

ACRES ESTATES

COMMUNITY RULES

Effective January 1, 2018

In a continuing effort to maintain a superior Community, the purpose of these rules is to promote the convenience, health, safety and welfare of our Tenants and protect and preserve the Community. The Community has been developed with your comfort and enjoyment in mind. We know you will take pride in your mobile/manufactured home and help in maintaining a Community that you are proud to call home. The following rules are part of your lot rental agreement. The rules shall apply to all Tenants, occupants and guests. Please read the rules carefully and keep them on file, as they constitute a binding agreement between you the Tenant and the Landlord.

I. MOBILE/MANUFACTURED HOME LOT STANDARDS:

1. All lots are restricted to residential use. There shall be no more than one mobile/manufactured home erected, altered, placed or permitted to remain on any Lot. Manufactured homes shall be set in accordance with local government standards. Building permits, licenses, and other similar permission from governmental or quasi-governmental bodies or agencies are required, and must be obtained before construction or installation of structures.
2. No trailer, tent, shack or other structure shall be erected, altered or placed or permitted to remain on any Lot, except as expressly provided in these Community Rules and approved in writing by the Landlord. One shed per Lot will be permitted. The structure cannot be larger than 8' x 8' x 8' and must comply with city building codes.
3. No trailer, basement, tent, shack, garage or any other type of building shall be used as a residence either temporarily or permanently. No building, or any part thereof, shall be erected or maintained for commercial purposes.
4. Anything which creates a threat to health and safety will not be permitted on the Lot. No noxious or offensive trade shall be carried out upon any Lot, nor shall anything be done which may become an annoyance or nuisance to the community or surrounding neighborhoods. Trampolines, bounce houses, all types of swimming and wading pools, hot tubs, fountains and other water

9. Tenant shall keep and maintain the mobile/manufactured home and improvements by keeping it clean and in good order and repair at all times. Tenant shall not allow painted areas to deteriorate, chip, peel or become weather beaten and shall be regularly painted. Exteriors shall not be allowed to become mildewed, rusted, dented or stained. Any damaged portions shall be promptly and properly repaired. The home, accessory structures, carport, porches, decks and storage units shall present an attractive and appealing appearance at all times and the Tenant shall not allow structures to become unsightly. Paint colors must be pre-approved by Management, including trim and deck paint. Paint colors shall be off-white or light neutral colors. Bright and primary colors (i.e. red, blue, yellow, orange, green etc.) will not be permitted. Rain gutters are encouraged to avoid permanent stains to the home.

10. Skirting: The following shall be approved by the Landlord: All Skirting shall be installed within 30 Days of installation of the mobile/manufactured home on the Lot. Awnings shall be installed 60 days after the mobile/manufactured home is located on the Lot (If applicable). Every home shall have permanent stairs and porches and comply with city building codes with a minimum of a 4' by 4' foot landing with sturdy hand railings installed at each entrance within 60 days of the home placement.

11. Digging: Any Digging or other ground disturbing activity must be approved in writing in advance by the Landlord, including the placing of "For Sale" signs. Tenant will be held responsible for any damages resulting from such digging or other disturbing activity to the Community, Community equipment or any underground utilities. If a Tenant's actions or negligence results in the need for repair or service on or near the Tenant's mobile/manufactured home for such items as: Connections, Water Lines, Sewer Lines, Electrical Lines etc. or other repairs outside of their mobile/manufactured home, Tenant will be charged for labor plus materials if service or repair is completed by Community manager, or other outside service contractor.

12. Landscaping: For new mobile/manufactured homes being located in the community, each Tenant shall landscape the Lot in accordance with landscaping plans submitted to and approved by Landlord. Landscaping shall be completed within 90 days of the placement of the mobile/manufactured home on the Lot. No trees may be planted on the Lot. No shrubs "higher than the highest point of Tenant's Roof" shall be planted on the Lot without express written permission of the Landlord. No plants or shrubs will be allowed that may develop heavy root structure which can cause cracking or buckling or otherwise interfere with driveways or other community facilities or utilities. Each Tenant is responsible for the landscaping on his/her Lot. This includes pruning all existing trees and shrubs located on their Lot,

Landlord and shall be performed by an appropriately licensed and bonded contractor and have proper permits as required by the state and city.

18. Improvements: All improvements, including and without limitation, carports, sheds, decking, and home remodeling, must be approved by the Landlord/Managers in advance in writing.

III. OCCUPANCY.

19. Occupants and Guests: Only a Tenant and persons specifically named in the rental agreement shall reside permanently on Tenant's Lot. The persons named in the Rental Agreement may be changed subject to approval and with the written consent of the Landlord. All guests staying more than 3 days in the Community must register with the Landlord. Tenants are responsible for the conduct of their guests. Any guest staying more than 15 Days in any 60-Day period must apply for occupancy and be approved as an occupant. Any person not making application and/or not being approved for occupancy shall be considered a trespasser.

20. Live-In Care Providers: Prior to allowing a live-In care provider to move into a Tenant's mobile/manufactured home, Tenant must provide Landlord with the following:

A. Written proof that the prospective care provider is over eighteen (18) years of age.

B. A copy of an approved plan of treatment ordered by the tenant's physician.

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 Manufactured Home Landlord-Tenant Act. The live-in 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 the Tenant and his/her care provider.

IV. UTILITIES:

21. The utility pedestals (water and utility hook-ups) must be accessible at all times. Tampering with Community electrical, water or sewer connections is strictly forbidden. No posts or stakes of any and may be driven into the ground without first consulting the Landlord. Because of the danger to the underground utilities, no one shall impede or obstruct access to any manhole, utility line, electrical meter, water line, water meter, electrical transformer, electrical pedestal or water standpipe.

27. Garbage: All garbage and trash must be placed in heavy plastic bags and deposited in garbage containers with lids. Overweight or overloaded containers are prohibited. Garbage should not be allowed to overflow container. Lids to the garbage containers must be closed at all times. All garbage containers must be stored behind or at the side of the mobile/manufactured home completely out of sight from the Community streets. Containers may be placed on the street the night before pick up day and should promptly be removed by evening of pick-up day. Large items, such as discarded furniture, or garbage exceeding the capacity of the Tenant's trash container, must be disposed of by Tenant at Tenant's cost. Sanitary and health laws must be obeyed at all times.

V. **VEHICLES:**

28. COMMUNITY SPEED LIMIT IS 10 MPH: The speed limit for all vehicles within the Community shall be ten (10) miles per hour and will be strictly enforced. Tenants should remind all guests of this rule. Joy riding through the Community is prohibited. All posted traffic control signs (e.g., Stop signs, No Parking signs, Speed Limit signs, etc.) must be obeyed. All applicable state rules of the road shall be obeyed.

29. Operators of any motorized vehicles within the Community must have a valid driver's license. Only conventional "street legal" automobiles and motorcycles are allowed. Motorcycles, minibikes, ATV's and recreational vehicles which are not licensed or "street legal" are not permitted for use of any kind in the Community. The use of unlicensed electric cars is prohibited. Joy riding and reckless or dangerous use of any kind is prohibited. No more than two automobiles or two pickup trucks (1 ton or smaller) without camper top units or one automobile and one such truck shall be permitted at any time at Tenant's lot. No campers or trailers are permitted on the Tenant's Lot. All vehicles must have current registration and proper license plates. All vehicles must be operable. All vehicles must be registered with the Community Manager. Vehicles not so registered may be towed at owner's expense after the Landlord gives a fifteen (15) day written notice. Any vehicle not parked on a Lot and parked in an unauthorized area will be issued a twenty four (24-Hour) Tow Notice to have the vehicle removed. **ALL PARKING VIOLATIONS WILL BE SUBJECT TO TOWING AT TENANT'S EXPENSE AND/OR TERMINATION OF TENANCY AS PROVIDED BY LAW.**

30. Tenant Vehicle Parking: A maximum of two vehicles may be parked on Tenant's Lot. All vehicles must be registered with Landlord. Vehicles not registered may be towed at the owner's expense, after notice. Tenant parking is allowed only on the Tenant's driveway. No additional vehicles may be parked on a Tenant's lot by Tenant, occupants and guests. There shall be no parking on the Community streets

display a current license and be current with all vaccinations. Animals must be kept under the control of Tenant at all times and must be on a leash when out of Tenant's home. All animals shall be neutered. Animals must be kept indoors all other times when not on a leash and accompanied by the owner. Animal owners are responsible for cleaning up all of their animal's droppings immediately. Doghouses, kennels, breeding of animals, or the housing of animals not owned by the Tenant, will not be permitted. Any animal that, in the Landlord's opinion constitutes a nuisance or causes a Tenant's mobile/manufactured home to become unsightly must be removed from the Community. Tenants shall be responsible for all damages caused by their animals. No outside dog runs, dog houses or animals living outside of the manufactured home are allowed. Animals must be kept inside or accompanied by the Tenant on a leash at all times and are not allowed to roam unattended on Tenant's lot, streets, common areas or other Tenants lots. Animals shall not be left leashed, tethered or tied up outside a Tenants home during any period of absence by the Tenants. Animal food shall not be kept outside at any time.

36. No livestock, poultry, rabbits or any kind of animal other than domestic animals, shall be kept on any part of the Lot. No dogs, cats or other household animals shall be kept, used or maintained for any commercial purposes.

VII. CONDUCT:

37. The Community maintains quiet hours from 10:00 p.m. till 8:00 a.m., during which time radios and other devices must be operated at low volumes so as not to disturb neighbors. Boisterous and other needless noise, interference with other Tenants, disturbances of the peace and quiet and willful and careless destruction of property, in any manner will be cause for eviction. Power tools, lawnmowers, hammering and other equipment and activities creating noise may be used in the Community from 8:00 a.m. to 8:00 p.m. only. Chain saws are prohibited.

38. Disturbances: Disorderly conduct, abusive language, or activities which unreasonably disturb or interfere with the peaceful enjoyment of any part of the Community or which is directed at any other resident or Community employee will not be permitted. All laws shall be adhered to by Tenant, occupants, and guests. Tenant shall be responsible for the conduct of guests and the occupants of the mobile/manufactured home.

39. There shall be no trespassing on other Tenant's Lots.

40. Tenants are responsible for compliance with all Rules and Regulations by their guests.

53. All Community facilities are subject to such controls as the Landlord deems appropriate. The use of any facilities by guests may be limited or prohibited by the Landlord if such use interferes with the rights of other Tenants.

54. Any contact with the Landlord shall be through the Community Manager.

VIII. SUBLETTING AND ASSIGNMENT:

55. All mobile/manufactured homes shall be owner-occupied. Tenant(s) must be the registered owner(s) on the title of the mobile/manufactured home. Subletting and assignment of the rental agreement is prohibited except for the assignment of a rental agreement upon the sale of a mobile/manufactured home under RCW 59.20.073. A bill of sale shall be provided to the Landlord prior to approval of assignment and a copy of the title issued by the Department of Licensing within 60 Days of move in or upon request. If all sections of RCW 59.20.073 and the Rules are met, consent to an assignment shall not be unreasonably withheld.

56. Any Tenant selling a mobile/manufactured home in the Community, where that home will remain in the Community shall comply with RCW 59.20.073 for the transfer of the Lot Rental Agreement. All homes resold in the Community and will remain in the Community must comply with all applicable fire, safety, plumbing, electrical, and other codes. The Tenant shall verify in writing to the Landlord payments of all taxes, rent and reasonable expenses due on the mobile/manufactured home lot. The Tenant shall notify the buyer of all taxes, rent and reasonable expenses due on the mobile/manufactured home Lot. The prospective Tenant must first be approved by the application and screening process, which will be done by the Community Manager prior to the sales transaction. The prospective Tenant must make a good faith attempt to arrange an interview with the Landlord to discuss assignment of the rental agreement; failure of the current Tenant or prospective Tenant to obtain written approval of the Landlord for the assignment of the rental agreement shall be grounds for disapproval of such transfer.

VII. CONTINUING OBLIGATIONS AND STATUS REPORTS:

57. A yearly status report will be due every year to the Landlord once per year or upon request, whether or not there is a change in the Tenant's household. All reports shall include the following, but not limited to: Persons who occupy the home, telephone number, place of employment, pets, vehicles, make, type, year, color, and license number, mobile/manufactured home make, model, VIN number, size and year of mobile/manufactured home, legal owner's name, address and telephone number, insurance status, and loan number (if applicable).