

**OLYMPIC VILLAGE SENIOR MANUFACTURED HOUSING COMMUNITY
AN AGE "55" SENIOR HOUSING COMMUNITY
PARK RULES AND REGULATIONS
EFFECTIVE DATE: JUNE 1, 2016**

SENIOR HOUSING COMMUNITY-AGES 55 OR OLDER: Lots 49, 51, 53, 55-68, & 101-108

ALL AGE HOUSING COMMUNITY: Lots 1-50, 52, 54, 100, 6064, & 6066

We welcome you to Olympic Village Senior Manufactured Housing Community. We, as Landlord, intend to maintain a clean, attractive, modern mobile/manufactured home community of which every tenant can be proud and in which everyone can live harmoniously in safety and comfort. Your compliance is requested in order to maintain high community standards.

Where the word Landlord is used it shall be defined as the park owner and/or resident manager. "Tenant" is construed to include the term resident and all signatories to the rental agreement, approved occupants and other legal residents of the manufactured home, and their authorized guests.

Where the words home or manufactured home are used it shall be defined so as to be inclusive of Park Model trailers. Park Model trailers are hereby described for our purposes as recreational vehicles used as someone's primary place of residence.

The following Park Rules and Regulations applies to all manufactured homes in our Community and are expressly made a part of the Rental and/or Lease Agreement between the Tenant and Landlord.

1. GENERAL:

- (a) RENTAL AGREEMENT REQUIRED BY STATE LAW: State law requires that a current in-force Rental/Lease Agreement be in effect at all times. Landlord requires that a current Rental/Lease Agreement together with Park Rules and Regulations be signed prior to the home moving into the park. Or for existing residents, that each resident is given at least 3 months prior written "legal" notice of these rules and regulations.
- (b) PARTIAL RENT PAYMENT DOES NOT CONSTITUTE A WAIVER: If Landlord accepts money from a tenant, which sum is less than the amount owed, such acceptance shall not be considered a satisfaction of the amount owed but will be merely applied toward the least recent amount due with the remaining balance due and owing until paid.
- (c) APPLICATION, GUESTS, UNAUTHORIZED OCCUPANT(S): Landlord will be notified immediately of any changes in occupancy. It is the Tenant's responsibility to maintain an accurate and up-to-date rental application and to obtain an initial screening on each and every person who shall, or who intends to occupy the home, prior to occupancy. Individuals previously evicted from subject property are specifically excluded from becoming tenants. Tenant agrees to provide Landlord with prior, written notification of matters such as ownership of the mobile home, vehicles, financing of the manufactured home, and such other information as may be necessary for Landlord to determine ownership issues.

A guest shall be defined as anyone staying less than 14-days in any 60-day period. The Tenant shall be responsible for registering their guest(s) and the vehicle(s) of their guests with Landlord, in writing, prior to any stay over two-days in any 60-day period. Once registered the Tenant's guest(s) then becomes an authorized guest(s) and may remain for a visit of less than 14-days. Guest(s) who stay less than two days in any 60-day period are considered authorized guest(s). If a Tenant fails to register their guest(s), in writing, with Landlord within the time limits set-forth above, the guest shall then be considered an unauthorized guest. Over-nighting is considered and counted as a day for these purposes. Any guest(s) residing with a Tenant more than 14-days in any 60-day period shall be considered an "unauthorized occupant(s)." Failure of Tenant to register their guest(s) in accordance with this paragraph shall result in the eviction of the Tenant.

Any person(s) staying longer than 15-days in any 60-day period must apply to become a Tenant. It is the responsibility of the contractual Tenant(s) to see that their unauthorized occupant(s) submit to the application process and have their application reviewed by Landlord. In no event will anyone be allowed on park property, who in Landlord's sole opinion represents a threat to the health, safety and well-being of other park Tenants and their authorized guests. There is a non-refundable fee associated with the application process which is paid by the applicant. Any person(s) or guest who has their application denied shall remove themselves from the premises immediately upon formal notification of rejection of their application for tenancy. Failure of an unauthorized occupant(s) to submit to the application process or remove themselves upon notification of a denial of their application shall result in the eviction of the Tenant and the unauthorized occupant(s).

(d) OCCUPANCY:

SPECIAL NOTE CONCERNING ON-SITE WASTE DISPOSAL: FOR PUBLIC HEALTH REASONS, ALL HOMES ARE LIMITED TO NOT MORE THAN ONE PERSON PER BEDROOM OR NOT MORE THAN A TOTAL OF 6 PERSONS PER SEPTIC TANK AND DRAIN FIELD. A TYPICAL SEPTIC TANK/DRAIN FIELD SERVES TWO HOMES.

The mobile home may not be rented, leased, leased with an option to purchase, sublet, or loaned to any other person or persons other than those granted occupancy in the original application for tenancy. House-sitting is prohibited without the express written consent of Landlord. All homes

must be owner occupied, except for park owned manufactured housing. In such event Landlord may elect to rent or lease the home to a non-owner occupant. Evidence of ownership must be tendered to Landlord simultaneous with application. If a Tenant is already in the park and Landlord requires proof of ownership, such Tenant must produce proof of ownership within five (5) days of demand.

(e) SALE AND TRANSFER OF MOBILE/MANUFACTURED HOME:

SPECIAL NOTE CONCERNING ON-SITE WASTE DISPOSAL: FOR PUBLIC HEALTH REASONS, ALL HOMES ARE LIMITED TO NOT MORE THAN ONE PERSON PER BEDROOM OR NOT MORE THAN A TOTAL OF 6 PERSONS PER SEPTIC TANK AND DRAIN FIELD. A TYPICAL SEPTIC TANK/DRAIN FIELD SERVES TWO HOMES.

In accordance with **RCW 59-20-073** any tenant who sells a mobile home within this park shall notify Landlord in writing of the intended sale and transfer of the rental agreement at least fifteen days in advance of such intended transfer. Landlord will notify the selling tenant in writing of a refusal to permit transfer of the rental agreement at least seven days in advance of such intended transfer. Landlord shall approve or disapprove the assignment of the rental agreement on the same basis that Landlord approves or disapproves of a new tenant and any disapproval shall be in writing. Failure to notify Landlord of the intended sale and transfer may be grounds for disapproval of the prospective tenant.

All sales and transfers of title to mobile/manufactured homes within the park are subject to the then "in force" Washington State Landlord Tenant laws governing mobile home parks and their Landlord.

It shall be the obligation of Tenant to notify any prospective purchaser of the obligation to be screened and approved prior to occupancy. All prospective tenants shall be required to submit to a tenant review and screening process. A written application shall be fully and truthfully completed by the prospective tenant(s) and a non-refundable tenant-screening fee paid to Landlord at the time of application.

The selling tenant is responsible for the space rent until such time as the new tenant has made formal application for tenancy, received the written approval of Landlord, fully executed all pertinent documents in a manner satisfactory to Landlord, tendered said documents to Landlord, and if applicable paid or transferred any current rent and/or deposit and the home has been occupied.

If at time of sale the home or the lot is not currently in compliance with existing park rules and regulations Landlord shall require that the home or the lot be brought into conformity prior to closing by Tenant.

Signs are not allowed on the mobile home lot or in park common areas. One for sale sign located in a window of the mobile home is permitted, provided that it appear neat in appearance, (as determined by Landlord) and shall not have dimensions larger than 24" x 24".

2. UTILITIES, MINIMUM REQUIREMENTS:

New homes moved into the park as well as existing homes must be properly connected to the sewer/septic, water, television cable, and electrical lines. New homes may not be placed over drain field areas or septic tanks, nor shall they be installed as to limit access to septic tanks. New installations (whether it be a new mobile home sited on the property or an existing home) are the responsibility of the incoming/existing tenant and are to be made in accordance with applicable codes, regulations, or ordinances in effect at the time of the installation. All new mobile homes placed on the property shall be finalized by the lead agency and a copy of the finalized permit shall be provided to Landlord prior to occupancy of the mobile home. No tenant, vendor, guest or subcontractor shall dig or drive objections into the surface of the land without first locating the utilities and then having obtained the written consent of Landlord.

Each mobile home space is assigned a lot number and/or separate address by Landlord. The Landlord will install individual reflective lot numbering signs and or separate address signs at each lot.

(a) SEPTIC: All lots at Olympic Village are served by on-site waste disposal systems. Garbage disposals are expressly prohibited. All waste connections shall be of ABS rigid pipe with airtight seals or better. Tenant is required to install a clean-out at the mobile home as a condition of new mobile home installation.

SPECIAL NOTE CONCERNING ON-SITE WASTE DISPOSAL: FOR PUBLIC HEALTH REASONS, ALL HOMES ARE LIMITED TO NOT MORE THAN ONE PERSON PER BEDROOM OR NOT MORE THAN A TOTAL OF 6 PERSONS PER SEPTIC TANK AND DRAIN FIELD. A TYPICAL SEPTIC TANK/DRAIN FIELD SERVES TWO HOMES.

(b) WATER: Water is provided to each resident by the PUD. Each residence is required to maintain the water line between their individual PUD meter and the manufactured home. Management recommends that all connections between the mobile home and the water meter serving the mobile home shall be constructed of pvc plastic pipe or minimum 160 psi polyethylene pipe. All exposed water lines under the mobile home should be insulated or wrapped with heat tape.

(c) ANTI-SYPHON/CHECK VALVE: An anti-siphon and/or check valve to prevent the possibility of water improperly draining from the mobile home is recommended to be installed and maintained in working order at all times between the PUD's water service and the mobile home's service.

- (d) GARBAGE/TRASH DISPOSAL: Garbage and trash disposal are the responsibility of the Tenant. It will be up to Tenant to establish garbage service with a local garbage/trash vendor. All garbage must be stored in enclosed, covered cans until proper disposal. Appliances, household furniture, and mattresses must be taken off site to be disposed.
- (e) LAWN CLIPPING AND TREE TRIMMINGS: Must be disposed of at a local recycling center. No on or off-site yard clippings or tree trimmings are allowed to be deposited on park property, unless a management designated site so exists.
- (f) ELECTRICAL: All new Electrical hook-ups must be formally permitted, inspected and approved by the appropriate Agency as a condition of occupancy. The tenant is responsible for maintaining continuous electrical service to the mobile home. The landlord is responsible for maintaining the park-owned electrical meter pedestal and its associated meter service box. No extension cords (except in cases of Park Model Homes) are to be extended from the home for a period exceeding two hours in any 24-hour period.
- (g) TV CABLE, TV ANTENNAS, TV DISHES, MISC: It is the responsibility of the Tenant to arrange for hook-up. Responsibility for payment is that of the Tenant's. Esthetically appealing (in Landlord's sole opinion) outside radio or television antennas, dishes, or CB base stations are allowed, with the prior written consent of Landlord.

3. MOBILE HOME SET-UP:

Permits shall be obtained from the lead agencies where necessary. We require that all homes be skirted with approved materials (check with management for a list of approve materials prior to installation). We allow not more than 30 days for set-up and skirting installation, unless the mobile home is being stored on the lot awaiting its permit. We allow not more than 60 days for installation of all decks, stairs, rails, porches, etc. Approved materials for deck, steps and porches is sunwood, pressure treated, or composite materials. Final inspections, if required, must be performed and a copy of the signed, approved permit must be delivered to management not more than 90 days after arrival of the home.

4. MOBILE HOME AND LOT APPEARANCE, MINIMUM ALLOWABLE STANDARDS:

Tenants shall maintain their lot and manufactured home in a clean and attractive manner, free of clutter and debris including front, side and back yards. All building materials, indoor furniture, vehicle/vessel parts, trash, appliances, bagged and unbagged garbage, debris, boxes, tires, barrels, brooms, tools, ladders, hoses, bikes, and other children's toys and any other miscellaneous items that make the lot unsightly (as determined solely by Landlord) shall be removed from the property or stored in the tenant's storage building, placed under the home inside the skirting, or moved to a mini-storage facility. Firewood may be neatly stacked and stored outside, provided that, it is kept out of sight of the street. We do not allow tarps. No outdoor trampolines or swimming pools unless removed nightly and used under adult supervision will be permitted.

No construction, modification, improvement (including painting or staining) or addition to any part of the lot or manufactured home, patio, deck, stair, awning, carport, storage building, structure, fence, sidewalk, driveway, excavation, or construction of any kind shall be permitted without having first submitted a detailed written plan to Landlord. Landlord requires written pre-approval prior to commencement of any alterations, installation, additions or construction to any manufactured home or lot. If Landlord approval is secured by Tenant, it must be in writing, and all authorized projects shall be completed, including painting or staining in an approved complimentary color, promptly, and in a neat and workmanlike manner. In landlord's sole discretion, the manufactured home and lot shall present an attractive and eye-pleasing appearance at all times and shall not be permitted to become unsightly (i.e., in need of painting, cleaning or repair).

Siding: Painted areas of the home, garage, carport or accessory structures shall not be allowed to rot, peel, rust, discolor or become weathered and shall be repainted on a regular basis. Generally speaking, wood frame manufactured homes will need to be repainted every 5-6 years. Metal sided homes will need to be pressure-washed and waxed to prevent accumulation of mold or staining. Additionally, metal sided homes will occasionally need to be re-screwed with stainless steel screws if the existing metal screws have become rusted. Only original factory siding will be approved by Landlord. Any damaged portions of the home and/or accessory structures shall be promptly repaired. Damaged wood siding shall be promptly replaced with materials resembling original factory siding and restored to match the existing siding. The resident so as to discourage staining of the home must trim trees and shrubs. **Landlord reserves the right to reject any paint color if not pre-approved in writing before its application.**

New Storage Buildings: Only Landlord approved factory-built storage buildings are allowed. Please see Landlord for details. Purchase and placement of any storage building on Tenant's lot requires the prior written authorization of Landlord. Metal or plastic storage buildings are not permitted. Greenhouses and vegetable gardens are not permitted without the express written consent of Landlord.

Garages/Carports/Awnings & Existing Storage Buildings: There are no park owned carports or garages on subject property. It is the responsibility of each resident to maintain their individual carport, awning and storage building (if one so exists). Only Landlord approved carports and awnings will be allowed to be constructed. Tenant shall submit plans and secure Landlord's written approval prior to commencement of any construction. The carport is for parking of vehicles only. It is not a storage area. Boats, trailers, RVs, and utility trailers may not be parked or stored in the carport, driveway or anywhere on the lot, unless pre-approved by Landlord in writing. If storage arrangements cannot be made with Landlord, they must be stored off-site.

Fences: The only tenant fencing which will be allowed after the effective date of this Agreement is fencing that is used in conjunction with a landscape scheme and has been approved in-writing by Landlord.

Roof: Roofs of the home or accessory structures shall be kept free of moss and fungus and shall not become unsightly due to rust or discoloration. Prohibited roofing materials are metal (except factory metal on existing older mobile homes) or fiberglass sheet roofing and plastic or canvas materials such as tarps or visqueen.

Automobile Parking Area/Driveways: Parking is not allowed on grass or in flowerbeds. Street parking is generally not allowed unless except in temporary situations such as special family events such as holidays and birthdays so long as such parking is not continuous or repetitive in nature. If a tenant requests additional parking aside from the homes paved driveway it must be in accordance with the following minimum standards. The parking area should be constructed such that (in Landlord's sole judgment) an adequate area remains for landscaping of the home. The additional parking area shall be constructed to accommodate a total of not more than the one of the maximum permitted two- (2) vehicle limit. A border consisting of 2" x 4" pressure treated lumber, installed level, with not more than of the 1" of the 4" dimension appearing above ground level. The parking area shall consist of 5/8 minus crushed rock. The highest point of the graveled area shall be at least 1.5 inches below the level of the asphalt roadway, so as to prevent gravel from collecting onto the park roadways. Grass and weeds shall not be allowed to grow in the driveway area. Caseron granules should be applied to the graveled driveway at least twice per year to ensure against weed growth.

Landscaping: All rented or leased mobile home pads shall be landscaped in accordance with the following specifications. In each instance a landscape design shall be submitted and approved by Landlord prior to commencement of any construction. For homes moving into the park landscaping is to be completed within 90 days of occupancy. Landlord will grant written extensions of time if weather conditions are severe. Used materials, (such as rubber tires, wood cable reels, toilets, old wheelbarrows, plastic buckets, etc.) may not be used in the landscaping scheme, unless first approved in writing by Landlord.

Rot-resistant borders required: Landlord requires that a rot-resistant border be established between all lawn areas, flowerbeds, and parking areas. Landlord will not approve lumber used for borders that is not treated against rot. Pressure treated, sunwood, railroad ties or wolmanized wood (such as 2"x4" or 2"x6" work great) forms an excellent rot-resistant border between these areas and defines the flower garden from the lawn and provides a border when weed-eating or trimming your lawn. An area at least 24" inches from the manufactured home skirting must be in bark, decorative rock or washed round rock, or native soil. This area must be complete with flowers and/or shrubs and must be bordered opposite the mobile home with the aforementioned rot-resistant border. It should be noted that beauty bark, while acceptable in all flower garden areas, is initially inexpensive and easy to apply however, it does require annual refreshing. We discourage the use of cherry tone timbers because they require annual re-staining and are not rot-resistant.

Lawns: Lawnmowers that do not have grass collection devices are permitted if they are mulching mowers. If no grass collection or mulching is provided by the mower Landlord requires that grass clippings be raked after mowing. Lawns must be edged and trimmed and should be mowed at least twice monthly during the growing season. The lawn area should be kept free of noxious and broadleaf weeds.

Flowerbeds: Beauty bark, decorative rock, washed round rock, or native soil is acceptable in all flowerbeds. Decorative trees shrubs and flowers should be planted in the flowerbeds. Caseron granules should be applied to these areas at least twice per year. Caseron will not harm the shrubs or trees and while Caseron will not kill existing weeds it will prevent new weed growth for up to six (6) months. Existing weeds can be killed by an application of Roundup or equivalent. Broadleaf weeds can be killed with an application of Crossbow or equivalent. Landlord will allow tenants to have small garden areas provided they are largely out-of-sight of park roadways.

If yard maintenance including, but not limited to, unkept lawns, trees, shrubs, beauty bark, weeding, watering, grass mowing, raking, trimming, edging, cleaning, is not, or has not been performed by the owner of the manufactured home on a regular and/or timely basis and if the Tenant has ignored Landlord's verbal and/or written requests to correct the infraction(s). Landlord, in its sole discretion, and with prior written notice to the tenant may perform the work or cause the same to be performed and may charge the tenant in accordance with the Month-to-Month or One Year Lease Agreement.

5. PETS:

A pet shall be defined as a domestic animal kept for pleasure. No farm animals (for example: chickens, goats, llamas, cows, pigs) are allowed. All Pets must be registered with Landlord.

To register your existing dog(s) you must submit a statement documenting the animal's weight, breed and date you acquired the pet. Registered existing dogs (i.e., dogs formally approved by Landlord that are not in conflict with existing rules and that do not pose a perceived or real threat to the health or safety of other residents as determined solely by Landlord) will be allowed to remain as indoor only pets subject to the following provisions: **a limit of ONE DOG per household OR two dogs per household if the combined total weight of both dogs is not in excess of 50 pounds.** To register your existing cat(s) you must also submit documentation and the date which you acquired the pet.

Registered pets must meet certain minimum requirements:

- (a) Be in the owner's home except when being walked by the owner.
- (b) Dogs must be on a leash not to exceed ten (10) feet when being walked and never be allowed to run "at-large."

- (c) Under no circumstance will a pet be allowed to be chained or tied to any part of the manufactured home or lot, deck, park improvement, or fixed object, nor shall a pet be confined in any manner outside of the manufactured home.
- (d) If the house pet is being walked the owner shall have on his or her possession a "pooper scooper" and plastic bag. Any pet waste deposited on the grounds shall be cleaned up at once.
- (e) No excessive barking. Pet shall not create a nuisance by reason of noise or unruly behavior.
- (f) Tenant must meet all in force laws, ordinances, and licensing requirements.
- (g) The park reserves the right at all times to require the immediate removal of any pet which shows it has the temperament to cause harm to others. Actual harm to others is not required prior to demand that the pet be removed from park property. "Immediate removal" shall be defined as forty-eight (48) hours from notification.
- (h) The park also reserves the right to refuse entry to any prospective pet that is of a breed, which has a history of bad temperament even if the prospective pet shows no evidence of such temperament. Under no circumstances will pit bulls (or any mix of dog including pit bull) be allowed to reside in the park.
- (i) Outdoor feeding of stray or wild animals (including cats) is expressly prohibited.

6. CONDUCT OF TENANTS & AUTHORIZED GUESTS:

While this is an Age 55 Community we understand that family and friends often visit with our residents. Residents and/or their guests shall not trespass in the yards of other tenants. Tenants shall be responsible for supervising their guests at all times. No tenant or guest shall play in roadways. Tenants will be fully responsible and accountable for the acts of their guests while in tenant's care.

Quiet hours shall be observed between 10:00 PM and 8:00 AM.

7. ACTIVITIES/LAW:

The park is a closed residential community for the enjoyment of the tenants and their guests. Federal, state and local laws and regulations shall be adhered to by residents and guests. Activities that violate any governmental statute, ordinance, regulation or rule shall not be permitted. Activities, which unreasonably disturb or interfere with the peaceful enjoyment or the life-safety of any resident, shall not be permitted. No commercial business shall be conducted in the park. No fee baby-sitting, house-sitting, auction, moving, businesses, or garage sales shall be permitted. Any tenant or guest shall cause no excessive noise or commotion. Disturbing noises are not permitted at any time and quiet hours shall be observed between 10:00 PM and 8:00 AM. Noise from within the home or lot must not be audible outside the boundaries of your lot.

Fireworks may not be ignited on the premises.

The owner has no responsibility for fires, accidents or other mishaps occurring on lots, roads, rivers, surface water retention ponds or rivers. Residents assume responsibility and liability for any misuse or damage to any common facilities, roadway or other common area within the park when used by their dependents, and guests.

It shall be the sole right of Landlord to ask anyone to leave the park premises who, in the estimation of Landlord, is causing a threat to the welfare of other residents. Additionally, it shall be the sole right of Landlord to prohibit any acts of a tenant, guest or invitee that, in the estimation of Landlord, increases the danger of fire to the tenant's home, any other residence in the park or any common facilities located in the park.

In accordance with RCW 59.20.080, additional grounds for termination of tenancy include but are not limited to:

- (a) Substantial violation, or repeated or periodic violations, of an enforceable rule of the mobile home park as established by the landlord; and
- (b) Nonpayment of rent or other charges specified in the Rental Agreement; and
- (c) Conviction of the tenant of a crime, commission of which threatens the health, safety, or welfare of the other mobile home park tenants; and
- (f) Engaging in "Criminal Activity" as defined in RCW 59.20.080 (f); and
- (h) If the landlord serves a tenant three fifteen-day notices within a twelve-month period to comply or vacate for failure to comply with the material terms of the Rental Agreement or an enforceable park rule; and
- (j) The tenant engages in disorderly or substantially annoying conduct upon the park premises that results in the destruction of the rights of others to peaceful enjoyment and use of the premises.

To view subsections (d), (e), (g), (i), (k), (l), and (m) of RCW 59.20.080, please visit <http://apps.leg.wa.gov/rcw/default.aspx?cite=59.20.080>.

If any changes in applicable laws conflicts with any of the Rules and Regulations of the park, then the rule or regulation shall be automatically amended to conform.

ATTORNEY FEES: In the event Landlord is required to retain counsel to enforce any rule or regulation of the park or to collect monies owed then in such event it shall be the obligation of the tenant to pay all attorney's fees incurred by Landlord as the result of such enforcement or collection action.

WAIVER: Any waiver by Landlord or Landlord'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 such 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 Landlord's knowledge of such preceding breach at the time of accepting rent. In the event any provision of the Rental Agreement or these Rules and Regulations shall be determined to be invalid or unenforceable, the remainder of the Rental Agreement or these Rules and Regulations shall continue in full force and effect.

WAIVER OF HOMESTEAD RIGHTS: In the event of a default in rent by any tenant, the park may, at its election and pursuant to RCW 59.20.060(2) (g) request that the violating tenant and spouse execute a written waiver of homestead rights in consideration of Landlord agreeing not to terminate the tenancy for a period of time specified in the waiver.

CHANGE IN LAW: If any changes in applicable laws conflicts with any of the rules and regulations of the park then the rule or regulation shall be automatically amended to conform.

8. **VEHICLES:**

The posted speed limit for all vehicular traffic within the park is 15 miles per hour and is posted. There is a maximum allowable TWO (2) Tenant-owned passenger vehicles per lot. Landlord reserves the right to issue additional parking permit decals on a case by case basis, whenever in Landlord's opinion there exists ample off street additional parking areas, or other reasonable accommodation has been made between Landlord and Tenant. Parking permit decals will be issued to each resident upon proof of vehicle ownership. Only Tenant owned operable and legally licensed passenger vehicles will be granted permit decals. Once the Tenant provides Landlord with proof of ownership (this should be done in cooperation with management) Landlord will provide the necessary parking permit sticker(s). Each authorized passenger vehicle must possess a valid parking permit as issued by Landlord. Parking permit decals will be denied in the following instances: storage of vehicles, or vehicles deemed as unsightly by Landlord. Parking permits and permission to park a Tenant owned vehicle may be revoked in instances wherein a vehicle has become damaged, inoperable or failed to be maintained, or deemed unsightly by Landlord. It is the tenant's responsibility to show proof of ownership of the vehicle to Landlord as a condition of permit issuance. If a tenant has a guest or approved caregiver with a vehicle as defined in accordance with this Agreement they shall so notify Landlord in writing and Landlord will make reasonable accommodation. Vehicles not displaying parking decals may be towed from the premises at the vehicle owner's sole expense after the Landlord has given statutory tow notice. If a vehicle is not in regular operating condition or is in inoperable condition, or unsightly, or loud, as determined solely by Landlord it is to be taken elsewhere for storage or parked offsite. Failure to do so may result in towing at Tenant's expense, after statutory notice has been given. Tenant parking is allowed only in the Tenant's designated driveway, or in an approved conforming additional graveled parking area. All motorized vehicles operated within the park must have a current, valid license and the operator must have a current and appropriate license or permit to operate the vehicle and be able to provide proof of current and appropriate insurance. The parking permit decal must be displayed in plain view on the permitted vehicle. The parking decals are designed so that they may be easily applied and removed.

9. **TOWING/PRIVATE IMPOUND:**

Vehicles and/or vessels may be towed in accordance with RCW 46.55 at sole expense of Tenant and/or Registered Owner if illegally parked or in violation for one or more of the following reasons:

- a) Parked in a HANDICAPPED SPACE
- b) Invalid, Expired or Missing A PARK MANAGER, LLC Parking Permit
- c) Parked in a NO PARKING ZONE
- d) Parked in a FIRE LANE
- e) Unauthorized Parking in a RESERVED PARKING AREA
- f) BLOCKING ENTRANCE to Building or Driveway (a Fire Department Regulation)
- g) IMPROPERLY Parked as described on a 24-Hour Tow Notice Warning Sticker
- h) Vehicle NOT IN ACCEPTABLE CONDITION as described on a 24-Hour Tow Notice Warning Sticker
- i) Any other reason as described on a 24-Hour Tow Notice Warning Sticker

If a vehicle and/or vessel is in violation of one or more of the preceding reasons, Notice will be given to the Tenant and/or Owner of which such vehicle/vessel is registered to. If no action is taken to remove the vehicle and/or vessel, or bring it into compliance with aforementioned requirements, a 24-Hour Tow Notice will be posted on the vehicle and/or vessel. The Tow Notice will include the date and time issued and the date and time vehicle and/or vessel may be towed if not brought into compliance with Park Rules and Regulations. All fees incurred from the tow and/or impound of a vehicle are the sole responsibility of the Registered Owner. The towing company used will be All City Autobody and Towing. The towing advisory signs posted in the park display their contact information.

10. **DEPARTURE:**

The tenant hereby agrees to inform Landlord in writing thirty (30) days written notice prior to expiration of tenant's tenancy (unless Tenant has a statutory exemption thereby allowing Tenant shorter notice), of their intent to vacate or not to renew their rental/lease agreement, and failure to give such notice forfeits any deposit and shall result in liability for accrued rent if the lot is not re-rented.

The tenant also agrees to remove any debris, clean up, and rake out the vacant lot after their manufactured home has vacated within forty-eight (48) hours of vacating, otherwise Landlord, after a written and/or verbal notice shall perform the work, at the hourly rates quoted herein.

Departing tenants, whether merely from the manufactured home itself or if moving the manufactured home from the park must prepare and submit proper forwarding address forms to the local United States Post Office and to the Park.

Manufactured homes may not be removed from the park for which rent, charges or fees are owed the park by the tenant.

11. ABANDONMENT:

In the event any tenant abandons his home on park property, which shall be defined as failing to pay rent and indicating no intention to reside in such home, the tenant shall remain responsible for rent until such time as the home is removed and shall be further responsible for the costs of removal including the attorneys' fees and expenses associated with foreclosure of the landlord's lien to transfer title if such action is warranted under the circumstances.

12. CAREGIVERS:

If a person moves on to park property as a live in care provider, such person must first contact Landlord prior to residing with a park resident and provide to Landlord proof that such person is a care provider in strict accordance with the definition of "live in care provider" set forth in RCW 59.20.145. If Landlord is satisfied that such person meets the requirements, it will be evidenced by execution of a LIVE-IN CARE PROVIDER AGREEMENT and the person will be allowed to reside with the applicable resident provided that such person will provide the services defined by the resident's physician. The "live in care provider" shall not be considered a tenant but must comply with the Rules and Regulations of the park. If the applicable resident dies or no longer needs the services of the care provider, the care provider must forthwith vacate park property. Landlord may also, at its sole election, determine that the care provider is deleterious to the welfare of the applicable resident and challenge the right of the care provider to remain in occupancy with the resident by contacting the resident's physician, social services or any other agency or relative responsible for the welfare of the applicable resident.

If a person moves on to park property for the purpose of providing "accommodation" to a resident, such person must first contact Landlord prior to residing with a park resident. Landlord reserves the right to be shown proof that such accommodation is required including, but not limited to, a statement by the park resident of need for accommodation and reason that such person can accommodate the resident's need(s). Landlord may, in its sole election, determine whether such person is actually providing accommodation to the applicable resident and challenge the right of such person to remain in occupancy with the resident by contacting the resident's physician, social services or any other agency or relative responsible for the welfare of the resident.

Any person who is providing care to a tenant under the orders of a physician shall not be considered a tenant but shall be required to execute a LIVE-IN CARE PROVIDER AGREEMENT and will be required to follow Park Rules and Regulations. LIVE-IN CARE PROVIDER AGREEMENT forms are available from Landlord upon request.

13. SERVICE-COMPANION ANIMALS:

A service animal is defined as follows: An animal that is trained for the purpose of assisting or accommodating a disabled person's sensory, mental, or physical disability. Tenants are allowed to have a service animal if they qualify but shall be required to execute a SERVICE/COMPANION ANIMAL AGREEMENT. SERVICE/COMPANION ANIMAL AGREEMENT forms are available from Landlord upon request.

Service-Companion Animals must follow these guidelines:

- (a) Be in the owner's home except when accompanied outdoors by the owner or when following the procedures of its training.
- (b) Animal must don appropriate attire when outside the owner's home including any required vest, harness, or tag.
- (c) Leashes are not to exceed ten (10) feet and animal is never allowed to run "at-large."
- (d) Under no circumstance will an animal be allowed to be chained or tied to any part of the manufactured home or lot, deck, park improvement, or fixed object, nor shall an animal be confined in any manner outside of the manufactured home.
- (e) If the animal is being walked the owner shall have on his or her possession a "pooper scooper" and/or plastic bag. Any waste deposited on the grounds shall be cleaned up at once.
- (f) No excessive barking or other sound effects. Animal shall not create a nuisance by reason of noise or unruly behavior.
- (g) Tenant must meet all in force laws, ordinances, and licensing requirements for the animal.

The park reserves the right at all times to require the immediate removal of any animal which shows it has the temperament to cause harm to others. "Immediate removal" shall be defined as forty-eight (48) hours from notification.

14. FAIR HOUSING PRACTICES/REASONABLE ACCOMODATION:

Olympic Village Senior Housing Community has restrictive policies, implied and written, which bar residency on the basis of age. This is an "Age 55" community. There are no restrictive covenants concerning race, religion, sex, or disability. Requisites for residency are outlined in the Screening Criteria and the Rental Agreement and these Rules and Regulations and are in compliance with local, state and Federal laws.

Pursuant to Federal Fair Housing Laws, Landlord is required to make reasonable accommodations in order to give a disabled person an equal opportunity to use and enjoy the housing. Landlord is not required to approve accommodations that are a matter of convenience or preference only, and is not in the practice of doing so. Under Federal Law, a person is defined as handicapped or disabled if they suffer from “a physical or mental impairment which substantially limits one or more major life activities,” or if they have a “record of such impairment,” or are “regarded as having such an impairment.” This definition does not include illegal use of controlled substances.

To request reasonable accommodation, Tenant must contact Landlord and establish the need for reasonable accommodation by having a disability and stating the relationship between the requested accommodation and the disability.

15. ENTIRE AGREEMENT:

Tenant agrees that these **Rules and Regulations** and the Rental Agreement contain the entire agreement between the parties relating to rental of space at **OLYMPIC VILLAGE SENIOR HOUSING COMMUNITY**. All prior negotiations and stipulations concerning this matter which preceded or accompanied the execution hereof are conclusively deemed to be superseded hereby. No servant, agent or employee of the park has any authority to make any representations or enter into any agreements in any way inconsistent or in conflict with the Rental Agreement or these Rules and Regulations. The Rental Agreement and these Rules and Regulations may be altered however by written agreement of the parties or by operation of law.