

Thurston Oaks Mobile Home Park
41-00841
Enabling Ordinance

THURSTON OAKS MOBILE HOME PARK

RULES AND REGULATIONS

The purpose of these Rules and Regulations is to provide for the reasonable control of use of the premises at Thurston Oaks Mobile Home Park to the end that residents may enjoy a pleasant community atmosphere, and to establish the rights and responsibilities of Lessees and the Management. These Rules and Regulations are considered part of the rental agreement, and shall apply to all residents of Thurston Oaks Mobile Home Park, their families and invitees.

1. Mobile Home Standards

All mobile homes and accessories shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance. Set-up of homes, construction of appurtenances (including fences) or home modifications of any type 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 the aesthetically pleasing exterior appearance of the improvements and for the safety and welfare of the community and it's residents. The following are the minimum building standards required for homes in the Park:

- a. New homes placed in the Park shall have pitched, shingle roofs; siding shall be horizontal lap siding or other residential house siding.
- b. Approved skirting matching the exterior must be installed within 30 days of home placement on the lot. Prior to installation, lessee shall provide specifications of the type and quality of the material to be installed. This material must be approved by Management prior to installation.

- c. Homes shall be set in accordance with local government standards, all hitches removed and concealed from view. All tires, wheels and axles shall be removed and the home shall be set as low as possible to finish grade.
- d. Each home shall have permanent stairs, kick-plates and porches with protective railings installed within 30 days of home placement on lot and shall be completely skirted to match the exterior of the home.
- e. Each home shall have a storage unit constructed and painted to match the exterior of the home. Any other accessory structures such as carports, patio covers, etc., shall match the color, material and style of the home.
- f. Each new home shall have rainwater gutters and downspouts connected within 30 days of home placement on lot. All water lines, sewer lines, and wiring shall be underground. Water and sewer connections shall be of rigid material and not exposed to view. Unburied water pipes or pipes exposed to freezing shall be protected from freezing by the lessee.
- g. Landscaping plans shall be approved by Management prior to installation and shall be installed by lessee on the lot within 60 days of move-in and shall be maintained by lessee. No major changes from the installed landscaping shall be made without prior written approval from Management.
- h. The home, all accessory structures, improvements, and utility constructions shall be constructed with quality workmanship, and at all times maintained in good condition. They shall comply with applicable government laws, ordinances and regulations. Any fencing or screening will need approval from Management.
- i. No visqueen or plastic sheeting of any type may be used outside of the home for weather protection on windows, decks, roofs or other accessories.
- j. Lessees are required to obtain any and all construction permits required by local government.

2. Occupancy/Occupancy Standards/Guests

All occupants of any home or guests who will stay longer than 15 days in any 60 day period must register and be approved by Management before they move into the community. Up to two (2) permanent occupants are allowed in each home at the base rental amount, unless an exception is granted in writing by Management. No home shall house more than two (2) individuals per bedroom. Lessees are responsible for the actions of their family members and guests.

3. Monthly Rent/Late Payment

Rent is payable in advance on or before the first day of each month. Payments will be made to the Manager. Payments received after the fifth of the month will incur a \$10 charge for the first late day. An additional fee of \$5 per day will be charged for each additional day payment is late. *For security reasons, cash will not be accepted.* All returned checks shall be charged a \$35 fee. Should a returned check cause late receipt of rent payment, both late charges and returned check charges may be assessed. Two returned checks from the same Lessee during the Lessee's occupancy will result in the Lessee's forfeiture of the right to pay rent by check. All future payments must then be made by money order only.

4. 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, the Lessee will be charged a service fee of \$10 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.

5. Security Deposit

A \$150 damage and security deposit is to be paid by all Lessees beginning tenancy after Sept. 30, 2003. The deposit shall not be used as rent and shall be held as security to indemnify the owner against any damage caused by the Lessee, his or her family and invitees: to insure performance of the terms and conditions of any oral or written agreement; and to insure the full and faithful compliance with each lessee's statutory duties and obligations as a tenant. The deposit will be returned to the Lessee unless a claim is imposed, or has been imposed, for:

- a. Any rent left due and owing;
- b. Any utilities that have not been paid;
- c. Any property damage caused by the Lessee, or any agent of the Lessee, in removing the home;
- d. The lessee's half of the mediation charges resulting from the mediation of any and all complaints, whether the mediation is voluntary or mandatory, and regardless of whether it has been requested by the Landlord or Lessee;

- e. Any damage done to the space or debris left behind which has not been repaired or removed within five (5) days of removal of the home;
- f. Failure of the Lessee to give at least thirty (30) days written notice prior to abandoning or vacating the premises;
- g. Failure of the Lessee to maintain occupancy in the community for a minimum of six (6) months.

6. Pets

No more than two indoor pets, dog or cat, are permitted, and must be registered with the Manager. Animals so registered must not exceed 30 pounds in weight and must be collared with a current license displayed. Dogs for the hearing or visually impaired are not subject to weight limitation. Pets must be kept under the control of the Lessee at all times, and must be on a leash when not inside the home and kept inside at night. Pets will not be permitted to be tied outdoors or allowed to be run free in fenced areas. Pet owners shall be responsible for cleaning up all pet droppings immediately. Doghouses, kennels, cages, or the breeding of animals will not be permitted. Any pet that, in Management's opinion, constitutes a nuisance or causes a Lessee's lot to become unsightly, must be removed from the community.

7. Automobiles, Motorcycles and Other 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 the Manager. Vehicles not so registered after notice, may be towed at owner's expense.

A ten (10) mph speed limit is to be observed at all times. 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.

Parking of trailers, campers, motorhomes, boats or other unusual vehicles on the street is prohibited. Vehicles shall not be parked in such a way as to impede traffic or to be unsightly. Parking is allowed on Lessee's driveway and in designated areas only. Parking on grass, besides or behind homes is not permitted. Parking of trailers, campers, motorhomes, boats, or other such vehicles at Lessee's lot will be permitted

for a maximum of six (6) hours for loading and unloading only. A storage area for these vehicles may be provided for a monthly fee.

8. Landscaping, Lot and Home Maintenance

Lessee shall maintain the landscaping, yard, lawn and driveway in good condition. Materials and miscellaneous recreational items of any kind shall not be permitted to accumulate or be stored on any part of a lot outside of an approved storage building. All refuse and debris must be picked up and disposed of on a regular basis. If the Lessee allows the lawn, landscaping beds or driveways to become unsightly or allows accumulation of materials or debris, Management may have such lawns mowed or trimmed, beds weeded, or unsightly materials or debris removed at the expense of the Lessee. Such expenses shall be a minimum \$50 per incident or Management's cost, whichever is greater.

Yards, lawns, patios, decks and carports shall not be used for storage. Outside drying of laundry is allowed only in an out-of-sight area approved in writing by Management.

Lessee shall keep and maintain their home and accessory structure clean, sanitary and in good order and repair at all times. Painted areas shall not be allowed to peel or become weather-beaten and shall be regularly repainted. Exteriors shall not be allowed to become mildewed or stained. All damaged portions of the home and accessory structures including but not limited to carports, fences, steps, porches, decks and storage units, shall present an attractive and eye-pleasing appearance at all times and shall not be permitted to become unsightly. Patio furniture only is allowed outside the home or in an enclosed area (no household furniture or appliances).

Garbage and refuse shall be wrapped or bagged and placed in the Park's garbage container. Garbage cans and/or containers shall be suitably stored and hidden from view. All grass, weeds, leaves and yard debris shall be properly disposed of in the recycle bins next to garbage container.

Management shall have the right to enter any lot within the community at any reasonable time for maintenance of utilities and to insure compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and rules of the community.

9. Utilities

Electrical, telephone, water, sewer and cable service is provided to each lot.

Water, sewer, and trash service is provided to each lot by the utility companies and the Park. Telephone, cable, internet, WiFi, and electricity are not provided by the Park. Lessee shall make arrangements with management, or utility companies directly, for connections to the service lines. The Lessee shall not damage or in any way tamper with utilities lines and shall be responsible for all utility charges made for service to Lessee's lot. Lessee shall maintain water and sewer lines from the point of connection in good order and repair. No posts of any kind are to be driven into the ground without consulting Management because of the danger to and from under-ground utilities. Residents will be responsible for any damage by them or their agents to property or under-ground utilities. Lessee shall not permit water to run or leak continuously from any faucet or water line on the lot.

Backflow preventers are required as a means or mechanism to prevent **Backflow**. Backflow is the undesirable reversal flow of non-potable water into the Park's potable water system, which could contaminate the water supply. An approved atmospheric vacuum breaker shall be attached to all water connections, including all threaded hose bibbs to which a hose can be connected. All backflow preventers shall be tested periodically to ensure that they are functioning properly. Water service to the mobile home will be discontinued for failure to install or periodically test backflow assemblies.

Management shall not be responsible for interruptions of any utility service. Utilities may be disconnected temporarily from time to time for repair, alteration or additions to any utility system. No one shall impede or obstruct access to any manhole, utility line or meter.

Heat tape (no freeze) must be installed and maintained in operational condition on all water lines.

10. Community Activities and Tenant Relations

- a. 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 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 or vandalism in any manner will be cause for eviction.

- b. Disorderly conduct, abusive language or activities which unreasonably disturb or interfere with the peaceful enjoyment of any part of the community, or which violate any governmental statute, ordinance, regulation or rule shall not be permitted. Federal, state, and local laws and regulations shall be adhered to by residents and guests.
- c. There shall be no trespassing on other home spaces. All tenants shall be held responsible for any damage caused by themselves or their guests.
- d. Residents shall conduct recreational activities on their own lot only. Recreational activities in the street(s) are not allowed.
- e. Fireworks are not allowed on the premises.

11. Businesses

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

12. Subletting/Assignment

Subletting of a home is not permitted.

All homes in Thurston Oaks MHP must be owner-occupied. It is a requirement of state law and of these rules that a Lessee 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 state law which includes arranging an interview and obtaining approval from 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.

The management has available a form which when properly executed will help assure compliance with these requirements. Approval of the prospective purchaser(s) will not be unreasonably withheld. **However, no lease assignments will be allowed for homes or lots not in compliance with community rules.** Any sign advertising a home for sale shall not be larger than 12" x 18" and shall be displayed in a window only.

13. Insurance

Residents shall carry homeowners insurance. Management will retain no responsibility for accidents, injuries, or loss of property by fire, theft, wind, or any act which is

beyond Management's control. Each resident agrees to defend and save Thurston Oaks MHP from any suit or action against the park, owners and agents as a result of the actions of the residents or their guests, or conditions caused or suffered in injury of person and property.

14. Amendments

Under the Landlord-Tenant Act, Management shall have the right to amend these rules as may be required, provided adequate notice is given. The undersigned hereby acknowledge(s) have carefully read and fully understood these Rules and Regulations. The undersigned further acknowledge(s) receipt of a copy of these Rules and Regulations and understands that failure to abide by any of these Rules and Regulations may result in eviction.

Understood and Agreed to this ____ day of _____, 20____.

X _____ Space # _____

X _____ Space # _____

(Continued residence in the community and continued payment of rent confirm the lessee's agreement to abide by these community rules.)