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 **Rules and Regulations**

Welcome to Allimor Estates. These Rules and Regulations have been written for your general welfare, safety, and enjoyment. Your compliance is required in order to maintain superior community standards.

The term “Resident” or “Tenant” includes any tenants and/or occupants. The tenant and resident is responsible for compliance of any guests with these Rules and Regulations. The term Manufactured Home is used but shall also apply to Recreational Vehicles in the Community, where applicable.

**A. General Administration and Occupancy**

1. All tenants must complete and sign a yearly rental agreement. New applicants must submit a rental application together with a non-refundable screening fee. Please be aware of the fact that the number of people that are allowed to reside in each residence is restricted by your Lease and these Rules and Regulations.

2. All monthly rental fees and other charges are payable on or before the first day of the month. If not postmarked by midnight of the Fifth (5th) day of the month, late charges will be assessed at Fifty-dollars ($50.00). Any tenant whose check is returned for any reason will be assessed late charges and bank fees of no less than forty ($35.00) per NSF. After a

 second NSF check, the tenant is to pay by money order or certified check.

3. Persons not listed on the original application who desire to became permanent tenants in a Manufactured in the park or with another tenant must apply with and be approved by management. All persons living in the Manufactured home must be registered with management regardless of age.

4. All Manufactured homes shall be owner-occupied. Subletting and assignment of the rental agreement is prohibited except for assignment of a rental agreement upon the approved sale of a home under RCW 59.20.073.

5. The failure of the Landlord to insist upon strict performance of any of the provisions of these rules and regulations/agreement or terms of the Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or a relinquishment of any such or any other covenants or agreements, but the same shall be and remain in full force and effect. Landlord reserves the right to amend these Community Rules and Regulations by written notice to residents.

6. Your tenancy arising out of the Lease agreement and these may be terminated by the management during the term hereof for any one of the following reasons pursuant to RCW 59.20.080 of the “**Washington State Manufactured Home Park Landlord Tenant Law as amended”**. The Owner will be sent a copy of any papers that are served upon Tenant.

A) Substantial violation, or repeated or periodic violations of the rules of the park that are established by management at the inception of the tenancy and amended periodically or as assumed subsequently with the consent of the tenant or for the violation of the Tenant’s duties as provided in RCW 59.20.140. The Tenant shall be given written notice to cease the rule violation immediately. The notice shall state that failure to cease the violation of the rule or any subsequent violation of that or any rule shall result in termination of the tenancy and that the tenant shall vacate the premises within fifteen (15) days: **PROVIDED FURTHER,** that in the case of a violation of material change in park rules (a change in rules regarding pets, tenants with children or recreational facilities) the Tenant shall be given written notice under RCW 59.20 of a six (6) months period in which to comply or vacate.

 a. Non-Payment of rent or other charges specified in the Rental Agreement upon five (5) day period in which to pay up or vacate. Also provided in the three (3) violation rule.

 b. Conviction of the tenant of a crime, commission of which threatens the health, safety or welfare of other park tenants. The tenant shall be given written notice of a fifteen (15) day period in which to vacate.

 c. Failure of the tenant to comply with local ordinances and state laws, and regulation relating to Manufactured homes or Manufactured home living within a reasonable time after the Tenant’s receipt of notice of such noncompliance from the appropriate governmental agency.

 d. Engaging in “Criminal Activity” which means a criminal act defined by stature or ordinance that threatens the health, safety or welfare of the tenants or community as a whole. A park owner seeking to evict a tenant under this section need not produce evidence of criminal conviction, even if the alleged misconduct constitutes a criminal offense. Notice from a law enforcement agency of criminal activity constitutes sufficient grounds, but not the only grounds, for an eviction under this subsection. Notice of seizure of illegal drugs under RCW 59.20.155 is evidence of criminal activity and is grounds for eviction of criminal activity and is grounds for eviction under this subsection. If criminal activity is alleged to be a basis of termination, the park owner may proceed directly to an unlawful detainer action.

 e. The tenant’s application for tenancy contained a material misstatement that induced the park owner to approve the tenant as a resident of the park, and park owner discovers and acts upon misstatement within one (1) year of the time the resident began paying rent.

 f. If the management serves the tenant with three (3) fifteen (15) day notices within a twelve (12) month period to comply or vacate for failure to comply with the material terms of the rental agreement or park rules. The applicable twelve (12) month period shall commence on the date of the first violation.

 g. The tenant engages in disorderly or substantially annoying conduct upon the park premises that results in the destruction or the rights of others to the “peaceful enjoyment and use of the premises” the management shall give the tenant written notice to comply immediately. The notice must state that failure to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen (15) days.

 h. Failure to pay rent by the due date provided for in the rental agreement three or more items in a twelve (12) month period, commencing with the date of the first violation after service of a five (5) day notice to comply or vacate.

7. In the event the Tenant or Lot Owner fails to comply with a written demand to comply with any of these rules or regulations, then Landlord, in its sole discretion, may take such action as it deems necessary and the cost of such action shall be the responsibility of Tenant. For example, if Tenant fails to clean up the Lot, the Landlord may have the Lot cleaned and the costs of such cleanup shall be the responsibility of Tenant.

**B. Manufactured Homes**

1. Manufactured homes with lap or wood siding, gable roofing, composition shingle, wood shingle or tile roof shall be accepted. Used homes must be inspected and approved by Landlord. New residents have viewed their prospective Lot and accept it as is, and shall not rely on the community owner to revise the Lot in any way, unless agreed in writing and made a part of the Rental Agreement for the Lot. It is understood that any trees on the Lot are the responsibility of the new resident, but that Landlord may alter any tree on a lot at its sole discretion.

2. Each Lot is assigned a number. The resident is responsible for purchasing and placing such number (6”) on their home, on the side facing the community street, approximately five feet from the ground. This is to be placed as soon as possible after the home is placed, but no later than 15 days of commencement of lot rental. Emergency vehicles must be able to locate your home easily. To ensure consistency, Landlord shall specify the format of the numbers and shall replace numbers on each lot if necessary at a cost of $15 to the resident.

3. All homes must be set in order to meet code requirements. The resident is responsible for ensuring that permit requirements are met and all inspections are finalized. At no time shall heavy equipment enter upon and perform any services on the Lot or other grounds of the community without prior approval of Landlord. Soil belongs to the community and shall not be removed by resident or resident’s contractors or agents.

4. Skirting shall match the home, be maintained in good condition, and be placed within sixty (60) days of occupancy. Approved porches and decks must be installed with 30 days. Steps and porches must meet code requirements with appropriate railings and must be maintained. Plans for decks, patios, steps and porches shall be submitted to Landlord for written approval prior to installation. Dealer steps are not allowed as permanent steps. Any other improvements, such as room additions,

 Carports, cabanas, screened enclosures, etc. must have prior written approval of Landlord.

5. If residents choose to add awnings or patio covers, plans shall be submitted to Landlord for written approval prior to installation. Any improvements made by resident are the sole responsibility of the resident and are not permanent structures.

1. Wooden storage sheds are allowed with written approval of Landlord prior to assembly. No storage shall be permitted around the exterior of the Manufactured home, under or around carports and storage shed, or on the Lot area, such as lawn mowers, car parts, bottles, wood, tires, etc. Firewood may be stored in neat order in an approved location on the Lot of those residents who have wood burning stoves and fireplaces. No storage of any kind shall be allowed underneath the Manufactured home. This prohibition against storage includes building materials, ladders, tires, furniture, and everything whether it is listed specifically or not.

7. All Manufactured Homes and RV’s shall be kept in good condition. Any defects or damages such as broken windows, skirting, roofing, gutters, porches, stairs, etc. shall be repaired as soon as possible.

**C. Utilities**

1. Tampering with Park electrical, water, or sewer connections is strictly forbidden. No posts or stakes of any kind 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 meter, or water standpipe.

2. Tenant is responsible to the Park’s point of supply for proper connections, maintenance, and obtaining necessary government approvals for all sewer, water, electrical, cable television, if appropriate, and all other utility hook-ups. Such installations shall be made in accordance with all applicable laws.

3. Frozen water lines from the Tenant’s Manufactured home to the Park’s point of supply are the responsibility of Tenant. During freezing weather, Tenant must install and maintain heat tape and/or pipe insulation on all water lines, including pipes, hoses, and supply valves. Water

 Lines will freeze if not protected from freezing weather. Water leaks between the Manufactured home and the hook-up point furnished by the Park are the responsibility of Tenant.

4. Utilities may be temporarily disconnected from time to time for repairs, alterations, or additions. Landlord is not responsible for interruption or utility services for repairs, alterations, or additions.

5. The garbage disposal company shall provide suitable sanitary garbage cans or containers for garbage and refuse. No garbage or refuse shall be deposited outside these cans and containers. The containers shall be kept clean and odor free. Garbage and refuse shall be wrapped or bagged and placed in the can or container on the Tenant’s lot, out of view from the Park roads. Weekly, on the specific day designated for garbage pick-up, the can or container shall be placed on the roadway in front of Tenant’s lot for garbage pick-up. No materials may be disposed of that are prohibited for garbage pick-up by the garbage utility.

1. Only human waste and toilet paper may be disposed of in the sewer system. All other materials are prohibited. Tenant is responsible for any damage or plumbing costs resulting from their disposal of any items into the sewer system. Do not put sanitary napkins, paper towels, diapers, oil or grease, toxic or hazardous substances, or any foreign objects in the sink or toilet. Use only biodegradable products.
2. Tenant is responsible and shall bear the cost of removing any and all waste and garbage from the lot. If refuse or garbage is not cleared upon notice by Management, clean up will be contracted out by Management at Tenant’s expense, $70.00 per hour for labor and any other costs.

**D. Landscaping Requirements/Home and Lot Maintenance**

1. Each resident may arrange their space in a way which they find attractive as relates to lawn, shrubbery, ground cover, flowers, etc. All tree pruning and removal are the responsibility of the resident on whose lot the tree is situated; however, trees and shrubs shall be regularly trimmed and kept from growing against the Manufactured Home.

2. Trees that will grow above 6 feet in height are not to be used as the root system will damage the underground utilities. Examples are Fir, Maple, Cherry and any other deciduous tree that will have a large root system. Major landscaping needs to be approved by Landlord.

3. The Manufactured home and Lot are to be maintained by the resident in first class condition. This includes regular washing of Manufactured home and paint as necessary. Any color change shall be approved in writing by Landlord prior to commencement of painting. Maintenance also includes regular weekly mowing during the growing season, trimming, pruning, weeding, fertilization, etc. Landlord reserves the right to commence maintenance on any lot, with a labor and material charge being assessed. Residents shall be given advance day notice of Landlord’s intent to initiate such maintenance. Billing for services to be paid with the next month’s rental. This also applies to furniture, appliances, etc.

4. When a resident is on vacation or plan to be away from their home for a length of time, they are responsible for having someone maintain their home and Lot while away. Please notify Landlord of departure and return dates if you wish to have drive-by-checks made. Landlord shall not collect mail for residents at any time.

5. No fences are allowed on any Lot without prior written approval of Landlord.

6. No furniture shall be stored outside the Manufactured home except standard patio furniture. Household appliances, exercise equipment, kitchen tables/chairs, etc., are prohibited.

1. Holiday decorations shall be removed within 30 days after the celebrated holiday. This includes Christmas lighting and window stickers. Political campaign signs may be placed in the window of a resident’s home and removed after elections. At no time shall offensive signage be placed at any location within the community. **FIREWORKS ARE NOT ALLOWED.**
2. No alterations to the Manufactured home of Tenant or additions of rooms, cabanas, patios, enclosures shall be made to the Manufactured home or lot without first being submitted in writing and signed approval obtained from the Management and then getting all proper permits, and submitting them to management. Post are not to be driven in ground without consulting Management because of the danger to underground utilities. All work is to be at the expense of the Tenant.
3. Outside satellite dishes and television antennas are prohibited except for a direct broadcast satellite dish 39 inches or smaller in diameter designed to receive video programming through direct satellite service or multipoint distribution service or other antenna designed to receive over-the-air broadcast signals from local broadcast television stations. Landlord shall approve in writing the location and installment of such dishes or antennas.
4. There is **No dumping allowed** between the park and the cemetery.

**E. Resale**

 1. If Tenant desires to sell their Manufactured home in place without moving it out of the Park, Management must be notified in writing within 30 days of the intended transfer pursuant to RCW 59.20.073. No Manufactured home can remain in the Park after sale unless the buyers have been approved in writing by Management and have signed a new rental agreement or assumed an existing rental agreement.

1. The selling tenant is responsible for all rent and other charges until the prospected purchaser signs a new agreement with the Park Management and begins paying rent.
2. All prospective purchasers of a tenant’s Manufactured home must submit an application and the then current application fee for residency to Management in advance of purchase.
3. The assignment of the rental agreement is conditioned upon the following conditions: (1) Management approved in writing the assignees credit report, prior rental history, criminal check, and other factors and the cost thereof is paid by the prospective tenant. (2) Tenant is not in default of said Lease and all rent payment and late expenses are current and are paid to date before assignee taking possession. (3) The Manufactured home condition, accessories, skirting, and landscaping is deemed satisfactory by Management and written verification thereof has been issued by Management. (4) The Assignee approves all of the terms and conditions of the Lease and Rules and Regulations of the Park and agrees to perform the duties and obligations as required by the Lease. (5) Management reserves the right not to release the Tenant from any liability under the Lease during the present term of the Lease. However, no lease assignments will be allowed for homes or lots not in compliance with park rules.

**J. Homeowners and Guests**

1. After 7 days, Landlord has the right to require application for occupancy and/or tenancy.

2. The resident is responsible for the actions of other occupants of the Manufactured home, guests and licensees.

 3. Landlord reserves the right to prohibit any person who violates these Community Rules and Regulations from returning to the community as a guest or in any other capacity. No unauthorized persons are permitted to loiter on the streets or in the community.

4. No commercial enterprise or business shall be allowed to operate within the community. Day care centers shall not be approved. Soliciting is not permitted within the community.

5. No Firearms or Fireworks may be discharged in the Park.

6. Tenants and their guests shall only conduct recreational activities on their own lots.

7. No alcoholic beverages are permitted outside the Tenant’s Manufactured home or lot.

8. All complaints, except emergencies, must be in writing (in English), signed by the Tenant, and submitted to the Landlord.

9. Tenants, occupants, or guest shall not trespass on other Tenants’ lots.

**G. Pets**

1. Small indoor pets (dog or cats) under 25 pounds are acceptable with a maximum of two (2) pets per Manufactured home. No livestock, poultry, rabbits or any kind of animal other than domestic pets shall be kept on any part of the Lot. **All pets must be approved.**

2. Your pet must be neutered or spayed. You must also see that their vaccinations are up to date.

3. All pets must be kept inside, unless on leash. Pets are not to be leashed out of doors while the resident is away from the home. Outside doghouses, kennels or runs are not permitted. When outside the home, pets must be kept on a line five feet in length maximum. Animal waste must be disposed of in a prompt and sanitary manner.

4. The resident shall not allow their pet to cause any disturbance to another resident or create a health hazard within the community.

5. Any dog that bites any resident or guest must be permanently removed from the community within twenty-four (24) hours. The pet owner accepts all legal liability and responsibility.

6. No resident shall keep a Pit Bull (American Staffordshire terriers), Rottweiler, Chows, Dobermans, German Shepherds, or Wolf-hybrids, or any dog deemed dangerous as a pet.

1. **ABSOLUTELY NO BREEDING WILL BE ALLOWED** in the Manufactured home park.
2. Companion animals for people with disabilities, are not subject to the weight restrictions.
3. No guests shall bring any animal into the park.
4. Tenant is responsible for cleaning up after their pets.

**H. Vehicles and Storage of Vehicles and Boats and Trailers**

1. The speed limit for all vehicles within the park shall be Ten (10) miles per hour.

2. Operators of any motorized vehicles within the community must have a valid driver’s license and proof of insurance at all times.

3. On-site parking is provided for two (2) cars at each space**.** No parking on street, lawns or landscaping at any time. There is no guest parking provided by the park. Guest must either park in tenant’s driveway or off site. **Vehicles found to be in violation of this rule will be towed at the car owner’s risk and expense.**

4. Carports are only to be used for the covering of owners cars that are in running conditions (presently in use and legally licensed). No derelict, wrecked cars, junked cars are permitted on the Manufactured home lot or street. No storage of personal items are allowed in Carports. No boats of any type are allowed to be stored on lot. No trailers of any type shall be allowed on lot.

1. No commercial vehicles larger than a quarter-ton truck shall be parked or stored in the Park. Commercial vehicles may be parked in the park for a limited period, not more then four (4) hours, without prior approval of Landlord.
2. Repair of vehicles in the park is prohibited. Except minor repairs that can be completed within twenty-four (24) hours. Working on vehicles on the street is prohibited.
3. Residents washing a vehicle are responsible for cleaning up any residual dirt or mess caused by the washing, and a hose and shut-off valve are to be used to prevent water from running continuously. Oil and other materials spilled on any road or parking surface must be removed immediately. The resident shall be held responsible for damage to driveways, the lot, or other community roadway or grounds due to dripping oil, fluids, anti-freeze, etc, Guest are not permitted to wash or work on their vehicles in the community.
4. Motorcycles, Mini-bikes, motor-scooters, etc, are permitted as transportation to and from the park. They must be equipped with quiet mufflers. **JOYRIDING THROUGH THE PARK IS PROHIBITED!**
5. All car stereos must not be able to be heard from no more then seventy-five (75) feet.
6. Management assumes no responsibility or liability, nor is insurance provided for damage to any vehicle, unit or items parked or stored in any area of the park.
7. Vehicles not in operating condition or without current license plates shall not be allowed to remain in the park.

12. Parking of vehicles shall be in spaces assigned by Landlord in its sole discretion.

**I. Signs.**  No signs or other advertising devices shall be erected or maintained upon any part of the lot, except that a sign not larger than 18 by 24 inches advertising the Manufactured home for sale may be displayed and maintained. The sign must contain the words **“All persons must be approved by Management prior to moving into the Park”** that can be easily read from the street in front of the home.

**J. Quiet Hours**

1. The park maintains quiet hours from 9:00 p.m. to 9:00 a.m., during which time radios and other devices must be operated at low volumes to not 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 are prohibited.