# BELMOR PARK GOLF and COUNTRY CLUB

# ADDENDUM B - PARK RULES and REGULATIONS GUIDELINES FOR LIVING

# TABLE OF CONTENTS

PURPOS	SE	1
DEFINIT	TIONS	1
SECTIOI	NS	
1.	OCCUPANCY STANDARDS	2
2.	PROCEDURES for REVIEW of REQUEST for OCCUPANCY	2
3.	OWNERSHIP	3
4.	SALE AND/OR REMOVAL of MOBILE HOME	
5.	SET-UP: NEW or RESALES	4
6.	LOT IMPROVEMENTS by TENANT HOMEOWNER	5
7.	LOT CARE and MOBILE HOME MAINTENANCE	6
8.	VEHICLES	8
9.	PARKING	10
10.	RECREATIONAL VEHICLES	10
11.	PETS	11
	TRASH/ GARBAGE/SEWER/RECYCLING	
13.	ANTENNAS and SATELITE DISHES	14
	RESIDENT CONDUCT	
15.	GUESTS	16
16.	CARE PROVIDERS	17
17.	. USE of RECREATION FACILITIES	18
18.	. COMMUNITY OWNER ACCESS to MOBILE HOME and MOBILE HOME LOT	18
19.	SOLICITING or PEDDLING	18
20.	BUSINESSES	19
21.	. LAWS	19
	WEAPONS	
23.	PATIOS and DRIVEWAYS	19
	. UTILITIES	
	LIENS	
	COMPLAINTS and NOTICES	
	MAINTENANCE REQUESTS	
	USE and OCCUPANCY	
	LIABILITY for DAMAGES	
	INSURANCE	
	GOVERNING LAW	
	SUBLEASING, SUBLETTING, and RENTING	
	LEASE AGREEMENT TERMS and CONDITIONS	
	DEFAULT and EVICTION	
	WAIVER	
	SPECIAL EXCEPTIONS	
	SPECIAL RULES INCORPORATED by REFERENCE	
	AMENDMENTS and EFFECTIVE DATES	
	ACKNOWLEDGEMENT and SIGNATURE PAGE	

# ADDENDUM B - PARK RULES and REGULATIONS GUIDELINES FOR LIVING

## **PURPOSE**

These Park Rules and Regulations shall become effective on June 01, 2011, and supersede all previously adopted rules and regulations. These Park Rules and Regulations are applicable to all Tenants and occupants residing in Belmor Park, their guests, and apply to all manufactured/mobile homes in Belmor Park.

The purpose of these guidelines is to:

- Promote the convenience, health, safety, or welfare of the Tenants of Belmor Park (or the "Park");
- Protect and preserve Belmor Park premises from abusive use;

Community Management of this Community offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, familial status or national origin.

These Guidelines are intended to maintain the appearance and comfort of the Community for you and your visitors. A copy of the Guidelines will be posted in the recreation center and must be observed by all Residents, Guests, and family members of invitees. Residents shall require all persons on the lot with their consent to govern themselves in accordance with the Guidelines and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

#### **DEFINITIONS**

- "Community" means the Belmor Mobile Home Park, mobile home community.
- "Community Owner" or "Community Management" means the owner of the Community and the owner's agents.
- "Guidelines" means the Belmor Park Rules and Regulations.
- "Guest" means an individual who maintains a residence at a locale other than the Community and who is on the lot of a Tenant with the Tenant's consent.
- "Lease Agreement" means the Lease Agreement of even date herewith that was executed between you and the Community Owner.
- "Mobile" or "Manufactured" Home interchangeably refers to either a mobile or manufactured home.
- "Occupant" or "Additional Occupant" means a person living in the manufactured home who is not a Tenant, but who has been screened and approved by Community Management to live in the home. An Occupant is listed on the Additional Occupant Agreement but has no legal rights of Tenancy, no financial responsibility regarding the home, and must vacate when the Tenant no longer occupies the home.
- "Resident" means a person entitled under a Lease Agreement to the use and occupancy of residential lot. The term includes both Tenants and Occupants.
- "Tenant" means a person identified on the Lease Agreement as a Tenant(s) and who is entitled to occupy a manufactured home Community lot. The term applies only to persons who have been approved by Community Management pursuant to these Guidelines.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

#### **SECTION 1. OCCUPANCY STANDARDS**

- A. RESIDENCY APPROVAL: Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. All prospective Residents must be approved by Community Management. All Tenants must sign a Lease Agreement prior to taking possession of a mobile home or mobile home lot currently in the Community or moving a mobile home into the Community. No one other than those executing the Lease Agreement shall be allowed to own or to reside upon the lot set forth in the Lease Agreement without the prior written consent from the Community Manager. The purchase of a Resident's home by those who have not executed the Lease Agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An Application for Residency, background and credit check must be completed and approved and a copy of the Guidelines, and a Lease Agreement signed, prior to: (i) arrival of the Resident's manufactured home in the Community; or (ii) the transfer of title when the home is already in the Community. The Community Manager reserves the right to: (i) refuse to accept further rent and terminate the Lease Agreement of anyone who fails to comply with these Guidelines; and (ii) refuse rental to any applicant. Tenant shall provide Community Management with a Notice of Intent to Sell form and follow the procedures set forth in RCW 59.20.073 prior to any assignment of the Tenant's Lease Agreement upon any sale of the Tenant's home.
- **B. OCCUPANCY:** Only mobile homes owned and occupied by a Tenant who has applied for residency in the Community and who has been approved as such by Community Management are permitted in the Community. Community Owner may rent homes owned by the Community Owner or its affiliated entities. As a condition to approval for residency in the Community, all Tenants are required to show proof of ownership of their mobile home; such proof may be made by title or registration to the home. Each Occupant of the home must be approved for residency by the Community Manager. Prior to beginning occupancy in the mobile home, each Resident must sign a copy of the Guidelines and the Lease Agreement. **Written approval of the Community Manager is required as to any change in the name or number of persons in the mobile home.**
- **C. BELMOR PARK is an AGE 55 or OLDER MANUFACTURED HOUSING COMMUNITY** Belmor Park has adopted operating rules, policies, and procedures that demonstrate its intent to operate as a manufactured housing community for persons 55 years of age or older.
  - **1. AGE VERIFICATON:** At least 80% of the occupied manufactured/mobile homes in the Park, must be occupied by at least one person who is 55 years of age or older and comply with verification of occupancy rules by completing Addendum C of the Rental Agreement, *Age Verification Form*.
  - 2. CHILDREN: Because Belmor Park is an age 55 or older housing community, no children under the age of 18 (minor children) will be accepted as a tenant or occupant. Authorized tenants may not move minor children into their homes.

# SECTION 2. PROCEDURES for REVIEW of REQUEST for OCCUPANCY

A. PROSPECTIVE RESIDENTS of the Community must be approved in writing by Community Management based upon: (1) completion of an application questionnaire provided for this purpose; (2) credit (Tenants), background and reference check and criminal history check (Tenants and Occupants); and (3) an interview of all persons planning to occupy the mobile home. Such written approval will not be unreasonably withheld; however, Community Management does reserve the right to refuse admission to the Community by any person(s) not deemed suitable to Community Management in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident in information provided on the registration card or credit application; or statements as to number, or identity of persons residing in the home; or about pets, personal background, or past landlords, are deemed material and fraudulent and made to induce the Community Owner to admit the prospective Resident. Any such misrepresentation shall be deemed a conclusive breach of the Lease Agreement and shall void the approval of the request for occupancy.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

#### **SECTION 3. OWNERSHIP**

A copy of the manufactured/mobile home title showing proof of the tenant's ownership of the manufactured or mobile home shall be provided to Management at time of execution of the rental agreement and at such other time upon request.

# SECTION 4. SALE AND/OR REMOVAL of MOBILE HOME

Tenant shall follow the below procedures and those set forth in RCW 59.20.073 prior to any assignment of the Tenant's Lease Agreement upon any sale of the Tenant's home.

- A. NOTICE TO THE COMMUNITY OWNER. A Tenant intending to make a bona fide sale of his Manufactured Home or any interest in it shall give to the Community Owner a Notice of Intent to Sell, together with the name and address of the proposed purchaser, the purchase price and terms, such other information concerning the proposed purchaser as the Community Owner may require and an executed copy of the proposed contract to sell. Tenant shall direct the prospective buyer to the Community Management to submit an Application Form for exchange of information, including the lot rental amount which will apply at the expiration of the seller's lease term or at the time of sale, and shall advise the prospective buyer that the Lease Agreement is transferable. Within seven (7) days of transfer of title, change in financing, or purchase or Resident's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lien holder, if any, shall be provided to Community Management by the Tenant. This rule does not in any way diminish or affect the obligation of every seller of a mobile home to seek and to obtain written approval of the purchaser by Community Management prior to the sale/purchase of the home and prior to change in occupancy of the home as required by RCW 59.20.073.
- **B. APPLICATION FORM.** The Community Owner is vested with the authority to prescribe an application form such as may require specific personal, financial and other data relating to the intended purchaser, or as relates to the prospective Resident, as may be required by the Community Owner in order to enable the Community Owner to investigate the intended purchaser, or prospective Resident within the time limits extended to the Community Owner for that purpose as hereinafter set forth and which application shall be completed and submitted to the Community Owner along with and as an integral part of the notice. A nonrefundable application fee shall be charged to the prospective Resident.
- **C. FAILURE TO OBTAIN APPROVAL OF COMMUNITY OWNER.** Any person who purchases a mobile home situated in the Community but does not, prior to purchase of the home, qualify as, and obtain consent of the Community Owner to become, a Resident of the Community, shall be subject to eviction.
- **D. DISAPPROVAL BY THE COMMUNITY OWNER**. The Community Owner may disapprove the prospective Resident if the prospective Resident does not qualify to be a Resident by giving notice to the Prospective Resident of the disapproval. If the Community Owner shall disapprove a proposed purchaser, such disapproval shall be grounds for eviction in the event such prospective Resident has taken possession of the respective Lot. In the event of disapproval, the Community Owner may pursue all remedies available at law or in equity.
- **E. FOR SALE SIGNS.** Tenant may display one "For Sale" sign, no larger than 18 inches x 24 inches, inside the mobile home window or on front of house or railing. This sign may display only the words, "For Sale" or the equivalent plus an address or telephone number of the Resident, agent or dealer where further information may be obtained. The display of any commercial enterprise on the sign is prohibited. Because of safety and security considerations, any home offered for sale must be registered with the Community Office before a sign is displayed. All outside realtors, brokers or service companies working in the Community must show proof of insurance before starting work. Those without proof of insurance on file will be stopped from performing work inside the Community until such proof of insurance is presented to the Community Office.
- **F. STANDARDS and APPEARANCE.** The Community Owner requires that any mobile home not meeting the Community's established standards, as required by these Guidelines, or any mobile homes which are improperly maintained, be upgraded to improve the quality and appearance of the mobile home. Failure to meet the Community's requirements shall be a violation of these Guidelines.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

- **G. NOTICE.** In the event Tenant intends to move his manufactured home from the Community he must give written notice to Community Management of that intent at least 30 days prior to the moving date. Such move must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a certificate of insurance in the amount of \$10,000.00 to ensure against damage to Community property. Prior written permission from the Community Owner is required prior to any move of a mobile home either into or out of the Community. All current charges must be paid in full at the Community office before the home is moved from the Community.
- **H. GOVERNMENT COMPLIANCE.** Community Management requires that Residents comply with the requirements of all governmental agencies, including but not limited to HUD, the Department of Motor Vehicles or Transportation, the State and the County in which the Community is located.

#### **SECTION 5. SETUP: NEW and RESALES**

- **A. MANAGEMENT APPROVAL.** The location and positioning of the home on the lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Tenant's home or lot will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Community. Only new homes (never previously occupied) and used homes which have been approved in advance in writing by Community Management as acceptable for location within the Community will be allowed in the Community. A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to the Community Owner. **Written approval from the Community Owner is required prior to the commencement of any work.**
- **B. PLACEMENT.** Mobile homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with the local, applicable City or County Code and/or Regulations and with Community Management's specifications. Mobile homes must be anchored immediately, as required by all governmental regulations.
- **C. PERMITS, STANDARDS, and REQUIREMENTS.** Tenant shall bear the responsibility for obtaining the appropriate permits and inspections for the moving, placement, setup, utility hookups, building, and occupancy of the home. Tenant is responsible for ensuring that permit requirements will be met and completed in accordance with the most current City of Federal Way, Manufactured home Permit Requirements. A copy of the most current Federal Way requirements is available from the City of Federal Way.

Tenant agrees that the following standards and requirements shall be met and completed by a licensed contractor under a building permit issued by the City or County Building Department or other applicable local agency and approved by the Community office. Written approval from the Community Owner is required prior to the commencement of any work.

- 1. SITE PLAN including SETBACKS. All homes shall be set-up on the designated lot in accordance with the site plan approved by the Community Management and the City of Federal Way Planning and Zoning Department. The site plan must include size, location, setbacks, and use of existing and proposed buildings on the subject lot and adjacent lots. For any home, shed, awning, carport or any other structure or improvement, there is a minimum setback requirement of two and one half feet (2.5') from the lot line established by Community Management. Management also requires setback adherence to the most current City of Federal Way, Manufactured Home Permit Requirements. A copy of the most current Federal Way requirements is available from the City of Federal Way.
- **2. HITCHES.** All new mobile homes entering the Community must have removable hitches which shall be removed upon anchoring, and older mobile homes moved into the Community after the effective date of these Guidelines which do not have hitches which are designed to be removed, shall nonetheless be removed and the gap area restored.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNF 01, 2011

- **3. SKIRTING.** The mobile home must be skirted on all sides with vinyl or approved materials. Skirting must be completed within 30 (thirty) days of delivery of the home in the Community, and must be maintained regularly to insure a uniform and attractive Community.
- **4. STEPS, STOOPS, PORCHES.** County or City approved entry steps and stoops must be installed at all entrances to the mobile home. All steps (both front and back door) must have adequate handrails running the entire length of the steps on both sides of the steps.
- **5. AIR CONDITIONING.** No air conditioning unit shall be located in the front window of the mobile home or front wall of any mobile home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to the effective date of these Guidelines). Only central air conditioning may be installed in units coming into the Community.
- **6. WINDOW COVERINGS.** Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Bed sheets, mattresses, blankets or the like shall not be used as a window covering or shade device. **No aluminum foil** or the like shall be placed in any window in the mobile home.
- **7. FENCES.** NO FENCES are permitted without the prior written consent of the Community Management.
- **8. PROPANE TANKS** are not permitted in front of a mobile home or in any area directly visible to any street.
- **D. MATERIALS and DESIGN.** All of the materials utilized in connection with the erection and completion of the manufactured home as contained within these Guidelines shall be of a quality, type, style and pattern **approved in advance in writing by Community Management.** Community Management shall have control over the manner of installation or attachment of the home and of any accessory structures. Home plans and designs shall be approved in writing by Community Management prior to the commencement of the erection of the home upon the home site. All installation and construction shall be consistent and compatible with other approved homes in the Community. All installations shall comply with Federal, state and local laws, and regulations, and shall comply with all standards referenced within the Community's Guidelines and the Lease Agreement.

# SECTION 6. LOT IMPROVEMENTS by TENANT HOMEOWNER

**A. MANAGEMENT APPROVAL.** Improvements are encouraged; however, any construction of or addition to a mobile home, and its location, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, stone or concrete walkways, and the like, will not be permitted unless the Tenant obtains prior **written approval from the Community Management** and obtains the necessary governmental approvals and permits when required. For placement of any home, shed, awning, carport or any other structure or improvement, there is a minimum setback requirement of two and one half feet (2.5') from the lot line established by Community Management. Each Tenant is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, setbacks, and other restrictions of record. For additional information on Community Standards, please see "Lot Care" Section following. **All improvements must be completed within thirty (30) days.** 

If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Tenant. The Community Management's prior written permission is necessary to protect the underground utilities, continuity of Community appearance, and the health, safety, and welfare of Community Residents. In addition to all other remedies available to it, Community Management may require Tenant to remove any unapproved construction or addition at the expense of Tenant. Please consult the Community Management of the Community before you do any digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to the Tenant who damages any underground service.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

- **B. UNAPPROVED ACCESSORY STRUCTURES or MODIFICATIONS**: Any tenant making improvements or installing accessory structures/modifications without written Management approval shall be required to remove them immediately at their own expense.
- **C. DRIVEWAYS.** Tenant, at Tenant's expense, must maintain Tenant's driveway and other permanent structures which are owned by Tenant. In the event the Tenant wishes to extend the paving available to his lot for use of a vehicle and at the sole cost and expense of the Tenant, he must first obtain prior **written permission from Community Management**.
- **D. CARPORT or AWNINGS:** Carports or awnings may not be constructed of wood. Carports and awnings must be metal and professionally installed.
- **E. PAINTING of MANUFACTURED/ MOBILE HOME, SHED, CARPORT, AWNINGS**, **etc.** Management reserves the right to approve any and all exterior paint colors within the Park.
- **F. SHEDS.** One (1) shed will be allowed per lot, not to exceed a total of 120 sq. feet. Sheds are strictly prohibited from being placed erected on the patio slab or under carports/awnings. Storage sheds must be commercially manufactured or professionally installed and must be constructed of sturdy vinyl, aluminum, painted sheet metal, Hardie Board material or other material approved in writing in advance by Community Management prior to installation and anchored on a poured concrete slab or approved, sturdy wooden platform. For placement of any home, shed, awning, carport or any other structure or improvement, there is a minimum setback requirement of two and one half feet (2.5') from the lot line established by Community Management. Size and design must meet the prior written approval of Community Management by tenant submitting a site plan, design, and materials request. A permit must be obtained from the local City or County Building if required.
- **G. CORRUGATED PLASTIC:** Installation of corrugated plastic of any color is prohibited for any purpose on any tenant lot.
- **H. LOT NUMBERS.** Tenants must secure their lot numbers on the front of the mobile home, placed consistently with surrounding homes.
- **I. CLOTHESLINES.** Only umbrella-type clotheslines are permitted; however, prior written approval of their specific location must first be obtained from Community Management. All other types of clotheslines are prohibited and must be removed. Folding drying racks may also be used for clothing hung outside; standard manufacturers' heights must be used. Lines for hanging clothes outside and lines strung between trees or on carport supports will not be tolerated. Clotheslines are to be removed when the mobile home is to be vacated for two months or longer. Under no circumstances may clothes be hung on deck rails or decks.
- **J. MISCELLANEOUS.** No swing sets, basketball hoops (either portable or stationary), weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment or vehicles are permitted. No pools are permitted except temporary "toddler" wading pools that are less than five (5) feet in diameter and no more than 18 inches deep. Said approved "toddler" pools must be emptied and stored away in an acceptable location following each and every use, and may never be left unattended while containing any amount of water. Tenant may not post "Beware of Dog" or "No Trespassing" type signs at the home-site or on the home or in the windows of the home.
- **K. UNDEVELOPED LOTS.** When undeveloped lots are available, the Tenants who lease these lots may be required by Community Management to install a concrete driveway and sod the entire lot.

#### **SECTION 7. LOT CARE and MOBILE HOME MAINTENANCE**

It shall be the responsibility of the Tenant to ensure that his mobile home and lot are properly maintained. All
Tenants must maintain their mobile home, yard, and all applicable buildings in compliance with all county and
State housing and health codes. No alterations, painting (including colors), installations, additions, or
construction on tenant lots shall be permitted except with Management approval to insure the type of
aesthetics deemed necessary and proper to maintain Park determined standards. Written approval from
the Community Owner is required prior to the commencement of any work.

INITIALS	 DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

#### A. LOT CARE

- **1. CLEANLINESS:** Each Tenant shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, debris, or other items of any matter shall not be stored outside or beneath the mobile home, deck stoop or patio. All areas of a Tenant's lot including porches, decks, carports, and any other areas observable by the public or neighboring spaces, are to be kept clean and free from trash and litter at all times. NO TARPS ARE ALLOWED!
- 2. LAWN and LANDSCAPING: It shall be the responsibility of each Tenant to keep the lawn mowed, edged, trimmed, and watered. Tenant must mow, trim and edge along walkways, driveways and streets before they become unsightly. Generally, this means mowing when lawn reaches approximately three inches (3") in height. The object is to keep Tenant's lawns and the Community looking neat. During the summer months, lawns normally need to be moved about every seven (7) days. Sod destroyed or damaged by neglect, lack of water, vehicular traffic or by any other means or for any other reason, must be repaired or replaced at Resident's expense. If, in the opinion of Management, all or part of Tenant's lawn needs to be re-sodded, Tenant will receive written notice from Management to complete this repair at Tenant's expense or face eviction. Each Tenant is responsible for his respective plants and lawns. The plants and lawns are to be kept free of weeds and should not be permitted to become overgrown. No plastic flowers, artificial plants, or plastic lawn ornaments. At its option, Community Management may notify Tenant of his failure to comply with this provision. Upon failure of Resident to take appropriate corrective action within fifteen (15) days after receipt of notice, Community Management may, but has no obligation to, have the necessary work performed, and shall have the right to charge Tenant for materials, labor and equipment, but no less than \$50 per hour with a minimum of 1 hour.
- **3. DRAINAGE DITCHES.** Those Tenants whose lots are adjacent to drainage ditches are required to maintain, but not plant, the banks of said ditches to prevent unsightliness. Likewise, there shall be no dumping of leaves, clippings or other debris into the ditch by anyone. If any trash is dumped behind Tenant's lot, it must be removed to the county dump at the Tenant's expense. Tenant must leave access through his lot and shall place no obstruction at the rear of the mobile home so as to allow access in order to maintain and service the area.
- **4. PLANTINGS.** The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive prior written approval from Community Management prior to planting. Nonetheless, plants and shrubs planted by Tenant must be removed when vacating the lot unless Resident obtains Manager's prior written approval. Sod must be replaced by Tenant where planting is removed. Existing trees or shrubs must not be damaged or removed by Tenant without written permission of the Community Manager. Tenant is responsible for trimming and maintenance and/or removal of all trees and shrubs located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Tenant's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of Tenant's lot is the shared responsibility of the adjacent Tenant (if the trunk is located on a shared boundary line between two mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating Tenant's lot from a common area of the Community or from an unoccupied lot). Dead trees, or trees and shrubs damaged by high winds, or any other act of God or in any other way, must be removed by Tenant, at Tenant's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening, trees and shrubs must be kept well groomed at all times.
- **5. LOT CARE WHEN ABSENT.** Tenants who are going to be absent from the Community for more than two (2) weeks must notify the office as to what arrangements have been made for the necessary grounds care. Community Management reserves the right to do the necessary work at Tenant's expense so that the lot will meet the standards of the Community.
- **6. STORAGE.** Carports, porches, decks, and patios shall not be used for storage. No open storage will be permitted around the exterior of the home or anywhere on the lot.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

- **7. EXTERIOR FURNITURE.** Furniture that can be left outside the home shall be limited to items commonly accepted as outdoor or patio furniture, and barbeques. No appliances or exercise equipment shall be stored outside the home.
- **8. EXTERIOR DECORATIONS.** Tenants must remove (take down) any and all holiday decorations from the home within twenty (20) days after the celebrated holiday. This includes lights, window stickers, and any other decorations that can be seen from the outside of the home.

#### B. MOBILE HOME and ACCESSORY STRUCTURE MAINTENANCE

1. EXTERIOR. Tenant shall maintain and keep clean and in good repair, the exterior of the manufactured/ mobile home to include, without limitation, the siding, carport/awning supports, downspouts, and skirting as well as all accessory structures such as sheds, decks, steps, storage buildings, and fences. Tenants must immediately repair any water leaks in or from pipes or fixtures in, on or under the mobile home or lot. Broken windows, peeling paint, dull exterior of a mobile home, or dirt, grime or mildew visible from a Community roadway or an adjacent lot must be corrected. The exterior surfaces of the mobile home and all accessory structures, including the eaves and trim shall be kept free of mildew or discoloration. Peeling, fading, or damaged exterior surfaces must be restored to the original new condition.

The mobile home shall be resurfaced, re-sided, re-roofed, lap-sided or replaced if deemed necessary or appropriate by Community Owner or by local City or County housing, health or code enforcement personnel. All exterior materials used in upgrading, must be approved in writing by the Community Manager prior to their use on the home. The materials used must be consistent with the types of materials used on new homes being brought into the Community. Upon failure of Tenant to take appropriate corrective action after receipt of notice, Community Management may, but has no obligation to have the necessary work performed, and shall have the right to charge the Resident for materials, equipment and labor. This amount shall be collectable in the same manner as lot rental amount.

- **2. SKIRTING.** Any mobile home which does not have skirting maintained in a neat and proper condition, in the opinion of Community Management, must have the skirting replaced with the approved skirting as set out above. If the present skirting is destroyed by windstorm, an act of God, or any other means, replacement skirting must be of the approved type.
- **3. DAMAGES.** Should the Tenant's mobile home be destroyed by fire, windstorm, an act of God, or any other means, the Tenant must remove the salvage from the lot within fifteen (15) days from date of such event or from date of mailing of written notice from Community Owner to Homeowner to remove same, whichever is earlier.

# **SECTION 8. VEHICLES**

Inasmuch as Community Management's manufactured home Community is maintained as a private enterprise, its streets are private and not public thoroughfares. Only individuals having a current and valid driver's license may operate any motor vehicle in the Community.

- **A. APPROVED TENANT VEHICLES.** All Tenant vehicles must be registered with the Management office. **Permissible** vehicles include automobiles, motorcycles, and trucks up to three-quarter ton size. This includes vehicles parked at Tenant lots, storage lots, guest parking, or any other parking areas in Belmor Park. The criterion for a vehicle to be considered approved, compliant, and remain in the park includes the following:
  - Current license tag and registration
  - Current liability insurance in at least the minimum amount required by state law
  - Roadworthy
  - Not in need of obvious repair. (Any vehicle that requires painting, body part replacement, rust damage, badly worn tires, leaking oil or fuel, or any other condition that reflects on the appearance or which would lead to any concern about the safety of the vehicle would be considered in obvious need of repair and therefore considered out of compliance.)

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

Management reserves the right to refuse entry to, or remove from the park, any motor vehicle that in the Manager's sole discretion, is out of compliance and should not be allowed to remain in the park.

#### **IMPORTANT NOTE:**

All vehicles parked at Tenant lots, storage lots, guest parking, or any other parking areas in Belmor Park must be fully operational and capable of being moved in case of an emergency.

- **B. PROHIBITED VEHICLES.** ATV's, mini-bikes, dirt bikes, go-carts, or any motorized vehicles not properly licensed are prohibited in the Community. All approved vehicles must have factory-type quiet mufflers. No off-road vehicles will be permitted within the Community. Loud motor vehicles may not be operated in the Park at any time. No trucks larger than three-quarter (3/4) ton with pickup bed will be permitted as approved tenant vehicles in the Community. All commercial trucks, boats, off-road vehicles, campers, motor homes, step vans, or other large vehicles are not permitted in the Community unless stored in a designated area when and if such area is available and storage fees as applicable are paid.
- **C. MOTORCYCLES or MOPEDS.** Must have mufflers and be licensed according to Washington State Law and are allowed only for transportation to/from the Park. Motorcycles and mopeds operated by a Resident will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No joyriding will be permitted within the Community by Resident or Guests.
- **D.** Roller skating and skateboarding are prohibited on sidewalks and pool area.
- **E.** Bicycles, golf carts, and pedestrians have the right of way.
- **F. VEHICLE WASHING.** Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency. Washing of vehicles in the Park is restricted to the wash area near the maintenance shop weekends only and for Tenant owned vehicles only.
- **G. MAINTENANCE.** Mechanical or other repair or maintenance of vehicles, boats or trailers is not permitted at the home site or elsewhere within the Community. No vehicle may be on jacks or ramps at any time other than for emergency tire changes lasting no longer than thirty minutes. Because of the safety hazard it presents, any vehicle left on jacks or ramps are subject to immediate towing without notice at owner's expense.
- **H. FINES FOR POOR MAINTENANCE DAMAGE:** Vehicles must be properly maintained so that they do not leak oil or other fluids which damage roadways, driveways, and carport pavement. Failure to meet this requirement will result in the Tenant being fined \$25.00 for each incident plus the tenant will be billed the cost of any needed pavement repairs.
- I. REMOVING VEHICLES FROM PARK: Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair, including but not limited to those which are rusted, dented, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. Community Management will ban from the Community any vehicles which, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Vehicles in violation of these Guidelines may be towed away upon notice at the Tenant's expense, payable to the towing service and not to the Community Owner. Tenants are responsible for Guest's vehicles. If Management determines that a vehicle is out of compliance or prohibited and cited under this rule, Management will give a fifteen (15) day notice to the Tenant responsible for the vehicle.
- **J. SPEEDING.** Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits or, if no signs are posted, must observe a speed limit of fifteen (15) miles per hour and must obey all "stop signs" or other posted warnings. A FULL STOP must be made at all stop signs. All of these Guidelines will be enforced as this is for the safety of our Community Residents. Residents must inform all visiting friends about the speed limit and the aforementioned rules
- **K. SPEED BUMPS.** Speed bumps, if installed, are a safety factor. The Community Owner or Manager is not responsible for any damage or personal injury resulting from contact with a speed bump.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

#### **SECTION 9. PARKING**

Inasmuch as Community Management's manufactured home Community is maintained as a private enterprise, its streets are private and not public thoroughfares. The street right-of-way may not be used for parking.

**A. APPROVED PARKING:** Parking is provided for two vehicles per lot. Tenants with more than two vehicles must make arrangements to park their additional vehicles either in the storage compound or out of the park. In the event there is not sufficient space, it is the responsibility of the Tenant to locate parking or storage outside the Community lot and not on other Tenants' lots.

However, if space permits on the pad/driveway of a Tenant lot (and vehicle does not encroach on the street, lawn, or landscape area) the Tenant may have a third (3<sup>rd</sup>) vehicle. Vehicles must at all times be parked at the designated lot spaces and not in any overflow or guest parking areas unless specific permission has been obtained, in writing, from management. **REMEMBER:** All vehicles parked at Tenant lots must be fully operational, roadworthy, and capable of being moved in case of an emergency.

- **B. UNAPPROVED PARKING:** Parking on roadways within the Community or on lawns, swales, green areas or vacant lots or on undeveloped portions of the Community is strictly prohibited. Vehicles are not to be parked on the grass at any time. Without prior written consent of Community Owner, no vehicle shall be parked in overflow or guest parking areas. Neither Tenant nor guests are allowed to park or allow others to park, inoperable vehicles or commercial vehicles at their lot other than those temporarily present for the purpose of providing service to the Tenant. Campers, motor homes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but never overnight. No person may remain overnight or to otherwise reside in the Community in any camper, motor home or similar vehicle.
- **C. PARKING VIOLATIONS / REMOVAL of VEHICLES:** Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the Community. All other vehicles must be removed from the Community.

#### **SECTION 10. RECREATIONAL VEHICLES**

- **A. RV STORAGE AREAS:** An area is provided in the Park, for the storage of Tenant owned travel trailers, campers, trucks, boats, snowmobile trailers, etc. This will be on a space available basis and a storage fee will be charged for each APPROVED recreational vehicle. All recreational vehicles (except golf carts) MUST be parked either in a designated storage area or outside the park. Recreational vehicles of any type may not be kept at your lot. Management assumes no liability nor is insurance provided for damage to any item or unit parked in storage areas. No unauthorized persons are permitted in the RV storage area.
- **B. APPROVED RECREATIONAL VEHICLES**: the criterion for a recreational vehicle to be considered compliant and remain in the designated storage area includes the following:
  - Current license tag and registration
  - Current insurance
  - Roadworthy
  - All recreational vehicles of any type parked in Belmor Park storage must be owned by a current, approved Tenant. Verification of ownership may be required by Management for continued storage. Storage of vehicles of any kind, not owned by an approved Tenant, is strictly prohibited.
  - Not in need of obvious repair. (Any vehicle that requires painting, body part replacement, rust damage, badly worn tires, leaking oil or fuel, or any other condition that reflects on the appearance or which would lead to any concern about the safety of the vehicle would be considered in obvious need of repair and therefore considered out of compliance.)
  - Storage space payment must remain current

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

- **C. PROHIBITED PARKING:** At no time shall a camper, trailer, RV, boat, or other recreational vehicle be parked at a Tenant lot, whether space is occupied or unoccupied. All such vehicles may to be parked on or near personal spaces for no longer than a 24 hour period for purpose of loading or unloading before or after a trip.
- **D. VISITING RV's:** Tenants who are having overnight visitors arriving in RV's may not allow them to park at their lot and stay in the RV. Running of power from a tenant's home to a guests RV is not allowed.
- **E. PICKUP CAMPERS:** Pickups that have campers shells may be considered for approval as an approved Tenant vehicle if it is a primary source of transportation, driven frequently, and the camper remains on the pickup at all times. If the camper is removed, it must be placed in the RV storage area.

#### **SECTION 11. PETS**

- **A. APPROVAL REQUIRED.** Defined as a domestic animal kept for pleasure, pets are to be allowed in the Park ONLY with PRIOR Management approval and must be registered with the Community Management office by Tenant signing a separate Pet Agreement. Prior written approval from Community Management must be obtained as to any dog which is to reside in the Community, and such written approval must be obtained prior to the time the dog is actually brought into the Community. Anyone having a pet without Management approval will be required to remove the pet(s) from the park property immediately. A copy of the Pet Agreement is available from Community Management.
  - 1. Completion of the written application and Pet Agreement by the Resident shall be required before approval of any pet will be considered. All information required on the application shall be provided with complete detail as requested. Such items requested shall include but not be limited to the name of the pet, the breed, the adult size of the pet (height and weight), the pet license tag number, the veterinarian for such pet, the length of time that said pet has been with the Resident and any history of the pet as it pertains to barking, attacking, growling or biting. The application shall be signed and dated by the Resident. Any false or incomplete information on the application, including that of the mix or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Guidelines if the pet is not immediately removed.
  - 2. When a written application is submitted, the Resident shall bring to Community Management proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to Community Management for a visual assessment. Annually, Resident shall be required to provide to Community Management proof of a current pet license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to the Community within fifteen (15) days of the renewal date of any pet license and/or vaccination and inoculation requirement.
  - 3. All cats and dogs must be neutered prior to being approved for entry into the Community. A copy of a veterinarian's statement to that effect shall be filed by Resident with the written application for approval of the pet. If the pet is too young to have been neutered, a veterinarian's statement must be tendered to Community Management showing the age and date when neutering is first possible, and, thereafter Resident must show proof that the pet was neutered within thirty (30) days of that date as established by the veterinarian.
- **B. SERVICE/COMPANION ANIMAL.** A Service/Companion Animal Agreement is required for all qualifying and approved service/animals. A copy of the Service Animal agreement is available from Community Management.
- **C. COMPLIANCE**. Tenants not in compliance with all Pet Rules as of June 01, 2011, shall come into compliance through natural attrition, provided Tenant has obtained written park approval for existing pets.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

- **D. NUMBER OF PETS.** No more than 2 pets will be permitted per household (whether cats, dogs, or a mixture of both). The breeding of animals will not be permitted in the Park.
- **E. PET SIZE.** Pets shall not exceed 19" in height and 25 pounds at maturity.
- **F. LOCATION OF PETS.** Pets must be kept under the control of the Tenant at all times. All pets must be kept inside unless on a lease or in a fenced yard. "Doggie" doors shall not be left open and no pets are ever to be left outside when Tenants are away from home or at night. Outside pet houses, kennels, or runs are not permitted. Dogs AND cats must be kept on your lot and not allowed to roam or run loose throughout the Park. No pets are allowed in the clubhouse, pool, laundry room, or other recreational facilities.
- **G. FEEDING of PETS.** Feeding of all pets must be done INSIDE the Tenant home only. Leaving food outside, even in a fenced area, invites unwanted vermin (rats, raccoons, mice, squirrels, etc.)
- **H. PET DISTURBANCES.** Tenants shall not allow their pet(s) to cause any disturbances to other residents. Barking or other loud pet noises will not be tolerated. Noisy or unruly pets, pets causing complaints, or pets causing substantial annoyance to neighbors, will not be allowed to remain in the Park and must be removed.
- **I. PET DROPPINGS.** Pet owners shall be responsible for DAILY clean up and proper disposal of all pet droppings on their own lot. Pet owners must IMMEDIATELY clean up and properly dispose of pet droppings (using a pet dropping bag) when walking a pet on leash.
- **J. ENFORCEMENT OF PET VIOLATIONS.** Courtesy Officers, Community Club Officers, Golf Marshals, and all Belmor Staff have permission from Management to enforce all Pet Rules and Regulations including but not limited to Leash Laws, Noise, and the picking up of Pet Droppings. Violations of Rules and Regulations pertaining to Pets shall result in the requirement that the Tenant's pet be removed from the Community.
- **K. REMOVAL OF PETS.** Any pet that in Management's sole opinion, constitutes a nuisance or causes a Tenant's home or lot to become unsightly, must be removed from the Community, upon written notice by Management. Tenant is liable for all damage(s) caused by a pet.

#### L. DOGS.

- 1. The following breeds of dogs (or mixture of these breeds) are prohibited: Rottweiler, Pit Bull, German Shepherd, Akita, Chow-Chow, Dingo, Bull Dogs, Doberman, Boxer, Husky, Mastiff and Wolf hybrids. Properly trained and well-behaved house dogs of breeds normally weighing less than twenty-five (25) pounds at maturity, for which immunization and licensing in compliance with the local Animal Control Ordinance (or other comparable municipal ordinance accepted by the local Animal Control) is current and is maintained current are permitted, provided that their behavior does not in any way become a nuisance to neighboring Residents. Applicants for residence in the Community and Residents in the Community who wish to acquire a dog must provide evidence of such immunization and licensing to Community Management.
- 2. Dog owners applying for residence in the Community are required to demonstrate full control of their dog(s) and its acceptable behavior. If a complaint is received by Community Management regarding the behavior of a particular dog, which Community Management in its sole discretion determines to be valid, Community Management may require either that the dog be permanently removed from the Community or that the Residents provide evidence of successful formal obedience training by organizations operating to American Kennel Club standards, or equivalent.
- **3.** Dogs must be kept inside the mobile home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on the Resident's lot or on the common areas or entrances to the Community. When outside the confines of the home, all droppings must be immediately removed by the Resident. In no event may a dog be permitted to trespass on another Resident's property.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

- **4.** Dogs shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained but unattended outside the mobile home of the dog's owner. No outside dog houses, dog runs, cages, or other containers of any kind for the retention of pets will be permitted on a home site.
- **5.** Sustained barking by any dog for three (3) minutes or more at any time of the day or night constitutes unacceptable dog behavior.
- **6.** Community Management will investigate any and all written complaints concerning dogs from any neighboring Resident. When dog owners are determined by Community Management to be out of compliance, the dog owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these statutes.
- **7.** No pet with a history of biting or attacking any person shall be allowed or approved. Any Resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the Park.

#### M. CATS

- 1. Domestic cats, for which immunization and licensing in compliance with the local Animal Control Ordinance (or other comparable municipal ordinance accepted by local Animal Control) is current and is maintained current are permitted. Applicants for residence in the Community and Residents in the Community who wish to acquire a cat must provide evidence of such immunization and licensing to Community Management.
- **2.** Cats must be kept inside the mobile home except when taken outdoors on a leash for reasonable outdoor exercise periods.
- **3.** Cats shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained but unattended outside the mobile home of the cat's owner.
- **4.** Community Management will investigate any and all written complaints concerning cats from any neighboring Resident. When cat owners are determined by Community Management to be out of compliance, the cat owner will be given written notice of such non-compliance, which may lead to eviction for noncompliance under these statutes.
- **5.** Sustained howling which is audible outside the mobile home by any cat for three minutes or more at any time of the day or night constitutes unacceptable cat behavior.

#### N. BIRDS.

- 1. Pet birds whose singing or other noises are not audible outside the owner's mobile home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.
- 2. Community Management will investigate any and all written complaints concerning birds from any neighboring Resident; and when bird owners are determined by Community Management to be out of compliance, the bird owner will be given written notice of such non-compliance, which can lead to eviction for non-compliance.
- **O. OTHER.** No other agricultural or wild animals nor exotic creatures such as iguanas, snakes, ferrets, etc., or poisonous creatures are permitted in the Community.
  - 1. Residents shall be liable for and shall defend, indemnify and hold Landlord harmless from all personal injury or property damage caused by pets. Residents shall in addition, comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State with respect to dogs and other pets.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

- **2.** Pets belonging to overnight visitors of Residents must be boarded outside of the Community if such pets are deemed objectionable by any nearby Residents or by the Community Owner. Guest's Service Animals dogs are permitted.
- **3.** No outside dog houses, dog runs, cages, or other containers of any kind for the retention of pets will be permitted on a home site.
- **4.** Pets are specifically prohibited from the office and from other Community or recreation buildings or facilities.
- **5.** Feeding of stray or wild animals is prohibited.
- 6. Pets may not be tied or chained outside.
- 7. Tenant must have proof that their pets have had all required vaccinations.
- **8.** Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Community Management may, but is not obligated to, first attempt to return the animal to its home. In the event Management picks up the animal, a special service fee will be charged to the Tenant.

## SECTION 12. TRASH /GARBAGE / RECYLING / SEWER

Detailed garbage and recycling instructions are available from the Community Management.

- **A. TRASH / GARBAGE.** All trash, rubbish, and garbage must be securely bagged in plastic bags, put inside plastic garbage container with locking lid and securely closed at all times. Until ready for pickup, containers are to be placed in an area not noticeable from the street. Yard trash and cuttings must be put in plastic bags containing no trash. Limbs must be tied in bundles, none over 3 feet in length. Trash containers may not be placed at pickup location any earlier than 6:00 PM the evening prior to pickup service, and containers must be removed from pickup location within 12 hours of pickup service. Tenants are responsible for cleaning up any scattered or remaining residue resulting from collection. It is the Tenant's responsibility to remove any trash the garbage company will not handle.
- **B. SEWER.** Items such as but not limited to sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in mobile home or Community toilets or drains. Expenses or purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the Tenant whose mobile home occupies the space from which the foreign object originated. All costs of collecting the expense of purging the lines, including, a reasonable attorney's fee, in the event a Tenant fails to pay the expenses within five (5) days after written demand, shall also be the burden of such Tenant.

#### **SECTION 13. ANTENNAS and SATELITE DISHES**

A. ANTENNAS and SATELITE DISHES. In order to maintain an attractive Community, Tenants are strongly encouraged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas, which may be provided by management, as opposed to installing outdoor reception devices. Prior written permission from Community Management must be obtained before installation of any kind of antenna (over-the-air antenna, DBS satellite dish or multichannel multipoint antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer instructions. Outdoor reception devices must be installed on Tenant's home or on the ground of Tenant's home site in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01. 2011

**GUIDELINES FOR LIVING** 

JUNE 01, 2011

must be installed on the home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. No radio, CB or shortwave antennae is permitted at the mobile home lot or on the mobile home. "Rabbit ears" are permitted inside the mobile home as well as is any other inside receiving device.

- **B. INSTALLATION.** No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access to property located within the Community. Due to safety concerns posed by winds and the risk of falling reception devices and masts, outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Tenant is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance, or use of the reception device.
- **C. LIABILITY INSURANCE.** A policy of liability insurance covering such injury or damage must be maintained by Tenant and proof of such insurance must be provided to Management. Upon the removal of the outdoor reception device or the termination of Tenant's tenancy, Tenant must restore the home site to its original condition. If Tenant violates any of the above rules, Management may bring an action before any court of competent jurisdiction for declaratory relief and Management may recover from Tenant a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these rules. The laws applicable to the Guidelines described above are subject to interpretation and change. Therefore, Tenants are advised that future changes in the law, court decisions and rulings may affect their rights and obligations regarding the installation of reception devices.

#### **SECTION 14. RESIDENT CONDUCT**

The tenants and occupants of Belmor Park are entitled to freedom from disturbance by loud noises or any other action detrimental to the well-being of any of the tenants or occupants of the park.

- **A. CONDUCT and NOISE.** Noise or conduct which Community Management finds objectionable, which disturbs the peaceful enjoyment of the Community by neighbors, or a nuisance to other Residents or which constitutes a breach of the peace is prohibited. Loud noises, annoying parties, abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the mobile home or inside the mobile home if audible outside the home, are not permitted in the Community. All Residents and their invitees and Guests must conduct themselves in an orderly fashion and must ensure that their pets behave in such a manner as not to annoy, disturb or interfere other Residents of the Community. Residents are requested to keep noise levels from whatever source to a minimum. Noise which can be heard outside of your lot will be considered too loud. Written complaints filed with Community Management by other Residents concerning noise or disturbances caused by another Resident or such Resident's Guests shall be considered as evidence of a violation of these Guidelines.
- **B. ALCOHOL / SMOKING.** No alcoholic beverages may be used or consumed on or in any common area or recreational facility of the Community without written permission from the Community Management and will be limited to the following activities: sanctioned Belmor Community Club events, resident use of the golf course, or authorized rental of the Clubhouse for private parties. Smoking is not allowed in the clubhouse or any other community structure or within twenty five feet of any entrance, window, or ventilation opening.
- **C. GUEST CONDUCT.** Residents will be held responsible for their Guests' conduct. Guests may not sleep in vehicles. See Section 14, GUESTS, for further details.
- D. ILLEGAL DRUGS WILL NOT BE PERMITTED.
- E. CRIMINAL ACTIVITY in COMMUNITY.

	1. Resident,	members of Resident's	household,	Resident's	Guests or of	ther persons	under Re	esident's
INITIALS	;	DATE			BELMOR	PARK RULES	and REGUL	_ATIONS

control or on the lot with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.

- **2.** Resident, members of Resident's household, Resident's Guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, in the Community.
- **3.** Resident, members of Resident's household, Resident's Guests or other persons under Resident's control or on the lot with Resident's permission or consent, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a Guest.
- **4.** Resident, members of Resident's household, Resident's Guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, lot or anywhere else.
- **5.** Resident, members of Resident's household, Resident's Guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any illegal activity, including but not limited to prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, the unlawful discharge of firearms or use of fireworks on or near the leased lot, or any breach of the Lease Agreement that jeopardizes the health, safety, welfare or peaceful existence of the landlord, his agent(s), or other Residents, or involving imminent or actual property damage.
- **6.** VIOLATION OF THIS RULE SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for immediate termination of the Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- **F. TRESPASSING:** There shall be no trespassing on other Tenant's lots. All tenants shall be responsible for any damage caused by themselves or their guests to other Tenant's lots or the Park premises.
- **G. FIRES.** Open fires may not be built on Community property.
- **H. FIREARMS or FIRECRACKERS.** No firearms or firecrackers are to be discharged in the Community.
- I. LOITERING. Residents shall not loiter or wander on the streets of the Community after the hour of 9 p.m.
- **J. FEEDING of ANIMALS.** Residents shall not feed any animals in the Community except pets approved in advance in writing pursuant to the requirements of Guideline 10 above.
- **K. TENANT ABSENCE FROM COMMUNITY.** Tenants are requested to notify the Community Manager of the period during which the mobile home is vacant.
- **L. YARD SALES.** Yard sales are not permitted in the Park without permission from Community Management and will only be allowed twice a year for any Tenant. Yard sales can be either contained within the home or in the Tenant's parking area only. Dates, times, and confirmation of daily cleanup will be required by Management prior to approval.

## **SECTION 15. GUESTS**

Guests	shall	not	be p	permitted t	to res	side or stay	in the Comm	nun	ity in the a	absence of	the	Residen	ıt. All
persons	who	are	not	registered	with	Community	Management	as	approved	Occupants	of a	a mobile	home

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		1UNF 01, 2011

**GUIDELINES FOR LIVING** 

JUNE 01, 2011

within the Community and who are in the Community at the invitation of the Tenants thereof, are defined as Guests.

- **A. FOUR (4) DAY REGISTRATION REQUIREMENT**: Guests staying with an authorized tenant more than four (4) consecutive days must register with the Management office. In the event any person is on park property without having registered as a guest or without approval to remain on Park property as a guest, that person shall be considered a trespasser and shall be required to vacate upon demand or be subject to a trespass action in King County Superior Court.
- **B. CONDUCT:** Residents shall be solely responsible for the conduct of their Guests. All Guests must comply with the Community Guidelines. Tenants are responsible for any loss or damages caused by their guests.
- **C. GUEST USE OF FACILITIES:** Guests are not permitted in any recreation/common area/facility unless accompanied by an authorized tenant.
- **D. VISITING CHILDREN/GRANDCHILDREN**: All visiting minor children must be under the supervision of an approved adult tenant at all times anywhere in Belmor Park including, without limitation, at the clubhouse, pool, spa, common areas or golf course.
- **E. LENGTH of STAY:** The maximum visitation by any authorized guest of any age in a twelve-month period shall not exceed thirty (30) consecutive days. Any guest remaining in the Park more than 30 days will be considered a Prospective Tenant and must apply to be approved as a Tenant/Occupant. If such Prospective Tenant's application is approved to be in the Park, a Rental Agreement or Additional Occupant Agreement must be signed by such person. If the application is denied, that person must vacate the Park upon at least seven (7) days written notice to the host Tenant.
- **F. 30 DAY APPLICATION REQUIRED:** Management has the right to require an application for occupancy and/or tenancy for guests visiting longer than 30 days.
- **G. MANAGEMENT DISCRETION:** If Management in its sole discretion determines that a guest poses harm to the health, safety, or welfare of the Park community, either at time of arrival or at any time thereafter (even if approval was initially granted), management may demand the departure of such guest. Failure to depart will result in such guest being evicted or the subject of a criminal complaint for trespass.

## **SECTION 16. CARE PROVIDERS**

- **A. MANAGEMENT APPROVAL.** Care providers of any type must be approved by Community Management. Approval will be determined by the results of a background, reference check, and criminal history check.
- **B. LIVE-IN CARE PROVIDERS:** Prior to allowing a LIVE-IN CARE PROVIDER to move into Tenant's home, Tenant must provide Management with the following: (1) Written proof that the care provide is over eighteen (18) years of age; and, (2) a copy of the Tenant's approved plan of treatment ordered by the tenant's physician. The Live-in care provider must execute a "Live-In Care Provider Agreement" and shall comply with the Park Rules and Regulations, the terms of the Tenant's Rental Agreement, and the Manufactured/mobile Home Landlord Tenant Act. The live-in care provider shall not be considered a Tenant of the Park and has no rights of tenancy in the Park. In the event the aided tenant no longer resides at the Park, the care provider must vacate the Community within 15 days.
- **C. PERSONS PROVIDING CARE to DISABLED TENANT(S):** Any person who is providing aid or accommodation to a tenant who is disabled must register with and be approved by Community Management Such person may remain in occupancy so long as such person is providing aid or accommodation and the aided tenant is a resident of the Park. In the event the aided tenant no longer resides at the Park, the person providing accommodation must immediately vacate the Community.

		live-in care provider or a person providing care to a tenant is
abusive to the tenant	or is not providing care	or accommodation to tenant, Community Management may
ΙΝΙΤΙΔΙ S	DATE	RELMOR PARK RULES and REGULATIONS

demand such person's departure and require a replacement person to provide such care or accommodation as is required by the tenant.

#### **SECTION 17. USE of RECREATION FACILITIES**

**RECREATION FACILITIES – CLUBHOUSE, POOL, SPA, SAUNA, and GOLF COURSE:** The recreation facilities are here for the use of all tenants and their registered guests. Guests must be accompanied by tenant when using any Park facility. Rules posted in the common or recreational areas will be strictly enforced. The recreational facilities are provided for use by Residents and their Guests on a "USE AT YOUR OWN RISK" basis. Tenants are asked to keep the exercise room, showers, spa, saunas and pool areas clean, and abide by the rules posted. Continuous abuse through carelessness will result in restriction from the recreation area.

- **A. CLUBHOUSE.** Facilities in the clubhouse are for the use of tenants and registered guests 18 years and older. The clubhouse is private and security locked for the protection of all park tenants. Everyone using the clubhouse must conduct themselves in an orderly fashion.
  - **1. CLUBHOUSE RENTAL.** With Management approval, a tenant may reserve the main hall of the clubhouse for a private party of fewer than 150 people, providing the party is hosted by a tenant. Nontenants are not allowed to rent the clubhouse. Coordinate directly with the Management office to schedule a party. A complete set of Clubhouse rental rules is available from Management.

To reserve the clubhouse, a deposit fee and a non-refundable rental fee are required from the resident. There will be no charge to use the clubhouse for a tenant memorial service.

The clubhouse must be left clean and orderly after any social gathering. The clubhouse must be cleaned IMMEDIATELY after the party and, after inspection, if found to be in order, the deposit fee will be returned to the tenant host.

- **2. LAUNDRY ROOM.** The laundry room is for Tenant use only. Please leave washing machines, dryers and laundry room clean. Remove all clothes from machines as soon as they are finished. No dyeing or tinting permitted in machines.
- **B. POOL:** The swimming pool is available daily from 6:00 am to 11:00 pm. The pool is for the exclusive use of the Tenant's and their guests. Guests must be accompanied by a Tenant at all times in the pool area. NO LIFEGUARD IS PROVIDED. A complete set of swimming pool rules is available from Management.
- **C. SPA and SAUNA**: The spa and sauna is for the exclusive use of the Tenant's and their guests and limited to persons eighteen (18) years of age or older.
- **D. GOLF COURSE:** Tenants using the golf course must purchase a Belmor Golf Tag which must be displayed on their golf bag at all times while playing. Guests must be accompanied by their Tenant Host with a maximum of ONE FOURSOME per Tenant tag. Players under 18 MUST be accompanied by parent or grandparent who is a Tenant of the park. Belmor Park Golf Rules of Etiquette MUST BE FOLLOWED. Rules are posted on No.1 tee and are a part of the Park Rules and Regulations. A complete set of golf course etiquette and rules is available from Management.

# SECTION 18. COMMUNITY OWNER ACCESS to MOBILE HOME and MOBILE HOME LOT

In an emergency situation, the Community Owner may enter a mobile home lot and/or mobile home to prevent imminent danger to a Resident of the mobile home or to the mobile home itself or to the Community. Additionally, at all reasonable times, the Community Owner may enter onto the mobile home lot for purposes of repair and replacement of utilities and protection of the mobile home Community.

# **SECTION 19. SOLICITING OR PEDDLING**

	SECTION 19. SOLICITING	OK PEDDLING
Door-to-door soliciting or	peddling is not permitted in this Co	mmunity.
INITIALS	DATE	BELMOR PARK RULES and REGULATIONS GUIDELINES FOR LIVING

#### **SECTION 20. BUSINESSES**

No business or commercial enterprises shall be permitted to operate from or within the Community, and no advertising signs may be erected on the Tenant's lot or mobile home. Babysitting for compensation is a commercial enterprise and is prohibited within the Community except by written consent of management. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed; however, if complaints about such babysitting activities are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident(s). A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or state law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Community Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (vi) involves the purchase of a mobile home or of any interest in a mobile home for the purpose of resale, leasing, renting or other business use.

#### **SECTION 21. LAWS**

All federal, state, and county laws, and all local regulations or ordinances must be obeyed by the Residents and their Guests.

## **SECTION 22. WEAPONS**

The use or display of weapons in the Community by Residents or Guests is prohibited, including firearms, air rifles, slingshots, or any other type of weapon.

## **SECTION 23. PATIOS OR DRIVEWAYS**

Only standard lawn or patio furniture will be permitted on patio, lawn or driveway. The patio and driveway are not to be used for storage of any items, including household furniture and appliances, boxes, lawn equipment, exercise equipment and motor vehicles.

# **SECTION 24. UTILITIES**

- **A. REPAIRS:** PARK MANAGEMENT may from time to time disconnect utilities for repairs, alterations, or additions and shall not be responsible for interruption or surge of any utility service. TENANT shall not impede or obstruct access to any manhole, utility line or meter. TENANT shall contact the Management prior to conducting any utility repairs.
- **B. TENANT RESPONSIBILITIES:** Tenants are responsible for all utility connections, including, electric, gas, telephone, water and sewer lines from the home's point of connection to the Park's or utilities underground service/supply lines. It is the responsibility of the Tenant to contact the locator service and the Management office if they are going to be doing any type of digging whatsoever. The Tenant shall not damage or in any way tamper with utility lines and shall be responsible for all utility charges made for service to Tenant's lot.

#### **SECTION 25. LIENS**

To the extent permitted by law and contract, the Community will have a legal possessory lien on the Tenant's mobile home located within the Community for any unpaid lot rental amount, including late charges and utilities, assessment of damages caused by Tenant or Residents or Guests, and for any other recoverable expense under these regulations. Tenant shall not remove or sell such mobile home without making full payment of all such outstanding lot rental amount.

## SECTION 26. COMPLAINTS and NOTICES.

ΑII	compla	aints	must	be	made	in	writing	at	the	office	of	the	Commu	ınity.	If yo	ou h	nave	any	comp	laints,
rec	ommer	ndatio	ns, et	c., p	lease	disc	cuss the	m	with	the Co	mm	nunit	y Manag	gement	. Av	oid′	pass	ing r	umors	on to
oth	ers. Co	ome t	to the	offic	ewe	will	be glad	d to	do	everyth	ning	pos	sible to	correct	unfa	air s	ituati	ons.	Comr	nunity
Ma	nagem	ent is	not re	espo	nsible	for	delivery	of	pers	sonal n	otes	s, me	essages	, etc.						

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		1UNF 01, 2011

#### **SECTION 27. MAINTENANCE REQUESTS**

All requests for park maintenance must be: (1) submitted to Community Management in writing at the Community office; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting Resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management.

#### **SECTION 28. USE AND OCCUPANCY**

The lot shall be used solely for the purposes of placing a mobile home thereon for the residential use and occupancy of Resident. Without prior written consent of the Community Owner or Manager, the lot may not be occupied by more than two (2) persons per bedroom.

#### **SECTION 29. LIABILITY FOR DAMAGES**

Community Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident, or any Occupant, Guest, or invitee on the lot, caused by: (a) any condition of the lot of the Community; (b) any act, fault, or neglect of any Resident or Occupant of the Community, or of any Guest or invitee of any Resident or Occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage odors, electrical current, insects, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Community Owner's active or willful misconduct. Resident shall indemnify and hold Community Owner harmless from any loss, cost, damage, or expense arising out of any claim asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any Resident of the lot, or of any Guest or invitee of any Resident of the lot.

#### **SECTION 30. INSURANCE**

The Community Owner does not provide insurance for Tenant's mobile home or any of Resident's other personal property located on or about Community property including that located on the leased lot. Resident is responsible for obtaining insurance, at Resident's expense, to cover loss or damage to his mobile home or personal property.

## **SECTION 31. GOVERNING LAW**

The Community Owner-Resident relationship created by the Lease Agreement shall be governed by the law of the State of Washington.

#### SECTION 32. SUBLEASING, SUBLETTING, or RENTING

No portion of the lot or mobile home may be subleased, rented or leased by Resident. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void, and shall constitute a default by Tenant under the Lease Agreement. Mobile home spaces are assignable only if the Tenant follows the provisions in RCW 59.20.073 for the transfer of tenancy. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this provision, or of the acceptance of the subtenant or Occupant as tenant, or as a release of the Resident(s) from further performance by Resident(s) of the provisions of the Lease Agreement.

## **SECTION 33. LEASE AGREEMENT TERMS and CONDITIONS**

A written Lease Agreement will be required of all New Tenants prior to occupancy. Whether or not Tenant chooses to execute a written Lease Agreement, Resident is subject to the same terms and conditions as Tenants who have executed Agreements. All of the terms and conditions of the Agreement are specifically incorporated herein by reference as Guidelines for Community Living governing the tenancy. Resident may only assign the Lease Agreement, or any interest therein in accordance with RCW 59.20.073.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS
		GUIDELINES FOR LIVING
		JUNE 01, 2011

#### **SECTION 34. DEFAULT AND EVICTION**

Any violation of the Guidelines for Community Living, the Lease Agreement or State law, shall, at Community Owner's option, be grounds to terminate the Lease Agreement, and any Resident, together with Tenant's mobile home, shall be subject to eviction in accordance with the procedures set forth in state law.

# **SECTION 35. WAIVER**

No waiver of any default by Resident shall be implied from any omission by Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lease Agreement by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by Resident requiring Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Resident. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.

## **SECTION 36. SPECIAL EXCEPTIONS**

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Guidelines for Community Living when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents; so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Community. For example, variances to these Guidelines for Community Living may be granted by the Community Manager due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

#### SECTION 37. SPECIAL RULES INCORPORATED BY REFERENCE

Other rules of conduct concerning the use of the Park's facilities are posted throughout the Park and by this reference are incorporated herein as though set forth in full. Posted speed limits, pool rules, recreation rules, golf rules, and all other notices are made a part of these Park Rules and Regulations and are incorporated herein by reference. Tenants and guests must read and follow all posted rules.

#### **SECTION 38. AMENDMENTS and EFFECTIVE DATES**

Management reserves the right to change, amend, or add to theses Park Rules and Regulations at any time as it deems necessary for the continued maintenance of high standards for the Belmor Park residential community. The date of notice establishing these Park Rules and Regulations is April 29, 2011 with the actual effective date being June 01, 2011.

INITIALS	DATE	BELMOR PARK RULES and REGULATIONS GUIDELINES FOR LIVING JUNE 01, 2011

## ADDENDUM B - PARK RULES and REGULATIONS

## **SECTION 39. ACKNOWLEDGEMENT**

The undersigned acknowledges receiving a copy of and reading with understanding, these Park Rules and Regulations. Furthermore, the undersigned agrees that failure to abide by any of these Park Rules and Regulations may result in eviction. Continued residency and payment of rent acknowledges and affirms that the recipient of this document has the obligation to abide these Park Rules and Regulations as "Addendum B" to the Rental Agreement. The absence of signature(s) on this "Addendum B" does not relieve an approved Tenant from legal responsibility to adhere to these Park Rules and Regulations.

Understood and agreed to this	_day of	,
Resident Signature		Date
Resident Signature		Date