field. Septic tanks are periodically inspected and are pumped by Management. If more frequent pumping is required because of excessive water use or other abuses discussed above, the cost for extra pumping

may be charged to the Tenant. Tenant shall indemnify PARKWOOD and hold PARKWOOD harmless against any third-party claims or demands, actions, or causes of action on account of damage to property or injury to person caused by Tenants' improvements, alterations, utilities, home, attachments, or structures.

- (f) Holiday decorations are to be removed 31 days from the date of the holiday or celebration.

#### **4. USE OF CLUB HOUSE AND COMMON FACILITIES:**

- (a) Subject to availability for private use, the PARKWOOD Clubhouse is for the exclusive use of PARKWOOD Tenants. PARKWOOD Management may, at any time, preempt such exclusive use and rent the Clubhouse for private use for purpose of a meeting, wedding, party, or the like. Private use by reservation may be made with PARKWOOD, and PARKWOOD reserves the right to restrict access and use of the Clubhouse by any and all Tenants and parties during these reservation periods. Reservation rules are listed on a separate reservation form to be completed at time of request.
- (b) A rental fee shall be charged based on the current schedule of fees and deposits available from the community office. Clubhouse users shall be responsible for promptly cleaning the Clubhouse after use and for replacing breakage and restoring damage. All other common facilities and amenities are for the exclusive use of PARKWOOD Tenants.
- (c) Smoking shall not be permitted in the Clubhouse or in any common areas.
- (d) All guests of PARKWOOD Tenants must be accompanied by their host or another Tenant of PARKWOOD. Tenants are responsible for the actions of their guests. Guests shall not create a nuisance (such as excessive noise, automotive speeding, or hazard of any kind) within the community.
- (e) Guests, including minors, are welcome at the Clubhouse if accompanied by a PARKWOOD Tenant who takes responsibility for their actions. The maximum number of guests permitted in the Clubhouse at any one time is four (4) guests, unless approved by Management.
- (f) Tenants of PARKWOOD must assure that the facilities which they use, and all parts thereof, shall be returned to a neat, clean, and orderly condition after each use.
- (g) The consumption of alcoholic beverages is prohibited in the Clubhouse and common areas.
- (h) All equipment, furniture, etc. must be returned to its original location following use; lights, fans, etc. are to be turned off when leaving rooms; kitchen facilities are to be left in a clean condition; any spill is to be cleaned up immediately.
- (i) Management shall have the right to restrict access to the Clubhouse to any Tenant or guest that is not abiding by the rules and regulations or to any person or persons who, in the opinion of Management, are abusing the Clubhouse facilities or creating unpleasant conditions for other Tenants of the Park.
- (j) Management shall have the right to determine the time of day and on what days the Clubhouse will be open for use by the Tenants.

## 5. VEHICLES AND PARKING:

- (a) The COMMUNITY has attempted to provide parking for two (2) vehicles per space. Parking for additional vehicles, if space is available without detriment to the yard, roadway, or utilities, may be made by special application to the MANAGEMENT. Maximum of 4 vehicles per driveway space. Permission may be granted at the discretion of the MANAGEMENT – BUT is not guaranteed AND may be revoked by MANAGEMENT for any reason consistent with the Rules. Vehicles may only be parked in their designated driveways.
- (b) No one is allowed to park on front/side or rear yards, lawns, swales, gravel, and green areas of lots or on undeveloped portions of any area of the Community, seeded area or patios. Vehicles parked in such a manner or unregistered, unkempt, or derelict vehicles, will be tagged and towed in 24 hours at the owner's expense. In addition, any environmental liability/fines incurred by the COMMUNITY because of Tenants and or their visitors parking on the lawn, main roadway, seeded areas, patios, or any other unauthorized parking area will be the responsibility of the Tenants.
- (c) Street parking is only acceptable during the day for Tenants of PARKWOOD. However, in any event street parking is not allowed, if at the sole discretion of Management, Tenant or their guests vehicle impede the passage of emergency vehicles. Please reference 'Exhibit A' for overflow parking map. No vehicles shall be left on a roadway overnight. If vehicles are left on the street overnight, they are subject to be towed at the owner's expense and/or a 20-day Rules Compliance Notice.
- (d) Automotive service and repair are prohibited at any residence except for emergency repair to start or move a vehicle. Tenants are responsible for general cleanup and damage to pavement and driveways due to dripping oil, gasoline, or other such fluids. No oil, fuel, antifreeze, or other such fluids shall be disposed of in any septic system, 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 an appropriate container.
- (e) Guest Vehicles: A Tenant whose guest violates the parking rules shall receive one notice requiring compliance within 24 hours. Failure to comply with such notice shall constitute authorization of PARKWOOD to tow the vehicle to a designated towing facility yard. Said towing, and any other charges will take place at the sole expense of the owner of said vehicle.
- (f) Tenant Vehicles: Management reserves the right to refuse entry to, or remove from the community, any motor vehicle that in Management's sole discretion should not be allowed in PARKWOOD. No more than two vehicles shall be regularly kept by the Tenant at Tenant's Lot. Inoperable vehicles or vehicles without current license plates shall not be allowed in the Park.
- (g) Towing: Any vehicle which is parked in violation of the Rules and Regulations of PARKWOOD, which is inoperable or abandoned shall be towed after advance notice. Any such towing is to take place at the Tenant's and/or vehicle owner's expenses. PARKWOOD and its staff are not responsible for any damage or loss taken place during or after such towing.

- (h) No person shall drive a motor vehicle within PARKWOOD at a speed greater than reasonable and prudent under the conditions and having regard to the actual and potential hazards. In every event speed shall be so controlled as may be necessary to avoid driving on a lawn or colliding with any standing improvement or with any person or vehicle lawfully on or entering any street and in compliance with the requirements of this rule and the duty of all persons to use ordinary care. Except when a special hazard exists that requires lower speed for compliance with the foregoing, or where PARKWOOD Management has posted a lower speed limit, no person shall drive a motor vehicle within PARKWOOD at a speed in excess of fifteen miles per hour. Consistent with the foregoing requirements, motor vehicle operators shall drive at an appropriate reduced speed when approaching an intersection, curve, cul-de-sac, or hill crest when in a cul-de-sac or going around a curve, and when a special hazard exists with respect to pedestrians or other traffic or by reason of weather or street conditions. Any Tenant observed violating the posted speed rules and/or failing to stop on three (3) separate occasions, shall be considered to have violated the terms and conditions of their lease and such breach is additional ground for termination of tenancy. The roadway is for vehicular traffic and pedestrian conveyance, NOT recreation and its use is at the Tenant's risk. The speed limit in PARKWOOD is 15MPH.
- (i) Motorcycles: Joy riding through PARKWOOD is prohibited. PARKWOOD reserves the right to refuse any motorcycle conveyance on its streets at its sole discretion based on appearance and noise level.
- (j) Except as inconsistent with Washington law, the provisions of Chapter 46.61 relating to the operation of motor vehicles and motorcycles shall apply all posted traffic control signs (e.g., Stop signs, No Parking signs, etc.) must be obeyed. The speed limit is 15 miles per hour in the Park. All applicable state rules of the road shall be obeyed.
- (k) Boats, trailers, and Recreational Vehicles ("RVs"): Tenant's boats and RVs shall not be stored at the residence except that an RV and Boat may be stored in Tenant's enclosed garage and not visible to any members of the PARKWOOD community or PARKWOOD Management. Boats and RVs may only be parked at a residence for the express purpose of loading and unloading only and for a period not to exceed 48 hours. Boats and RVs shall be kept in the RV storage lot at PARKWOOD (at additional expense) or at any storage facility outside PARKWOOD which Tenant elects.
- (l) Parking: As mentioned in paragraph (b), no vehicle may be left parked on the street overnight (except in designated parking areas). No vehicle may be parked in a designated area by visitors for a period exceeding seventy-two (72) hours in any thirty (30) day period.

## **6. GUESTS**

- (a) Tenants are responsible at all times for the behavior of their Guests and Visitors and shall inform them of the Rules and Regulations.

A GUEST is anyone who wishes to stay with the Tenant, is not listed on the tenant's rental agreement, that stays more than 15-days in a 60-day period.

A VISITOR is a person who wishes to stay with the Tenant, is not listed on the tenant's rental agreement, that stays with the tenant for 15-days or less during any 60-day period.

Prior to any GUEST arriving, the Tenant MUST notify MANAGEMENT. Guests must submit to criminal background check before visiting for over 15-days in a 60-day period. If the guest is expected to stay longer, they must do a full screening (at their own cost), and if qualifying as an occupant, a temporary occupancy agreement must be executed.

If the Guest does not qualify as an occupant, they will not be allowed to stay with the tenant, no exceptions. If at any time Guests do not abide by the COMMUNITY Rules and Regulations, the MANAGEMENT of the Community may ask them to leave as well as issue a Notice to Comply to the tenant. The tenant is responsible for the actions of their Guests and Visitors at all times.

Guests and Visitors are not permitted to bring pets into the park without prior permission from MANAGEMENT.

- (b) All guests, no matter what the length of time of such a guest visit, must comply with the Rules and Regulations of PARKWOOD. Any Tenant shall be held responsible for violation of Rules by their guests.

## **7. SALE AND TRANSFER:**

- (a) In accordance with RCW 59.20.073 any Tenant who sells a manufactured home within PARKWOOD shall notify Management of the intended sale and transfer of the rental agreement at least fifteen (15) days in advance of such intended transfer. If Management has the prospective Tenant's complete application, Management shall notify the prospective Tenant of its decision at least seven days in advance of such intended transfer. Management shall approve or disapprove the assignment of the rental agreement on the same basis that Management approves or disapproves of a new Tenant and any disapproval shall be in writing. Failure to notify Management of the intended sale and transfer may be grounds for disapproval of the prospective Tenant.

## **8. SIGNS, SOLICITATION AND COMMERCIAL ACTIVITY:**

- (a) Commercial signs and/or advertisement are prohibited upon the premises, except for one "For Sale" sign on the space. Tenant selling a home will be solely responsible for any infrastructure damage that may occur by erecting such signage. No Tenant shall display any other commercial signs in their yard. Approval or disapproval shall be at the sole discretion of PARKWOOD. No sign shall be placed on the Tenant's lot without written consent from Management.
- (b) No Tenant, temporary approved Tenant or guest shall solicit contributions, sales or services door-to-door within PARKWOOD nor advertise nor sell any merchandise or services within PARKWOOD,
- (c) Outside the hours of the Community-wide annual yard sale, no Tenant shall place furniture or other household items outside the home, driveway, or yard space with the intent to sell or give away such things
- (d) No Tenant may use the name "PARKWOOD" in any advertisements, sales literature, brochures, stationery, or placards nor may any Tenant incorporate the name PARKWOOD in the name of any business entity.



- (e) Homes at PARKWOOD may only be used as private residences. No commercial activity of any kind may be conducted on park property which utilizes any part of a residence as a business establishment or office. No baby-sitting or preschool activities are allowed. Auctions, or other types of public sales shall be strictly prohibited on PARKWOOD property or at a residence. PARKWOOD will annually host a Community-wide garage sale.
- (f) Vendor working hours are between 8am and 7pm, unless otherwise approved by Management.

#### **9. PETS:**

- (a) All Tenants owning pets on PARKWOOD property shall sign a "Pet Agreement" to be on file with Management.
- (b) Pets, which are noisy, unruly or the subject of continued complaints will either be disallowed entry or shall be demanded to be removed. In the event any Tenant receives notification that a pet must be removed from PARKWOOD property, such Tenant must do so within the specific time frame stated. No Wolf-crossbreeds, Pitbull, Chows, Dobermans, German Shepard, Akitas, Heelers, Cano Corso, Kuvasz, Presa Canaro or any other dangerous breeds, as determined by the staff at PARKWOOD are allowed as pets.
- (c) No residence may have in excess of two domestic dogs.
- (d) While outdoors, every dog and cat must at all times be leashed.
- (e) The owner is responsible for any damage caused by any pet that is permitted in the Clubhouse at PARKWOOD. If pet becomes a nuisance or annoyance to the staff or any of the Tenants at PARKWOOD, the staff at PARKWOOD has the right to ask the pet and their owner to vacate the premises and disallow the pet from returning to the Clubhouse. Any Tenant owning a pet must keep their lot space and any other location on PARKWOOD property, which the pet visits, free of all debris and feces, making prompt removal of same.
- (e) Under no circumstances shall any Tenant feed stray animals on park property. In the event a stray animal is evident on PARKWOOD property, the appropriate agency should be contacted for removal. No seed feeders are allowed and will be required to be removed. Other than hummingbird nectar feeders, outdoor feeding of birds and native animals is not permitted, as it is an attractant to unwanted vermin. In the event a Tenant is found to be feeding birds and/or other wildlife, and such feeding is found to bring about rats or other vermin, said Tenant shall be responsible for the cost of remediation and extermination of such pests.

#### **10. MAILBOXES:**

- (a) Every Tenant shall utilize the cluster mailbox facilities provided and shall not erect a separate mailbox. Each Tenant has been provided with a mailbox key; the cost for replacement lock and keys is twenty-five (\$25) Dollars.

#### **11. OWNER OCCUPANCY:**

- (a) All homes in PARKWOOD shall be owner occupied as the primary residence of the applicant for tenancy and approved Tenants ONLY. Subletting is strictly prohibited. Evidence of ownership must be shown at time of application or anytime thereafter as Legal or Registered Owner upon request.
- (b) Manufactured homes and/or leased space provided by the COMMUNITY may NOT be rented, loaned, sublet, or used for any purpose other than as a single-family residence. Tenants may not rent out rooms to their occupants or guests. Any use of the Tenant's space or manufactured home that violates local, state, or federal laws is prohibited and is cause for eviction from the COMMUNITY.

**12. RENTAL AGREEMENT:**

- (a) Any Tenant desiring not to renew his rental agreement shall notify Management in writing one month prior to expiration of the rental agreement. If the Tenant's employment requires a change in residence, the Tenant shall give Management thirty (30) days' notice of termination (or if any Tenant has reassignment orders from the armed forces). Should Notice by Tenant be sent to PARKWOOD, but the home remains sited on the lot, rent shall still be owed and paid by Tenant until the home is removed or sold.
- (b) All incoming Tenants shall be offered annual rental agreements. Tenants may enter month-to-month agreements at their election after making this request and sign a waiver of annual rental agreement.

**13. PAYMENT OF RENT ADDITIONAL CHARGES AND UTILITIES:**

- (a) Any Tenant not paying rent shall receive a written notice demanding all owed rent and other applicable charges or vacate. Failure to pay rent may result in termination of tenancy. Receipt of three or more notices to pay rent within a twelve-month period is an additional ground for termination of tenancy per Washington State Law.
- (b) If PARKWOOD accepts money from a Tenant which is less than the amount owed, such acceptance shall not be considered a satisfaction of the amount owed but will merely be applied toward the least recent amount due with the remaining balance due and owing until paid.
- (c) The tenant is directly responsible for paying water, septic, and billing charges monthly. Failure to pay for such utility shall constitute a default in payment of rent and shall be grounds for termination of tenancy for "non-payment of rent".
- (d) The payment of taxes imposed on a Manufactured Home by the County is an obligation of Tenant. Failure of any Tenant to timely pay personal property taxes shall be considered a default and PARKWOOD shall be entitled to terminate a Tenant's tenancy for failure to pay such taxes or, at its election, pay such taxes directly and charge back the cost of same to the non-paying Tenant as "additional rent". Tenant shall keep current the personal property taxes on the mobile/manufactured home and provide proof of payment to the Landlord upon request.
- (e) 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 twenty dollars (\$20.00) or the actual cost of the 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, unless the charges or any portion is waived by MANAGEMENT.

**14. TENANT RESPONSIBILITIES:**

**IN ACCORDANCE WITH RCW 59.20.140 IT SHALL BE THE OBLIGATION OF ALL TENANTS TO:**

- (a) Keep Tenant's home and lot space clean and sanitary.
- (b) Properly dispose of all rubbish, garbage and other organic or flammable waste in a clean and sanitary manner.
- (c) Not intentionally or negligently destroy, deface, damage, impair or remove any facilities, equipment, furniture, furnishings, fixtures, or appliances provided by the landlord or permit any member of Tenant's family, invitee or licensee or any person acting under his control to do so.

- (d) Disorderly conduct, abusive actions, language, or activities which unreasonably disturb or interfere with the Management and peaceful enjoyment of other Tenants, or which violate any governmental rule, statute, ordinance, or regulation shall not be permitted.

**15. LIEN HOLDER IDENTIFICATION AND SUPPLY OF INFORMATION:**

- (a) It shall be the obligation of any applicable Tenant to advise Management of the identity (by name, address, and telephone and loan account number) of any lien holder which has any security interest in the manufactured home of the Tenant no matter when such interest arises. It shall be the further obligation of the Tenant to advise Management any time the identity of the lien holder changes no later than thirty (30) days after the change date.
- (b) Tenants must carry Homeowner's Insurance and provide Landlord copy of binder.
- (c) It shall be the obligation of all Tenants to supply needed information to Management no later than ten (10) days of Management's request. "Needed information" shall be defined as information about the Tenant's home, automobile(s), emergency contacts, information about a Tenant's guests, verification of the age of all Tenants, the social security number of a Tenant and information respecting pets.

**16. WAIVER OF HOMESTEAD RIGHTS:**

- (a) In the event of default in rent by a Tenant, a Tenant may be requested to sign a waiver of homestead rights in exchange for PARKWOOD agreeing to forbear from instituting suit for termination of tenancy.

**17. DANGEROUS ACTS:**

- (a) It shall be the sole right of Management to ask anyone to leave PARKWOOD who, in the estimation of Management, is causing a threat to common property or a threat to injure any Tenant or guest.
- (b) It shall also be the sole right of Management to prohibit any acts of a Tenant, guest, or invitee that, in the estimation of Management, increases the danger of fire to a Tenant's home, any other residence, or the common facilities of PARKWOOD.

**18. ADDITIONAL GROUNDS FOR EVICTION:**

**THE FOLLOWING ARE ADDITIONAL GROUNDS FOR TERMINATION OF TENANCY:**

- (a) Conviction of a Tenant of a crime, the commission of which threatens the health, safety, or welfare of another Tenant. The making of a material misstatement in a Tenant's application for tenancy which induced PARKWOOD to authorize residency, discovered within one year.
- (b) The engaging in disorderly or substantially annoying conduct upon the park premises that results in destruction of the rights of others to peaceful enjoyment and use of the premises.
- (c) Any other lawful grounds for termination are set forth in Washington law.

**19. PROHIBITED CONDUCT:**

**THE FOLLOWING CONDUCT SHALL BE PROHIBITED BY ANYONE ON PARKWOOD PROPERTY:**

- (a) Fireworks, discharge of firearms, arrows, or brandishing weapons of any kind. Burning of any kind.
- (b) Dumping or disposing of lawn, landscaping, or yard debris over fences or onto greenbelt, graveled or paved road areas is strictly prohibited.

**20. ENTRANCE ON TO TENANT'S LOT SPACE AND HOME:**

- (a) PARKWOOD shall respect the privacy of all Tenants and shall not enter any Tenant home without the prior consent of such Tenant except in the case of an emergency (in the opinion of Management) or in the event a Tenant has abandoned his home. PARKWOOD is not liable for any damage caused upon entry if (in the opinion of Management) the Tenant or any occupants at the time of entry may be injured, in danger or need help of any kind. Per RCW 59.20.130, the ownership or Management shall have a right of entry upon the land upon which a mobile home, manufactured home, or park model is situated for maintenance of utilities, to insure compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and the rules of the park, and protection of the mobile home park at any reasonable time or in an emergency, but not in a manner or at a time which would interfere with the occupant's quiet enjoyment. The ownership or Management shall make a reasonable effort to notify the tenant of their intention of entry upon the land which a mobile home, manufactured home, or park model is located prior to entry.

**21. ABANDONMENT AND TERMINATION OF TENANCY:**

- (a) In the event any Tenant abandons a home on park property, which shall be defined as failing to pay rent and exhibiting no intention to reside therein, the Tenant shall remain responsible for rent until such time as the home is removed and shall further be responsible for the cost of removal of such home, including any attorney's fees and costs associated with the foreclosure of the landlord's lien to transfer title if such action is warranted under the circumstances.
- (b) In the event any Tenant's tenancy has been terminated by a court of law, it shall be the obligation of such terminated Tenant to forthwith remove the manufactured home off PARKWOOD property and to assure that the underlying lot space is returned to its "as was" condition prior to occupancy, unless such terminated Tenant has the written advance permission of PARKWOOD to keep such home on park property for the purpose of selling such home to an approved purchaser. Tenant shall be financially responsible for restoration of the vacant space in the event that in moving the home, damage was done to any utility lines or improvements to the lot.

**22. CARE GIVERS:**

- (a) Live-In Care Providers

Prior to allowing a Live-In Care Provider to move into Tenant's manufactured home, Tenant must provide Parkwood with the following:

- (A) State Identification that the care provider is over eighteen (18) years of age; (B) A copy of a letter from a medical provider which confirms that the Tenant is disabled as defined by law and requires an accommodation of the COMMUNITY's occupancy rules. The Live-In Care Provider must execute a Live-In Care Provider Agreement and must comply with (1) all COMMUNITY rules and regulations; (2) the terms of Tenant's rental agreement; and (3) the law. The Live-In Care Provider is not a tenant of the COMMUNITY and has no rights of tenancy and is not allowed to have pets accompanying them. The rental agreement is not affected by any agreement between Tenant and his/her Live-In Care Provider. Should the Tenant cease to require aid from a Live-In Care Provider, such provider must evacuate the premises upon notification.

**23. SHORT-TERM PET CARE**

- (a) SHORT TERM Pet Care Providers shall furnish the office with a copy of state identification and must sign a SHORT-TERM Pet Care Provider agreement. Such an agreement shall note the reason and length of stay. The SHORT-TERM Pet Care Provider is not a tenant of the COMMUNITY and has no rights of tenancy. The rental agreement is not affected by any agreement between Tenant and his/her SHORT-TERM Pet Care Provider. The SHORT-TERM Pet Care Provider must execute a SHORT-TERM Pet Care Provider Agreement and must comply with (1) all COMMUNITY rules and regulations; (2) the terms of Tenant's rental agreement. Tenants understand that they always bear sole responsibility for SHORT-TERM Pet Care Provider and their actions. Such provider(s) must evacuate the premises Upon expiration of the SHORT-TERM Pet Care Provider Agreement.

**24. TENANT'S ABSENCE FROM PARKWOOD:**

- (a) While on vacation or on an extended absence, Tenant shall notify Management of the Tenant's intended departure and return dates. Tenant shall be responsible for making arrangements to maintain the landscaping, for mail pick up or forwarding, for relocation of deliveries and any other requirements necessitated by Tenant's absence.

**25. WAIVER:**

- (a) Any waiver by Management or Management's failure to take action in connection with any provision of the rental agreement or these Rules and Regulations shall not be deemed a waiver of any such provision or any subsequent breach of any provision and the acceptance of rent thereafter shall not be deemed a waiver of any preceding breach by Tenant of any provision of the rental agreement or these Rules and Regulations regardless of Management's knowledge of such preceding breach at the time of accepting rent.
- (b) In the event any provisions of the rental agreement or these Rules and Regulations are determined to be illegal or invalid, the remaining rules shall be considered independent thereof and in full force and effect.

**26. CONSENT:**

- (a) Any "consent" by PARKWOOD shall be defined as consent evidenced by a writing which consent has been obtained by Tenant in advance of any intended action requiring the consent of PARKWOOD.

**27. PERFORMANCE BY MANAGEMENT:**

- (a) In the event Management determines that, after notice to a Tenant or violation of a rule and regulation or rental agreement which notice remains uncured after the declared time frame for "cure" has expired, AND has performed all mediation requirements under RCW 59.20.250, AND Management has provided Tenant with written cost estimate to cure said violation, Management may, in its sole discretion, cure said violation, and charge the violating Tenant for the cost of compliance; such cost shall be considered "additional rent" due and payable on the subsequent rental month.

**28. VIOLATION OF RULES:**

- (a) In accordance with Washington law, a substantial or repeated violation of the Rules and Regulations of PARKWOOD may be grounds for termination of tenancy. Management shall provide the violating Tenant with a notice to cease and desist the rule violation. If the Tenant does not cease and desist from violating the rule such Tenant shall be then sent a notice to mediate. Per Washington State Law, delivery of three or more twenty (20) day notices within any twelve-month period is an independent ground for termination of tenancy.

**29. AMENDMENT:**

- (a) The Rules and Regulations of PARKWOOD may be amended from time to time as determined by Management. PARKWOOD shall be entitled to amend its Rules and Regulations upon thirty (30) days written notice to all Tenants which may be delivered by U.S. mail and considered adequate delivery regardless of whether a Tenant actually receives such notice of amendment. Tenant will be provided with at least thirty day's written notice of new or amended rules and regulations. Tenant shall have three months to comply with changes or additions to the Community Rules and Regulations after the thirty-day notice period. After expiration of the three-month grace period, any violation of the new or amended Rules and Regulations subjects the Tenant to termination of the tenancy as authorized under RCW 59.20.080(1)(a).

**30. HEADINGS:**

- (a) The paragraph headings contained herein are inserted as a matter of convenience and for reference and do not define, limit, or describe the scope or intent of these Rules and Regulations or affect the terms or provisions thereof.
- (b) If applicable law (or change in applicable law) conflicts with any of these Rules and Regulations, the affected rule and/or regulation shall be automatically amended to conform with applicable law.

**31. ATTORNEY'S FEES:**

- (a) In the event Management is required to retain counsel to enforce any rule or regulation of PARKWOOD or to collect money owed, it shall be the obligation of Tenant to reimburse PARKWOOD for all such attorney's fees and related costs. In any actions arising out of this Rental Agreement, including eviction, the prevailing party shall be entitled to their reasonable attorney's fees and costs.

**32. ENTIRE AGREEMENT:**

- (a) Tenant agrees that these Rules and Regulations and the rental agreement and applicable Washington law contain the entire agreement between PARKWOOD and the Tenant relating to rental of lot space at PARKWOOD. All prior or contemporaneous negotiations, agreements and/or stipulations concerning any matter set forth herein is conclusively deemed superseded by these Rules and Regulations or by the rental agreement.
- (b) No servant, agent, or employee of PARKWOOD has any authority to make any representations or enter into any agreements inconsistent with these Rules and Regulations, Washington law, or the rental agreement. The rental agreement and these Rules and Regulations may be amended, however, by written agreement of the parties or in the manner as set forth herein.

**THE ABOVE CONSTITUTES THE RULES AND REGULATIONS OF  
PARKWOOD MANUFACTURED HOUSING COMMUNITY, LLC.**

**UPON PAYMENT OF MONTHLY RENT, TENANT ACKNOWLEDGES HAVING CAREFULLY READ AND UNDERSTOOD THESE RULES AND REGULATIONS AND RECEIVING A COPY OF THEM. TENANT FURTHER UNDERSTANDS THAT FAILURE TO ABIDE BY ANY OF THESE RULES AND REGULATIONS MAY RESULT IN LEGAL ACTION TO ENFORCE THEM. TENANTS CONTINUED RESIDENCY AND PAYMENT OF RENT ACKNOWLEDGES AND AFFIRMS TENANTS OBLIGATION TO ABIDE BY THESE RULES AND REGULATIONS ASAN ADDENDUM TO THE LEASE AGREEMENT.**