

CEDAR GLEN MOBILE HOME PARK, LLC.

Senior Housing Community

Rules & Regulations

CEDAR GLEN, a 55+ Manufactured Housing Community (“CEDAR GLEN” and/or “COMMUNITY”) is a desirable and attractive place for persons’ age 55 and over to live. The purpose of these rules and regulations is to help maintain an environment enjoyable, attractive, and safe for all residents of CEDAR GLEN. These rules and regulations shall apply to all residents of CEDAR GLEN, their families, and invitees.

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

Persons intending to reside at CEDAR GLEN must meet age qualifications. Any person not meeting age qualifications may be legally denied occupancy unless such person meets a Federal exemption. Any person interested in occupying must not only make application with the park and receive written authorization to reside at CEDAR GLEN, but must also verify age. Proof of age may be requested by management at any time.

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

1. RENT

The office is open Monday, Tuesday, Thursday and Friday, 8 am to 4 pm. Please conduct business during office hours. Please issue all rental check or money orders to Cedar Glen Mobile Home Park, LLC.

PAYMENT BY CHECK: All checks for payment of funds owed to Park shall only be accepted if such checks are from the personal account of Tenant. Park shall not accept any check from any third party on tenant’s behalf, nor shall Park accept a business check from Tenant, even if such business is exclusively owned by Tenant. Any such third party or business check tendered to Park shall be returned to Tenant. Park shall consider the date of receipt of such replacement payment to be the date of payment and shall impose any such late fee as is appropriate.

MERCHANT TRANSACTIONS: A convenience fee of \$10 will be charged for all rent payment paid by credit card.

2. UTILITIES

Water, Septic and Storm Drain service is owned and provided by CEDAR GLEN. Tampering with any utility is strictly forbidden. In the event of utility problems, contact the Cedar Glen office. Management reserves the right to enforce actions against any tenant who is negligent and causes harm to any utility. Management is the sole judge for such conditions and the need for corrective actions. Professionals contracted by resident are the liability of the resident. For water repairs, a fee of \$125 per hour during business hours and/or \$250 per hour after normal business hours will be assessed until system is fully restored. (1) Electrical, telephone and cable service has been provided to each lot by the utility companies furnishing such service. Tenant shall make arrangements directly with utility companies for connections to the service lines. Tenant is responsible for all utility charges made for service to Tenant’s lot. (2) Tenants **must** supply Management with their phone number. (3) No posts of any kind are to be driven into the ground without consulting Management because of the danger to and from underground utilities. Tenants will be held responsible for any damage by them or their agents to property or underground utilities. (4) Management shall not be responsible for interruption of any utility service. Utilities may be disconnected temporarily from time to time for repair, alterations, or additions to any utility system. No one shall impede or obstruct access to any manhole, utility line or meter.

GARBAGE DISPOSAL UNITS: CEDAR GLEN is on septic; therefore, no garbage disposal units allowed.

3. GARBAGE/YARD WASTE

GARBAGE: A weekly pick-up of one 30-gallon trash can, provided by resident is included in your monthly rental. Garbage and refuse shall be wrapped or bagged and covered tightly in garbage container. Garbage containers shall be suitably screened from view. If you wish additional pick-ups on a regular basis, please contact the garbage service directly and make arrangements for payment.

YARD WASTE: All grass clippings and weeds must be bagged and placed on curbside for pick-up every Tuesday and Thursday morning. Do not place bagged yard waste on curbside until scheduled days.

- Tenant must make prior arrangements with Management for the disposal of large tree clippings and branches.
- All un-contained yard waste (tarps o.k.) placed at curbside will be removed at the expense of the Tenant. Such expense shall be a minimum of \$25 per incident or Management's cost, whichever is greater.
- Yard Waste pick-up is for grass clippings, weeds, bush clippings, and tree limbs only! Dirt, rocks, and other landscape refuse is the responsibility of Tenant.
- If trash, animal waste or other unacceptable materials are found in yard waste, Tenant will be charged. Such expense shall be a minimum of \$25 per incident or Management's cost, whichever is greater.

The dumpsters located next to our eight RV sites are for RV residents and management only!!!! All tenants must make arrangements with Waste Management for additional trash pick-up.

4. **PET CONTROL**

All animals **must** have Management approval and be registered. Management reserves the right to demand the permanent removal of any unregistered or unacceptable animal(s) from park grounds. Only one dog per unit, this includes service animals and emotional support animals. Tenant agrees that if pet is a dog or cat, it must be spayed or neutered and must have all shots and vaccinations. Pets must be kept leashed and under control at all times, no excessive barking. No pet kennels or exterior dog runs. Cats are considered "indoor" only pets. The only outdoor animals allowed are dogs. Tenant agrees to pick up pet waste daily and never air their animal on another Tenant's space. Pet waste should be disposed of with garbage, not curbside yard waste. Unsupervised, free roaming animals are considered strays by management and will be trapped and removed

5. **VEHICLE CONTROL**

PARKING. No parking on roadway(s) at any time for any reason. Vehicles not moved after notice, will be subject to towing at vehicle owner's risk and expense. If you are expecting numerous guests or service vehicles, please use guest parking area. Speed limited to 10 miles per hour within park area. Parking is allowed on Tenant's driveway and in designated areas only. Parking on the grass or gravel in front or behind homes is not permitted.

GUEST PARKING. Vehicles of residents or guests that remain in designated guest parking areas for more than twelve (12) hours must be properly identified by placement of the name and lot number of the residence.

VEHICLES. Only operative conventional automobiles are allowed. Motorcycles or minibikes are allowed only for transportation to and from the community. Joy riding through the community is prohibited. A maximum of two (2) vehicles shall be permitted for each household. All vehicles must be registered with Management with current licensing tabs. Vehicles not registered after notice, may be towed at owner's expense.

Major repair (repair that takes more than two hours) and painting of vehicles is not permitted. Residents will be held responsible for damage to pavement and driveways due to dripping oil or gasoline.

RECREATIONAL VEHICLES. Parking of trailers, campers, motor homes, boats or other unusual vehicles at the Tenant's lot will be permitted for a maximum of Thirty-Six (36) hours for loading and unloading only.

VEHICLE SALES. Tenants' vehicles, motor homes, boats, etc. may be posted for sale in front of Mobile Home Park in guest parking area on weekends only. All vehicles must be identified with the name and lot number of the resident.

6. **VISITORS**

Remember, this is a senior park. Visiting children must be supervised at all times. Children can visit their grandparents, but grandparents cannot have daily supervision of their grandchildren. Visitation is limited to engagement with grandchildren for purposes of visitation only.

7. **RESIDENTS/OCCUPANTS/GUESTS/CARE PROVIDERS**

AGE REQUIREMENT: Residents must have one member of the family 55 years or older. Persons, under the age of 45, are not permitted to permanently reside in CEDAR GLEN. Any Lessee who gives birth to, adopts, or becomes a legal guardian for a child who resides at CEDAR GLEN must cause the child to cease being a resident of CEDAR GLEN within 12 months or their lease will be terminated.

RESIDENTS: Only two persons per household. All residents must be approved for occupancy prior to residing on park property. "Approval" is defined as written approval after review of an application for occupancy. Any person desirous of being assigned a rental agreement through purchase of a home on park property must fully comply with RCW 59.20.073 which includes, but is not limited to, delivery of fifteen-day advance written notice of the sale and corresponding opportunity for the park owner to approve the proposed purchaser for residency.

OCCUPANTS: Senior Park: Any persons listed on the rental agreement as “occupants” who are residing on park property by virtue of residency with an authorized resident may reside on park property but are also subject to screening. Screening must occur within the first 15 days. “Occupants” shall not be allowed to reside with an authorized resident if such occupant poses a threat to the health, safety, or welfare to the park community. Such occupant must be named as an occupant in the resident’s rental agreement and be independently approved for occupancy. Any occupant on park property may only occupy as long as such resident occupies park property. If the authorized resident vacates, is evicted or no longer occupies the subject home due to death or illness, all occupants must either be screened for residency or forthwith vacate within ten (10) days of the resident’s departure from the subject premises unless such departure is temporary.

GUEST: “Guests” of authorized residents or occupants may visit at any time. Guests who stay overnight on park property in excess of forty-eight (48) continuous or cumulative hours must register themselves and their vehicle with management **PRIOR** to any extended stay as a condition of continued occupancy (overnight) on park property. Any guest who fails to register with management shall be considered an unauthorized trespasser. Guests who remain on park property overnight for fifteen (15) consecutive or cumulative days must submit application for residency and be approved for residency as a condition for continued occupancy. Any guest who remains on park property in excess of fifteen days without receiving approval for residency shall be considered an unauthorized trespasser. All guests and visitors are required to comply with the rules and regulations of the Park. Residents shall so advise their guests and visitors and shall provide to such guests and visitors a copy of the rules and regulations.

LIVE-IN CARE PROVIDER: If a person moves onto park property as a live-in care provider, such person must firstly contact management **PRIOR** to residing with a park resident and provide to management proof that such person is a care provider in strict accordance with the definition of “live in care provider” set forth in RCW 59.20.145. If management is satisfied that such person meets the requirements of RCW 59.20.145, such person shall be allowed to reside with the applicable resident provided that such person is in residency to provide the services defined by the resident’s physician. The “live in care provider” shall not be considered a resident but must comply with the rules and regulations of the park. If the applicable resident dies or no longer needs the services of the care provider, such care provider must forthwith vacate park property. Management may also, at its sole election, determine that the care provider is deleterious to the welfare of the applicable resident and challenge the right of the care provider to remain in occupancy with the resident, by contacting the resident’s physician, social services or any other agency or relative responsible for the welfare of the applicable resident.

ACCOMMODATION: If a person moves onto park property for the purpose of providing “accommodation” to a resident, such person must firstly contact management **PRIOR** to residing with a park resident. Management reserves the right to be shown proof that such accommodation is required including, but not limited to, a statement by the park resident of need for accommodation and reason that such person can accommodate the resident’s need(s). Management may, in its sole election, determine whether such person is actually providing accommodation to the applicable resident and challenge the right of such person to remain in the occupancy with the resident by contacting the resident’s physician, social services or any other agency or relative responsible for welfare of the applicable resident.

HOUSESITTING PROHIBITED.

8. COMMUNITY ACTIVITIES AND TENANT RELATIONS

The community maintains quiet hours from 10:00 p.m. through 8:00 a.m. during which time radios and other devices are to be operated at low volume so as not to disturb neighbors. Disorderly conduct, abusive language or activities which unreasonably disturb or interfere with the peaceful enjoyment of any part of the community, or which violates any government statute, ordinance, regulation, or rule shall not be permitted. Federal, state, and local laws and regulations shall be adhered to by tenants and guests. There shall be no trespassing on other home spaces. All Tenants shall be held responsible for any damage caused by themselves or their guests. Residents shall conduct recreational activities on their own lots or in park common areas. Recreational activities in the streets are not allowed. Fireworks are not allowed on the premises.

COMPLAINTS: All complaints **must** be submitted in writing before Management will take action.

GARAGE SALES: Due to traffic increase and congestion, no moving or garage-type sales are allowed to be conducted on leased mobile home spaces or adjacent property. Management organizes community sales in the recreation hall regularly and has a sign-up sheet in the office.

9. BUSINESSES

Public access, businesses, commercial enterprises, day care services or door-to-door solicitation shall not be permitted within the community.

10. NEW HOMES

Set up of homes, construction of appurtenances including fences and storage buildings will require the written approval of Management prior to installation. In granting such approval Management may require that reasonable conditions be met regarding height, size, construction, finish, etc., to provide for aesthetically pleasing exterior appearance of the improvements and for the safety, comfort and welfare of the community and its residents.

UTILITY HOOK-UP: Management must be present for all connections to Cedar Glen utilities.

ARCHITECTURAL REVIEW

The Architectural Review is responsible for ensuring that any changes to the exterior of the home and lot conform to the standards set by the governing documents (i.e. Community Rules and Regulations, Lease, Bylaws). The purpose of this review process is to ensure no exterior modifications will be approved that will negatively impact the appearance or function of the community. The following items listed under Cedar Glen Mobile Home Park's rules and regulations are governed by our Architectural Review process:

- **Section 11 – Landscape and Lot Maintenance**
- **Section 12 – Home Standards and Maintenance**

REQUESTS: To facilitate the approval process, and to provide a thorough and timely response to requests for architectural improvements, homeowners must submit in writing items for review using Cedar Glen's Architectural Review and request form a minimum of thirty (30) days prior to expected commencement of work. Approved projects must be completed within six (6) months from date of approval. Forms available in office.

DEVIATIONS: Any deviations from approved plans, or schedules, must be re-submitted to CEDAR GLEN for approval.

NON-COMPLIANCE: Failure to obtain the necessary prior approvals or non-conformance to the approved plans constitutes a violation of Cedar Glen's Rules and Regulations/Lease and may require modifications or removal of unauthorized work at the expense of the homeowner.

A homeowner who does not obtain the required written authorization prior to the start of a project will be issued a \$250 fine and a Cease-and-Desist order to remain in effect until a proper request is received or a hearing date is scheduled by CEDAR GLEN within thirty (30) business days. A project review will be denied until the Cease-and-Desist order fine is paid.

FINES: All fines are due and payable on notification of the fine. Late payment penalties of \$5 per day, to begin thirty (30) days after receipt of the notification. Liens will be placed on the home if payment is not received within sixty (60) days of the violation.

11. LANDSCAPING AND LOT MAINTENANCE

Tenant shall maintain the landscaping, yard, lawn, and driveway in good condition. Hedges must be trimmed regularly. Materials of any kind shall not be permitted to accumulate or be stored on any part of a lot outside of approved storage buildings. All refuse and debris must be picked up and disposed of on a regular basis.

LANDSCAPING CHANGES: Any modifications of the landscaping, including but not limited to the excessive pruning or cutting/removal of trees and shrubs on space or the planting of shrubs or trees requires prior written permission from Management. No fruit trees or trees that will grow in excess of 15 feet in height. For new home move-ins, landscaping plans must be submitted for approval prior to installation.

POTTED PLANTS: Shall not be displayed in the median between driveways and shall not appear cluttered or unkempt. No empty pots may be stored visible from roadway. A 20-day notice to comply will be given, Management will then remove and dispose of all pots not in compliance with the above, at the risk and expense of tenant.

PLAYGROUND EQUIPMENT: Under no circumstances shall tenant erect swing sets, swimming pools, jungle gyms, slides, sandboxes, and similar equipment on lot.

IRRIGATION SYSTEMS: Underground Irrigation systems shall be approved by Management prior to installation. Double check valve assemblies must be installed at the service hook-up. Double check valve assemblies must be professionally inspected every 12 months and proof must be submitted to Management.

LOT DRAINAGE: All homes shall have rainwater gutters and downspouts. Drainage pipes must be concealed.

LATTICE: Can only be used for support of plants, not as screening material. Lattice panels **must** be made of plastic, no wood.

CEDAR GLEN PROVIDED YARD CARE: Provided upon request from resident. Services are limited to Landscape maintenance only i.e. mow and trim lawn, weed, prune shrubs. No Landscape install, trash removal or handyman services provided. If you wish to tip your worker, please only tip in cash and include the tip with your payment to office. All invoices are due within 30 days of invoice date. Late fee of \$25 dollars per 15 days late. We reserve the right to refuse service to anyone. After two unpaid invoices, your yard care services will be discontinued. Failure to pay yard care fees and or late fees will result in service of a 14-Day notice to pay or vacate and may jeopardize tenant's residency. There shall be an additional fee per incident of \$25 for any yards with animal waste that needs picked up prior to completing yard maintenance. Yards with more than 2 incidents of animal waste will be denied service.

ENFORCEMENT: If the Tenant allows the lawn, landscaped beds or driveway to become unsightly or allows accumulation of materials or debris, management will have such lawns mowed or trimmed, beds weeded, or unsightly materials or debris removed at the expense of the Tenant. A 20-day notice to comply will be given. Management will then bring lot into compliance with the above, at the risk and expense of tenant. Such expense shall be billed at a minimum of \$50.00 per hour, per incident or Management's cost, whichever is greater. There shall be an additional onetime fee per incident of \$25 for any yards with animal waste that needs picked up prior to completing yard maintenance.

VACATIONS: We must be advised of your plans for adequate space and home maintenance during vacations and prolonged leaves-of-absence. If you leave your home unoccupied for longer than a month management **must** have a local individual to contact for necessary maintenance and/or repairs.

FENCING: Tenant may fence their space, if desired, however; the Management must be notified as to height and type of material(s) used before approval is granted for construction. No fencing over 6 feet in height. No chain link, lattice panel or glass fences allowed. No temporary fencing of any kind, this includes privacy panels. Fencing shall be maintained annually to prevent mildew, discoloration and stained as needed to maintain a fresh appearance on both sides. Comprised wood panels, lattice inserts, posts and post caps shall be replaced as needed. Maintenance of the fencing structure shall not be placed on surrounding neighbors. Fencing must be sealed with a protective product on both sides; if painting, color must be neutral tone and be approved prior to full application on both sides.

NEW STORAGE SHEDS: Prior permission must be obtained for storage sheds. Only one storage shed per lot with maximum square footage of 120 square feet (per county code). Shed must be single story. No pole structures. All sides of structure must be fully enclosed. Shed cannot be placed against a home or fence or used as a replacement for a fence side. If shed is a kit, submit manufacturer specs; if custom built provide detailed as built drawing with dimensions, construction materials and contractor specs. All contractors must register at CEDAR GLEN office (See section 12). Foundation materials i.e. gravel, concrete block or concrete slab needs to be specified in request. Color palette including door color, main body color, trim and roofing should be submitted at same time as shed as built. A diagram of lot, driveway, home, and prospective shed placement needs to be submitted with approximate measurements for thorough understanding of shed placement with request. The maximum 120 square foot shed standard detailed above cannot be guaranteed for every site as home layout, landscape, utility access etc. determines the approved size of shed.

PRE-EXISTING STORAGE SHEDS: No modifications of existing shed without Prior written permission.

STORAGE: Yards, lawns, patios, decks, and carports shall not be used for storage. Any stored firewood shall be kept in an approved storage shed or stored from view by an aesthetically pleasing screen acceptable to Management.

FIRE PITS: No outdoor fires on lots except barbeques.

12. HOME STANDARDS AND MAINTENANCE

Tenant shall keep and maintain their home and accessory structures clean, sanitary and in good order and repair at all times. CEDAR GLEN has the right to restrict height, style, material, and color of any improvements on lot. Painted areas shall not be allowed to peel or become weather-beaten and shall be regularly repainted. Exteriors and roofing shall not be allowed to become mildewed or stained. Windows shall not be allowed to be cracked, broken, or fogged due to sealant issues. All damaged portions of the home and accessory structures including but not limited to carports, fences, steps, porches, decks, downspouts and drainage systems and storage units, shall present an attractive and eye pleasing appearance at all times and shall not be permitted to become unsightly. All Tenants must submit paint samples to Management for written approval **prior** to painting exterior of home.

CONTRACTORS: All contractors or handymen performing services on carports, awnings, patios, wheelchair ramps, sheds, fences or other fixtures affixed to park grounds must be licensed and bonded. Proof of these certificates must be presented to Management, prior to work commencing.

CODE ENFORCMENT: The home, all accessory structures including but not limited to fences, porches/decks, stairs and sheds and utility connections shall be constructed with quality workmanship and at all times in good condition. They shall comply with applicable laws, ordinances, and regulations.

EXTERIOR DOORS: Shall have permanent stairs and porches with protective railing and be skirted to match home.

PORCHES AND CARPORT STRUCTURES: All structural connections (porches, carports) to manufactured home must be approved by Washington State Department of Labor and Industries. Building permits are required and should be submitted to management for prior written approval regarding new or remodeling projects.

No home additions or fully enclosed porch structures.

No temporary enclosures affixed to structures.

Only approved manufactured housing privacy panels for enclosing one side of carport.

SKIRTING: All homes must have skirting installed around the complete perimeter of home. All porches, decks and other attachments to the homes are to be skirted in a similar manner. Prior to installation, Tenant shall provide specifications of the type of material for Management approval.

HOME DRAINAGE: Gutters, downspouts, and proper drainage for all structures on lot is the responsibility of the tenant. Detailed drawings with units of measurement to re-locate all drainage on lot must be specified. The installation or modification of any lot drainage requires prior written approval.

SATELLITE DISHES: Exterior satellite dishes shall be installed on back side of home. Prior to installation, Tenant shall provide specifications of location of satellite dish and obtain written approval from Management.

WINTERIZING: Winterizing of homes should be done no later than October of each year. (Wrapping pipes) Water must not be left running to prevent freezing of pipes.

SEASONAL DÉCOR: All holiday decorations including lights, figurines and ornamental displays must be removed within 30 days of the observance of the holiday.

RIGHT OF ENTRY: Pursuant to RCW 59.20.130(7), Management shall have the right to enter any lot within the community at any reasonable time for maintenance of utilities and to ensure compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and rules of the community.

13. CHARGE FOR NOTICES

To partially compensate for the administrative costs involved in serving delinquent rent, rules violations, or any other legal notices, each time such a notice is required; Tenant's will be charged a service fee of \$2.00 or the actual cost of the notice (if outside service is used), whichever is greater. This charge will be in addition to late charges, returned check charges, or any other fees incurred.

14. ATTORNEY FEES

In the event Park is required to expend attorneys' fees or costs to enforce the rules and regulations of Park, Park may, at its election, charge some to the violating resident. In the event Park does assess such attorneys' fees and/or costs to the violating resident, such fees and costs shall be considered "additional rent" and shall be collected in the same means and manner as rent.

15. SALE OF HOME

SUBLETTING: All homes in Cedar Glen Mobile Home Park must be owner-occupied. A copy of the homes title must be submitted to the CEDAR GLEN office within 60 days of move-in to comply with this section.

ASSIGNMENT: It is a requirement of state law (RCW 59.20.073) and of these rules that a Tenant who wishes to sell his/her home and leave it in the community must notify Management in writing of the intended sale at least fifteen (15) days in advance of such sale. The Lessee must also notify the prospective purchaser in writing of his/her responsibilities under RCW 59.20.073 which includes arranging an interview for a credit/background check and obtaining written approval of the Landlord for rental agreement assignment prior to the execution of the sale. In addition, Lessee must verify in writing to the Landlord that all taxes, rent and reasonable expenses due on the home and lot including personal property taxes, have been paid. Approval of the prospective purchaser(s) will not be unreasonably withheld. **However, no lease assignment will be allowed for homes on lots not in compliance with community rules or lease.**

MOVE-OUTS: A thirty (30) day minimum notice is required on all move-in and move-outs. Management must be present.

SIGNS: Any sign advertising a home for sale shall not be larger than 18" x 24" only two signs permitted. Yard sign must be metal framed, no wood posts.

OPEN HOUSES: There will be no "Open House" showings on the sale of any mobile home located within Cedar Glen Mobile Home Park. "Open House" showings create additional traffic in the Park and cause vehicles to park in roadways.

16. RECREATIONAL HALL /PARK FACILITIES

The recreational hall is available for all park clubs, social gatherings, and potlucks free of charge. Any tenant wishing to reserve the recreational hall for a private event, must pay a usage fee. The clubhouse, laundry, restroom, and equipment furnished on these grounds are solely for the convenience of tenant. All persons using the same do so at their own risk. Cedar Glen Mobile Home Park will not be held responsible for accidents, injuries, or loss of any property by fire, wind, floods, or any act which is beyond its control.

17. AMENDMENTS

As permitted under the Mobile Home Landlord Tenant Act, Management shall have the right to amend these rules as may be required, provided adequate notice is given. Notice may be provided by (1) personal delivery of a copy of the Rules, as amended, to Lessee; or (2) if the tenant is absent from the mobile home, posting a copy of the Rules in a conspicuous place on the home and also mailing a copy of the Rules, as amended, to Lessee.

The undersigned hereby acknowledges that he has read the above Rules and Regulations and that he/she agrees to abide by them.

DATE _____

