

# Collective Parks

## **COLLECTIVE COMMUNITIES TIMBERLANE MHC, a 55+ Manufactured Housing Community**

### **Addendum C Rules and Regulations**

#### **INDEX**

1. General Rules
2. Tenancy Criteria/Application Process
3. Rental Agreements
4. Landing of Manufactured Homes (HOME SET UP)
5. Manufactured Home Standards
6. Manufacture Home and Lot Maintenance
7. Sale of Manufactured Homes
8. Rental of Manufactured Homes
9. Removal of Manufactured Homes
10. Damage or Catastrophe
11. Utilities/Services
12. Water/Sewer Connections
13. Garbage/Recycling/Hazardous Waste
14. Mail
15. Vehicles, Parking and Repair
16. Tenant Guidelines
17. Guests and Visitors
18. Pets
19. Violation of Community Rules
20. Returned Checks

# 1. General Rules;

The following Rules and Regulations are intended to provide for the health, safety and welfare of all individuals at 4707 Timberlane PropCo LLC dba Collective Communities Timberline MHC, a 55+ Manufactured Housing Community (hereinafter referred to as the "Community" or "Timberlane") as well as to provide for efficient and proper maintenance and operation of the Community. These Rules and Regulations apply to all Tenants, their families, guests as well as occupants and renters. The rules and regulations may be amended or changed upon thirty (30) days' notice to the Tenant.

**CLASSIFICATION:** The federal fair-housing age classification for this Community is a 55+ manufactured home Community, allowing residents 55 years of age or older. Our policy in applying this classification includes the following terms and conditions: At least one homeowner who is also an occupant must be 55 years of age or older, additional occupants must be over the age of 35 years. Homeowners and Occupants agree to cooperate with any and all reasonable efforts by the Community to confirm and certify that the age requirements of the Community are being adhered to, including the prompt and accurate completion of any recertification requests made to Homeowners and Occupants by Timberline which include requests for the disclosure and documentation of the names and ages of any and all Homeowners and Occupants at each Community lot.

These rules and regulations are expressly made a part of the 1 Year and/or Month-to-Month Rental Agreement between the undersigned Tenant and, if applicable, their renters and Timberlane

A copy of R.C.W 59.20, Mobile Home Landlord-Tenant Act, is posted in the Community office for Tenant's use and review. At no time shall these Rules and Regulations be interpreted or applied so as to conflict with R.C.W. 59.20.

**Any violation of the Rules and Regulations can lead to termination of tenancy and eviction consistent with R.C.W. 59.20.**

The owners and management of the Community are **not** responsible for any accident, injury or loss of property due to fire, theft, wind, floods, or any other act of God. All equipment or apparatus on Community property is for the sole use and convenience of authorized Tenants only and all persons using Community equipment or apparatus do so at their own risk. Please immediately notify the Community management if any Community equipment or apparatus needs maintenance, is damaged, or is otherwise unserviceable.

No business, commercial enterprise or door-to-door solicitation shall be permitted within the Community consistent with RCW 59.20.070(2)-(4).

The posted speed limit within the Community is 5 miles per hour. Excessive speed or unsafe operation of a motor vehicle is not permitted. Tenants are urged to watch for pedestrians whenever driving in the Community.

Activities which unreasonably disturb or interfere with the other tenant's peaceful enjoyment of any part of the Community shall not be permitted. Creation of a nuisance, annoyance, noisy disturbances, indecency, open intoxication, disorderly conduct, abusive language, harassment of any kind or other failure to comply with Community rules will result in an eviction notice.

Use or show of weapons or firearms of any kind including but not limited to sling shots, bb guns, throwing stars, knives, machetes, fire, fireworks, fire crackers, etc., is strictly prohibited and will result in an eviction notice.

Activities which violate any governmental statute, ordinance, regulation or rule shall not be permitted. Federal, state and local laws and civil codes shall be adhered to by all Tenants and guests.

If at any time it is necessary to call the police or any other enforcement agencies, please do so immediately and then notify the management as soon as possible.

Fireworks, outdoor wood fires, trampolines, swimming pools and hot tubs are not allowed as they are a health and safety hazard that affect the Community's ability to obtain and keep insurance. Tenants shall notify management of any hazardous conditions which are known to them.

Any complaints by tenants must be in writing, provide the name, space number and telephone number of the individual(s) making the complaint, the date, time, description and detailed nature of the complaint, and the date presented to management. Complaints must be presented to management as soon as possible after the occurrence to the office and during office hours, unless the complaint involves an emergency.

## **2. Tenancy Criteria / Application Process;**

**DO NOT SIGN ANY PAPERWORK WITH THE OWNER/S OF THE HOME UNTIL YOU HAVE OFFICIALLY BEEN APPROVED IN WRITING FOR TENANCY BY COMMUNITY MANAGEMENT. If a manufactured home is sold in place without prior written approval of a transfer in tenancy by the management, the tenancy will be rejected and the manufactured home will need to be removed from the Community immediately.**

-

Our screening process includes Past Rental, Criminal and Credit histories. **For current screening policy guidelines, please see the Community manager for a copy.**

Owners of manufactured homes occupying space within the Community must meet these criteria. Renters/Occupants/Guests without the tenant(s) present are subject to the same qualifications and approval prior to occupying the home, as are prospective buyers. No more

than two (2) guests may be present at a tenant's home in the Community without the tenant present. All renters, visitors (as defined in section 17), and guests (as defined in section 18) who stay in the Community without the tenant must be provided a copy of these Rules and Regulations from the home owner before their arrival and a copy must be posted in the home.

Occupants, with tenant present, that are family members will be screened using the same process as owners/renters but if the criminal portion of the screening comes back unfavorable, then at the discretion of the management, a Temporary Occupancy Agreement may be executed. ALL owners, renters and occupants and their children must not have a criminal record. Occupancy shall be limited to a maximum of two (2) persons per bedroom.

People wishing to apply for tenancy must bring, at least 20-days prior to occupancy, a completed application, application fee in the form of a cashier's check or money order, driver's license, and social security card. Providing false information on the application is cause to deny tenancy or for eviction when discovered. All applications will be processed immediately but may be held up by the non-response from applicant's references. Please be patient with this process.

### **3. Rental Agreements;**

**No prospective Tenant can move into the Community and no manufactured home can be landed in the Community until all of the foregoing documents are fully executed, received and approved by Community management.**

Management reserves the right to inspect each manufactured home and RV before its entrance into the Community. If it does not meet community standards, it may be rejected. (Please see section 5 [Manufactured Home Standards] and section 6 for [Manufacture Home Lot Standards] for minimum community requirements).

**The Community offers each Tenant a rental term of one (1) year. Tenants may choose a month-to-month tenancy, but must also waive, in writing, the right to a one-year rental term, as required by the MHLTA. If a Tenant fails to sign a lease offered by the Community, the Tenant will automatically be placed in a 1-year tenancy agreement.**

#### **The Following Must Be Received At Least 10 Calendar Days Before Occupancy/Landing**

- Favorable Livability Inspection Report required by the Thurston County before moving a new home into Olympia.
- Copy of the Landing Permit issued by Thurston County.
- First month's rent, that may be prorated depending upon lease signing day.
- Security Deposit that is equal to the first month's rent. If all the rent is paid current and no trips to the dump are required to dispose of tenant's trash, as well as no damage has been done to

the Community property, the residents' security deposit will be returned. Tenant's forwarding address must be provided in order to refund the security deposit. If the Community does not have a forwarding address, the security deposit refund will be mailed to the Tenants' last known address.

- Signed One-year lease agreement or Month-to-Month lease agreement along with the Waiver of Lease form. Lease Holder must at all times be identified as the registered owner on the Certificate of Title for the manufactured home located/to be located in the space assigned in Item 1 of the Rental Agreement.
- Signed and/or initialed copies of Addendum A – Manufactured Home Lot Description, Addendum B – Utility Connection Description, Addendum C - Rules and Regulations, Addendum D – Additional Fees & Charges, Addendum E – Pet Agreement.
- Copy of current manufactured home vehicle registration or certificate of title.
- Copy of current tax records for manufactured home vehicle.
- Evidence of current insurance on the manufactured home vehicle with a minimum of \$50,000 of coverage.
- As part of Addendum C - Rules and Regulations, the following must also have been completed in full:
  - 1) Completed Vehicle Identification and Registration Form
  - 2) Emergency Contact Form
  - 3) Home and Work Phone Numbers/Employer/Mailing Address Form

## **4. Landing of Manufactured Homes;**

Landing of the manufactured home will not be allowed and utilities will not be activated to the rental site unless and until Community management receives all of the documentation set forth in the paragraph above AND such information has been verified, approved and signed off by community management.

When landing manufactured homes in the Community, new Tenants must place their homes in the space designated and must be in compliance with all applicable set-back requirements (or variances) required by applicable city, county and/or state laws and regulations.

MANUFACTURED HOME SET-UP

Unless otherwise required by law, the Community is not responsible for top soil, lot preparation, foundation stability, final grading, settling, drainage, gravel or relocation of any utilities unless agreed to in writing by management. All of these items must be accounted for in resident's site plan and/or landscape plan. Both the site plan and landscape plan must be reviewed and approved by the Community manager.

HOMEOWNER agrees that HOMEOWNER has examined the condition of the lot and is aware of its condition and accepts said lot "as is" and "with all faults". HOMEOWNER further states that HOMEOWNER has not relied on OWNER/COMMUNITY for advice concerning the installation of the manufactured home and has relied and discussed such installation with a manufactured home dealer or contractor and is relying on the skill, experience and judgement of the manufactured home dealer or contractor.

HOMEOWNER will give OWNER 72-hour notice before bringing their manufactured home into COMMUNITY for set-up. On arrival, OWNER will instruct HOMEOWNER and HOMEOWNER'S driver on where to store the manufactured home pending set-up.

Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for coordinating with the COMMUNITY manager to specifically locate the position of the manufactured home on the lot. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. The HOMEOWNER will be responsible for coordinating with the manufactured home dealer and/or transportation company that moves the manufactured home to ensure that the manufactured home is properly positioned on the lot. All HOMEOWNERS with mortgaged, manufactured homes who are purchasing their home on a contract shall furnish to the Manager, the name and address of the lienholder or mortgagee prior to moving the home into the Community.

On arrival at COMMUNITY for set-up, HOMEOWNER will register with OWNER the license number of the vehicle which is towing their manufactured home and the license number of the manufactured home, if required to be licensed. If the manufactured home is not required to be licensed, HOMEOWNER will register with OWNER the manufactured home's color, make, model and dimensions.

Unless otherwise required by law, all aspects of manufactured home siting and set-up, including electrical, gas, telephone, sewer, water, and cable television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, are the sole responsibility of HOMEOWNER.

As a part of hooking-up to COMMUNITY'S water system, HOMEOWNER will install a back-flow device at HOMEOWNER'S expense.

HOMEOWNER is responsible for any damage caused to their lot, other lots, streets, or any portion of COMMUNITY during the siting or removal of their manufactured home and shall reimburse the COMMUNITY or other HOMEOWNERS, as appropriate, for any loss suffered.

HOMEOWNER is responsible for connecting the manufactured home to the sewer line with rigid pipe. The manufactured home must be placed on the lot so as to cover or enclose sewer and water connections, as required by law.

HOMEOWNER must remove any towing hitch within thirty (30) days after the manufactured home is placed on the lot. Temporary steps must be removed within thirty (30) days of set-up and replaced with permanent steps. The installation of all porches, gutters, skirting and landscaping features must be completed within sixty (60) days of siting the home on the lot.

HOMEOWNER will not be entitled to move into their manufactured home until siting and set-up has been approved by the COMMUNITY.

## **5. Manufactured Home Standards;**

Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for providing the manager and/or OWNER a copy of the manufactured home purchase agreement (if the home is new) or accurate description of the manufactured home that confirms that the purchase agreement includes all required improvements as set forth in this Section (Section 5) of the COMMUNITY rules and regulations. Specifically including skirting, decking, awnings, and storage building. In those cases where a HOMEOWNER is moving a qualifying manufactured home into COMMUNITY that is not a new purchase, the HOMEOWNER shall be responsible for providing a photograph together with a complete description identifying the size and materials of all improvements including storage structures that will be sited in the COMMUNITY. All home roofs must have composition asphalt shingles or the equivalent with a pitched or gable roof profile.

No permanent alterations are to be made to the manufactured home, any structure on the manufacture home lot, or manufactured home lot itself, without the prior written permission of Community Manager (including fencing, painting, color scheme changes, etc.). The Community reserves the right to approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home lot prior to its installation. All structures must be of factory-manufactured material or specifically approved in writing by the Community prior to construction and/or installation. The Community reserves the right to request that all permanent structures erected by a HOMEOWNER be removed at the HOMEOWNER'S expense when the HOMEOWNER moves from the COMMUNITY.

All homes, accessories, and/or alterations/additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.

No manufactured home, accessory structure or addition, including awnings, decks, etc., may be placed closer than permitted by county/city set back requirements to any lot boundary line. No manufactured home, accessory structure and/or addition to include decks, awnings, porches, etc., may be placed closer than 3 feet from any electrical transformer.

All homes must have a window of not less than 12 square feet on the side of the home facing the street; example: 3'6" wide by 3'6" high. A smaller window may be allowed with the prior written approval of OWNER on the condition that the HOMEOWNER install landscaping acceptable to community management across the front of the home to visually compensate for the lack of a window(s). The window(s) facing the street must have wood trim painted a complementary color.

Homes moving into COMMUNITY must be a minimum of 20' wide (unless a lesser width is approved by community management), and must be approved by COMMUNITY management prior to move-in. A home will normally not be accepted if it is more than five years old as of the date of move-in. Management reserves the right to refuse admission to any home that does not meet COMMUNITY standards, or the condition and/or appearance of the manufactured home is misrepresented.

All homes are required to have wood or vinyl siding. Skirting must be of a similar material as the siding on the home and painted/stained to match the siding or trim color. Wood skirting must have a 2" X 6" pressure treated base plate adjacent to the ground and be made of pre-treated/weatherized material that is compatible in design to the exterior of the home. Brick, rock or ornamental skirting is also acceptable. Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT allowed. All skirting must have an access panel (minimum dimensions 18' X 24") that does not require tools for opening or closing and is located so that fuel, electric and water and sewer connections are readily accessible for inspection and repair.

Within thirty (30) days of set-up, each HOMEOWNER shall be responsible for installing the lot number of their home on the front side of the home approximately 5' above ground level. Material should consist of wood or metal affixed to the front side of the home and should be raised at least .5 inches from the home's siding. No paint will be allowed.

HOMEOWNER is responsible for installing or constructing the following within thirty (30) days of set-up of its manufactured home:

- a) Pre-treated wood skirting compatible with the manufactured home and painted to match it, or some other suitable siding approved by the community.
- b) Pre-painted continuous aluminum or galvanized metal gutters and down spouts connected by underground 3" rigid or corrugated pipe to the curb, gutters must be of continuous metal fabrication;



- c) Two above ground hose bibs, one on each side of the manufactured home;
- d) A storage building which:
- 1) is not smaller than 6' X 8' or larger than 15' X 10';
  - 2) is constructed using wood or pre-treated wood siding (whether or not prefabricated) painted to match the manufactured home; and
  - 3) is roofed with asphalt shingles compatible with the color and style of the manufactured home;
  - 4) pre-fabricated wood or metal storage sheds are allowed subject to prior written authorization from COMMUNITY management.

All manufactured homes must have awnings and decks not smaller than specified below unless otherwise approved by Community management. Exceptions to minimum size requirements may be approved if HOMEOWNER'S lot will not accommodate structures of the stated dimensions. All plans for decks and awnings must be approved by Community management prior to installation and construction. The Community may agree to elimination of the front door awning, but such agreement must be in writing at the time of move-in. Any deck area shall total no more than 500 square feet. Minimum deck sizes shall be as follows:

- \* Patio Side: Deck - 4' X 6' or 24 square feet of continuous deck.
- \* Awning - 4' X 6' or 24 square feet of continuous aluminum factory/manufactured or wood frame awning.
- \* Carport Side: Deck 3' X 6' (including steps)
- \* Awning - 12' X 26' or 312 square feet of wood or wood frame carport.

\*\* All structures must meet minimum setback requirements from any neighboring homes or structures

Homes within the COMMUNITY that have installed a deck and/or awning prior to the issuance of these Rules and Regulations shall be exempt from this requirement. Corrugated metal or fiberglass awnings are not allowed.

Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the manufactured home or fully enclosed with pre-treated wood so as to be compatible with the design of the porch and deck. All skirting must be continuous and have an access panel (with minimum dimensions of 18" by 24"), and the access panel shall not require tools for opening or closing. All decks, porches and steps must have hand rails. Vertical slats/railings made of 2" X 2" material on 4" centers must be installed between the top of the railing and the deck and step treads. Decks must be constructed of 2" X 4" or 2" X 6" pressure treated/weatherized wood.

Awnings and decks must be installed within thirty (30) days following set-up of the manufactured home unless other arrangements have been made in writing with management.

Any wood frame patio awning or carport awning must have a composition roof, be designed and painted to match the manufactured home and be approved by Community management in writing prior to its construction. The carport awning must be a minimum of 12 feet wide unless the terrain or the lot size or shape limit the awning size to a narrower width. Garages may be constructed in lieu of a carport but must be the same color as and compatible with the manufactured home and shall be constructed only with Community management's prior written approval.

All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above-ground plumbing must be connected to an underground shut off/gate valve that is accessible and maintained in good working order at all times. HOMEOWNERS are responsible for bleeding outside water lines prior to subfreezing weather conditions. Any damage or expense caused by freezing pipes will be borne by the HOMEOWNER.

Each HOMEOWNER shall receive a Lot LANDSCAPING WORKSHEET at the time HOMEOWNER makes application for residency. The worksheet will outline a general landscaping plan which shall be used as a model for preparing the HOMEOWNER'S landscape plan. Prior to siting of the manufactured home, HOMEOWNER must submit a lot landscaping plan to Community manager for review and approval. No home will be allowed to move into COMMUNITY until the lot landscaping plan has been approved by the Community. Not later than ninety (90) days following move-in, each new HOMEOWNER shall be required to install sufficient landscaping so as to meet the minimum landscape standards set forth below.

Prior to moving into the COMMUNITY and as a deposit to insure HOMEOWNER'S landscaping is completed, HOMEOWNER shall provide to OWNER a signed addendum to the lease, indicating that a landscaping deposit payable to OWNER, in the amount of \$1,000.00, shall be due prior to move-in. OWNER shall have the right to recover from the landscaping deposit, such sums expended by OWNER in correcting and/or completing HOMEOWNER'S landscaping. The landscaping deposit (or any funds remaining if landscaping was done by OWNER) shall be returned to HOMEOWNER on completion of all required landscaping work.

A. Landscape Plan with Front Yard Lawn: If the HOMEOWNER elects to install a lawn in the front, side or rear yard areas of their lot, the lawn must be mowed regularly and kept weed free.

B. Landscape Plan without Front Yard Lawn: If a HOMEOWNER elects not to install a lawn in their front yard, acceptable alternatives include weed barrier fabric covered with decorative rock or bark mulch together with a minimum of not less than ten evergreen shrubs, measuring either 18"-20" in size or in 3-5 gallon containers plus not less than five additional shrubs or plants of a size not smaller than 1-gallon in size. All yard areas that are covered with decorative rock or bark must be kept weed free at all times.

C. All HOMEOWNERS are required to landscape and maintain the yard area next to their driveway that lies within the boundary of their lot. HOMEOWNERS are encouraged to help each

other within the community and/or may make arrangements with their neighbor to allow the neighbor to improve and/or maintain the landscaping in this area if both parties agree.

The Community reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances which may be dictated herein by the terrain of the COMMUNITY or individual lots.

No excavation of any kind shall take place until and unless the Community has been notified due to the existence of underground utilities.

## **6. Manufacture Home and Lot Maintenance;**

**HOMEOWNER is responsible for maintaining, keeping clean and in good repair the exterior of their manufactured home, as well as all appurtenant structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, hand railings, storage buildings, etc., shall be painted or stained as necessary to prevent their visual and/or physical deterioration. The exterior finish of the home must be maintained and in compliance with manufactured home guidelines described in this agreement.**

**HOMEOWNER is responsible for maintaining all lawn areas, flowers, shrubbery and trees within the boundaries of their lot. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds and watered as necessary. All slopes must be planted with erosion deterrent plants. All yard and home maintenance equipment must be stored inside of resident's garage, shed, or home so that it is out of plain site.**

**If the landscaping is not properly maintained, Community management may, but is not required to, perform or have performed whatever landscape maintenance may be required and charge the HOMEOWNER directly. If the HOMEOWNER consistently fails to maintain the space, the community reserves the right to perform all landscape maintenance needed and charge the HOMEOWNER directly.**

**All landscaping improvements made to the manufactured home lot as provided by this Agreement shall, upon termination of tenancy, by either the HOMEOWNER or COMMUNITY management, become the property of the Community except as provided herein below. The HOMEOWNER may remove only those landscape improvements that COMMUNITY AND HOMEOWNER have agreed upon in writing and signed by all parties.**

**HOMEOWNERS absent for two weeks or more (14 consecutive days) shall be responsible for arranging for the care and maintenance of their lot during their absence.**

Fences over 48" high are not permitted. Chain link fences, vinyl fences and cedar fences are allowed and may be installed only in the rear yard area of the manufactured home lot. Chain link fences require metal fence posts set in concrete and stretched fencing fabric. All cedar fences shall be 36" in height with a 12" lattice top rail and be constructed as per applicable building code regulations. All fences, including color of paint or stain, must be approved in writing by COMMUNITY prior to installation. HOMEOWNER is responsible for maintaining any fence located on HOMEOWNER'S lot.

If HOMEOWNER constructs a rear yard fence, HOMEOWNER will be responsible for a 12-inch mowing strip along the outside of the fence, whether or not that strip is HOMEOWNER'S lot or COMMUNITY property.

Common areas, driveways, streets and HOMEOWNER'S lots, including porches and decks, are to be kept clean and free from trash and litter at all times. Personal property of HOMEOWNER'S or HOMEOWNER'S guests shall not be permitted to be left in the streets, other HOMEOWNER'S lots, or the common areas. Garbage cans, gardening tools and equipment, etc., must be stored inside the HOMEOWNER'S storage shed.

Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture. Storage of any type beneath the mobile home including material of explosive nature is strictly prohibited. Standard patio furniture and a Community approved storage cabinet will be permitted to present a clean and neat external appearance. Any household appliance, exercise equipment or upholstered furniture cannot be placed outside the mobile home. Boats, travel trailers, unmounted campers or unsightly objects are not to be stored on HOMEOWNER lots or parking areas. Special storage problems should be coordinated with Management in advance.

In an effort to minimize/prevent unmanageable fires, only gas BBQ's are acceptable for outdoor cooking. No outside fires of any kind are permitted in the Community.

Stacking or storage of firewood is limited to one cord. Firewood must be stored behind the manufactured home or in an approved storage shed. All wood and pellet burning stoves that do not contain a seal of certification by the appropriate authorities are not allowed in COMMUNITY and must be removed upon sale of the home. Any tarps used to cover firewood must blend with the surroundings and/or be compatible in color.

Clothes lines or clothes line poles are not allowed. Clothing, linens, rugs, etc., are not to be draped over deck or porch railings or otherwise left outside the HOMEOWNER'S manufactured home.

HOMEOWNER may erect play/exercise equipment in HOMEOWNER'S backyard with manager's prior written permission. All play/exercise equipment must be located behind the manufactured home and within the designated boundaries of the HOMEOWNER'S yard. HOMEOWNER assumes responsibility for maintaining all such equipment in serviceable

condition and agrees to remove the equipment when the tenancy is terminated. Permission to have play/exercise equipment on the lot is subject to revocation at any time if management determines that the equipment is dangerous, inherently unsafe, being used by HOMEOWNER or HOMEOWNER'S guests in an inappropriate, abusive or disruptive or noisy manner or in need of repair. As a condition to granting consent to install such play/exercise equipment, management shall have the right to require the HOMEOWNER provides proof of liability insurance of not less than \$250,000 naming the OWNER and COMMUNITY as co-insureds. All such decisions by management shall be in management's sole discretion and shall be final. Above ground pools (wading pools, hot tubs/spas, etc.) are not permitted. HOMEOWNER agrees to defend and hold the Community and Community agents harmless from any and all claims, suits, damages and actions resulting from play/exercise equipment.

**HOMEOWNERS must remove (take down) any holiday decorations from their manufactured home, yard and/or space within thirty (30) days after the celebrated holiday.**

HOMEOWNER is responsible for installing, maintaining, and keeping clean and in good repair approved window coverings which may include curtains, drapes, shutters or blinds, etc., in all windows of the home. Unapproved window coverings include, but are not limited to, sheets, blankets, table cloths, and plastics, etc.

**Exterior window blinds are not allowed.**

**Signs, Posters, Decals, Prints, Pictures, etc., are not to be displayed in windows or on the home at any time. Political yard signs are permitted during an election campaign however must be removed within 48 hours after Election Day. No sign shall be larger than 18" X 24" or 432 square inches.**

All shrubs and their location must be approved by management in writing before planting. All bushes shall have a maximum height of 5 feet. No shrubs shall be used as a hedge. NO TREES SHALL BE PLANTED BY ANY TENANT.

Tenants who fail to maintain their landscaping and space appearance shall be given a written notice by Community management allowing them fifteen (15) days to correct overgrowth, deterioration or accumulation of items specifically prohibited by these rules. If the Tenant fails to comply with the written notice within the fifteen day period, the Community management may, in addition to any other legal right it may have, undertake the work and charge the Tenant the Community's actual cost including a minimum fee of Seventy-Five Dollars (\$75.00) + \$20.00 per hour per laborer and the dump fee if the accumulation is excessive and/or requires trips to the dump, which is due and payable by the Tenant as rent due by the first day of the next month.

## **7. Sale of Mobile Homes;**

Current tenant must fill out and submit the Notice of Intent to Transfer Tenancy and submit the form at least fifteen (15) days before the date of the transfer consistent with RCW 59.20.073. All the required documentation must be executed, processed and approved before any transfer can be complete. **The Buyer will become liable for any violations of the Rental Agreement or the Community Rules.**

## **8. Rental of Manufactured Homes;**

Manufactured homes and/or leased space provided by the Community may **NOT** be rented, loaned, sublet, or used for any purpose other than that purpose expressly granted in the original space rental agreement signed by the Tenant and the Community management. Any use of the Tenant's space or manufactured home that violates local, state or federal laws is prohibited and is cause for eviction from the Community.

## **9. Removal of Manufactured Homes;**

Unless the applicable law provides for a shorter notice period, Management must be notified at least one (1) month in advance of a Tenant's tenancy renewal date if the tenant does not wish to renew the tenancy and intends to remove a manufactured home from the Community. Notification must include a forwarding address, name of the company responsible for the move and proof of proper permits. All outstanding accounts must be paid in full at the time of notification as well as the day the home is moved. Tenants who have signed a 1-year lease agreement must adhere to the terms of the lease, which may not permit moving before the expiration of the lease unless the rent is paid through the lease term.

Home removal must be scheduled at a time convenient for management to be present in case of emergency.

Tenants are responsible for removing all debris and for cleaning-up the vacant space within 24 hours of removal of Tenant's home. Failure to comply with the provisions of above will result in forfeiture of all or part of Tenant's security deposit and may result in additional costs being billed to Tenant if the cost of cleanup exceeds the amount of the Tenant's security deposit.

Timberlane is a 55+ Manufactured Home Community, and as such all homes must be occupied by a homeowner who is 55 years of age or older. All additional occupants of the home must be over the age of 35 years. Homes that are presently occupied by homeowners that are under the federally specified 55 years of age, must upon resale, sell to only qualified purchasers who pass Timberlane's age and other requirements.

## **10. Damage or Catastrophe;**

All Tenants are required to carry insurance on their homes in case of fire, casualty, and public liability. Collective Parks Property Management, LLC and 4707 Timberlane PropCo LLC must be listed as additionally insured. Tenants must provide current insurance information upon request. Tenants must immediately notify Management in the case of fire or other disaster.

In the event a home is destroyed by fire, explosion, flood, the elements, or otherwise or such partial destruction thereof as to render the tenants home wholly uninhabitable or unfit for occupancy and cannot be repaired within ninety (90) days from the happening, the tenant shall promptly remove his/her home or the remains thereof, and all other property from the destroyed premises at the tenants own cost and shall surrender said premises.

Should tenants home be so slightly damaged as not to be rendered uninhabitable or unfit for occupancy, then the tenant agrees to repair the same with reasonable promptness.

## **11. Utilities/Services;**

Utilities **NOT** provided for in the rental agreement which may be required or optional, include but are not limited to: electricity, cable TV, telephone service and internet service. All of these hook-ups are potentially available at the space. All antennae or satellite dishes must be wholly mounted on homes, so placed and constructed to not cause a hazard.

New Tenants are responsible for hiring professionals to properly connecting/install all Community supplied utilities and shall be in compliance with all current city, county and/or state regulations. The hired professional must be approved by the Community prior to starting any work. All permits must be obtained and provided to Community management prior to the start of any work.

Tenant shall not damage or in any way tamper with the Community's electrical, water, sewer, cable television, or any other utility lines and connections and Tenant shall be responsible for any damages thereto. In case of trouble with or damage to these connections, Tenant hereby agrees to immediately contact the utility company and to immediately notify the Community management of the problem.

All utilities shall be accessible at any and all reasonable times to Community Management without hindrance, including fences and unsupervised dogs. No Tenant, Tenant family member, guest, visitor or renter shall impede or obstruct access to any utility.

Management shall not be responsible for interruption of any utility service. Utilities may be disconnected from time to time for repairs, alterations or additions.

Rented or owned Propane tanks and household lines must comply with all city, county and state codes and are the responsibility of the tenant.

## **12. Water/Sewer Connections;**

All water and sewer lines and pipes below the ground level will be the responsibility of the Landlord and anything above the ground level will be the responsibility of the tenant. This includes the sub meters and sub meter box installed at each lot which will be the responsibility of the tenant. If damaged or broken the tenant will be required to pay for any repairs and/or replacement of the sub meter or sub meter box. Tenant shall maintain water and sanitary sewer lines from the point of connection and throughout their home in good order and repair. Tenant shall be responsible to pay for the reasonable costs of repairs occasioned by damage caused by tenant's actions on any said lines or pipes above or below ground level.

Tenant shall keep the water and sewer lines on their space free and clear from all parked vehicles, plantings and any and all debris to prevent damage and to allow access to said lines by Management.

Tenant is responsible for utilizing electric heat tape and appropriate insulation materials to prevent all water lines from freezing. All water lines must be protected to prevent freezing prior to October 15<sup>th</sup>. Community Management will complete an inspection of each home prior to October 15<sup>th</sup> to ensure all water lines have been insulated properly. A service charge will be assessed for each service call to thaw pipes (Please see Addendum D for applicable charges). Tenant is responsible for any damage that results from frozen pipes.

Toilets and drains are not to be used to dispose of garbage, paper towels, cigarettes, grease, oil, etc., or other items which will not readily and completely disintegrate. The sewer system cannot handle this type of debris; it can cause severe backups and result in additional plumbing charges to the tenant.

**Tenant will permit inspection and will comply immediately with any direction by Community management to repair leaks and/or replace water line connections and insulation.**

Conservation of our water resources is important to the Community, as well as the City of Olympia.

The Community will distribute and enforce an odd-day even-day landscape-watering schedule when necessary to conserve water in the summer months. Failure to abide by the schedule may be in violation of city ordinances and may be cause for eviction from the Community.

**Reduced Flow/Flow restriction devices on showers, faucets and toilets are recommended.**

## **13. Garbage/Recycling/Hazardous Waste;**



To prevent unhealthy and unsanitary conditions, all garbage must be in plastic garbage bags and placed in garbage containers used for each home site. All garbage shall be tightly covered and fastened to prevent garbage from escaping into the Community. Plastic garbage bags may not be left exposed. This invites wild critters such as rats, raccoons, coyotes, bears etc., and is strictly prohibited. It is the Tenant's responsibility to keep the area around their garbage cans free of litter to avoid possible fire or infestation by rodents or other animals.

Garbage containers shall be rodent proof, insect proof and watertight. If containers become damaged or loose, they must be replaced. The can and lid are to be clearly marked with the Tenant's name and space number.

Tenants are to place garbage cans with lids firmly secured at the front of their spaces no sooner than the night preceding the day of pickup (the schedule is available from Community management). Tenants are to remove garbage cans from the front of their spaces no later than 8:00 p.m. on the day of pickup.

Failure to clean up spilled garbage or an accumulation of recyclable materials within 24 hours of notification by Community management will result in a service charge for each occurrence. The total amount of the charge will depend upon the actual cleanup cost. The amount of the charge is due and payable by the Tenant as rent due by the first day of the next month.

Newspapers, glass, cardboard, aluminum and tin cans, and plastic bottles only are to be deposited in the recycle bin. Accumulation of recyclables at the Tenant's mobile home space is a fire hazard, may lead to infestation by rodents and other animals, and is prohibited.

Hazardous Waste as defined by state and federal agencies is not allowed in the Community under any circumstances. Fertilizers, insecticides, herbicides and other toxic chemicals, paints, solvents, medical wastes and other potentially dangerous substances are to be stored inside the home or in a LOCKED shed to prevent fatal accidents and must be disposed of in a proper manner as recommended and prescribed by the Environmental Protection Agency and/or the State of Washington Department of Ecology and the manufacturer.

## **14. Mail;**

It is the Tenants responsibility to go to the Olympia Post Office and order the locks changed to your assigned mail box. There is a fee associated with this service that is charged by the BDPO.

## **15. Vehicles, Parking and Repair;**

No unlicensed person may drive or practice driving in the Community.

All Tenants who desire to park any vehicle(s) in the Community must register it/them with Community management. **The only vehicles allowed in the Community are those that are**

**registered to approved Tenants of the Community and for which Tenant can show evidence of current registration.** Proof of current vehicle registration and insurance must be provided to Community management upon request and prior to having the vehicle in the Community.

The Community has attempted to provide parking for two (2) vehicles per space. Parking for additional vehicles, if space is available without detriment to the yard or utilities, may be made by special application to the Community. Permission may be granted at the discretion of the management and is not guaranteed. If space has been deemed available and permission is granted, an extra vehicle agreement will be executed and an applicable fee per extra vehicle over the allowed two (2) will be charged monthly until removed from the Community (Please see Addendum D for applicable charges). It is up to the owner of the vehicle to inform the Management of the removal in order to stop the fee(s). Permission will never be allowed for more than 4 vehicles. Permission may be revoked by the Community for any reason consistent with these Rules. Tenant vehicles may only be parked in their own rented space and in designated driveways.

**No one is allowed to park on the lawn, main drive, seeded area or patios. Vehicles parked in such a manner, or unregistered vehicles, will be tagged and towed in 24hours at the owner's expense. In addition, any environmental liability/fines incurred by the Community as a result of Tenants and or their visitors parking on the lawn, main drive, seeded areas, patios, or any other unauthorized parking area will be the responsibility of the Tenants.**

No commercial vehicles are allowed into the Community unless making a service call. Commercial vehicles shall not be parked in the Community overnight unless written permission is given by the Community management. Heavy trucks (exceeding 1-ton capacity) and other construction or heavy equipment are strictly prohibited from entering or being stored within the Community, unless they belong to contractors working on Community projects which are authorized by Community management. There are to be no snowmobiles, off-road motorcycles, 4-wheelers or other non-street legal vehicles or watercraft allowed to be driven and/or stored on Community property. No electric scooters, mini motorcycles, go-carts or other children's gas or electric operated vehicles will be allowed to be stored or ridden on Community property. This is a danger and will result in an eviction notice.

Campers and/or motor homes, are prohibited and must not be stored or parked anywhere in the Community, with the exception of loading and unloading, except by special permission. The loading and unloading should not exceed a 12-hour period.

All Tenant vehicles must be currently licensed, drivable, and street legal. If the Tenant fails to comply, then, in addition to any legal right, the Community may have the vehicle removed at the Tenant's expense.

Tenants will be held responsible for damage to pavement due to dripping oil, gasoline and/or lubricants. The Community assumes no responsibility for theft, vandalism or damage vehicles on Community property.

Utility trailers shall not be parked at Tenant's space or anywhere on Community property without the prior written permission of Community management. If approved, there will be an applicable fee that will be charged monthly until removed from the Community (Please see Addendum D for applicable charges). It is up the owner of the vehicle to inform the Management of the removal in order to stop the fee(s). Permission is not guaranteed.

Bicycle riders shall obey the same rules regarding speed, stop, side of street, and other applicable regulations as provided by vehicles in this chapter.

All repair or maintenance of any motor vehicle or equipment on Tenant mobile home spaces or Community property is strictly prohibited. Vehicles must be taken off site to do any and all maintenance. No one is permitted to change oil, coolant or any other fluids used in motor vehicles. Tenants are responsible for the complete cleanup of any spillage and for all costs in the event the cleanup is undertaken by Community management. **No vehicle/equipment shall be left unattended on blocks, jacks, etc.**

Pick-Up truck campers/shells shall not be removed from the truck and stored on the lot. Automobiles, motorcycles, boat motors, snowmobiles and all other motorized devices shall comply with all local regulations for noise suppression and abatement.

## **16. Tenant Guidelines;**

**Tenants are responsible at all times for the behavior of their renters, family members, visitors and guests and shall inform them of these Rules and Regulations. Proper supervision must be provided for their occupants at all times.**

Consideration of all Community Tenants and especially immediate neighbors is mandatory. Disturbing noises of any kind are not permitted any time. No loud parties or excessive noise will be permitted. No music, TV, or any other entertainment noise shall be heard beyond Tenant's rented space. Quiet hours will be observed between the hours of 9:00PM and 7:00AM.

Tenant's guest and dependents are required to be in their own homes or yard by dark unless accompanied by the Tenant. Tenant's guests and dependents are the Tenant's responsibility and they are not permitted to roam the Community without being accompanied and may not damage other people's property. Loitering will not be permitted in the Community.

**Tenants, tenant's guests and tenants may only play in designated areas while accompanied by the Tenant.** Privacy of Tenants is to be respected at all times. There shall be no trespassing on the rented spaces of others. Tenants and their families and guests shall not trespass on vacant

spaces for any reason. Any Tenant, Tenant/renter, Tenant family member, visitors or guests found to have trespassed and/or caused damage(s) to the property or space of another Tenant will be held financially responsible for such damage and satisfactory repair or replacement. Trespassing is a criminal act and as such will cause the eviction of the trespasser.

Children playing at the playground are to pick up after themselves (toys, trash, clothing, etc.) All items left will be considered trash and will be discarded as such. Any damage to Community facilities and property caused by Tenants, renters, and/or their visitors and guests, shall be repaired by Community management and the cost of the repairs shall be charged to the Tenant.

There is to be no rollerblading, skate boarding, or bicycle riding after dark. There is to be no loitering or playing in the street at any time.

Roller blading, skateboarding and bicycle riding are only to be used to get from one location to another and **ONLY** with the use of helmets and other appropriate protective gear, this is the law for the city streets and will be adhered to in the Community.

## **17. Guests and Visitors;**

Tenants are responsible at all times for the behavior of their guests and shall inform them of the Rules and Regulations.

**A VISITOR is a person who wishes to stay with the Tenant, is not listed on the tenant's rental agreement, that stays with the tenant for 15-days or less during any 60-day period. A GUEST is anyone who wishes to stay with the Tenant, is not listed on the tenant's rental agreement, that stays more than 15-days in a 60-day period.**

Prior to any GUEST arriving, the Tenant **MUST** notify Community Management. Guests must submit to criminal background check before visiting for over 15-days in a 60-day period. If the guest is expected to stay longer they must do a full screening (at their own cost), and if qualifying as an occupant, a temporary occupancy agreement must be executed.

If the Guest does not qualify as an occupant, they will not be allowed to stay with the tenant, no exceptions. If at any time Guests do not abide by the Community Rules and Regulations, the Management of the Community may ask them to leave as well as issue a 15-Day Notice to Comply to the tenant. The tenant is responsible for the actions of the Guest at all times.

## **18. Pets;**

Any Tenant intending to keep a dog or cat in the Community must obtain prior written permission from Community management. ALL animals must be spayed or neutered before arrival into the Community. Each space can have a maximum of two (2) pets. All pets are to be indoor animals only.

No vicious breeds are allowed in the Community at any time, specifically to include but not limited to Rottweiler, Chow Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Great Dane, Presa Canario, Akita, Alaskan Malamute, Siberian Husky, Bull Terrier, American Bulldog, Mastiff, Bandog, Boerboel, Dogo Argentino, Fila Brasileiro, Tosa Inu, Wolf, Wolf Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of aggression towards a human being or animal. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kind including wolves or wolf hybrids, monkeys, or apes, or pigs. Failure to comply with this restriction shall subject the tenant to the animal's immediate expulsion from the premises and termination of the lease by the landlord. This is specifically related to the Community's ability to properly insure the Community.

"Seeing eye" dogs for the blind or visually impaired are not subject to this limitation. Farm animals like outdoor rabbits and chickens are not permitted on Community property under any circumstances. Boarding or breeding of animals will not be permitted in the Community under any circumstances.

**Prior to bringing a pet into the Community, a Tenant must bring the pet to Community management for registration, including a picture of the animal, its license number, and vaccination tag number and expiration date as well as the spay/neuter certificate. This information is recorded on the Pet Registration Form/Agreement, which is to be signed by the Tenant and kept on file by the Community.**

Pets must wear a current license and vaccination tag. Tenant(s) must comply immediately with any request from Community management to provide evidence of current vaccinations.

Failure to have a current license and vaccination tag is cause for immediate removal of the animal from the Community. Any unidentified animal observed roaming on Community property will be caught and the management will call Animal Control for removal from the Community.

Tenants wishing to have a dog over 30 lbs must fence their yard to prevent the animal from escaping into roadways and neighbor's yards. Tenants with small dogs that have a history of escaping must also fence their yards. No dogs are to be left or tied out of doors without their owners for this reason.

All dogs must be kept on a short leash and under the control of the owner when not in the Tenants space.

Tenants shall immediately cleanup all of their pet's waste on their rental space and/or on Community property and Tenants shall not allow their pet(s) to create a health hazard within the Community. Constant barking, growling, snarling and/or other noises which disturb other residents will not be tolerated. Noisy or unruly pets will not be allowed to remain on Community property.

Any pet that, in management's sole opinion, constitutes a nuisance or causes a Tenant's space to become unsightly, or, in the alternative, if Community management receives three (3) or more complaints regarding a Tenant's pet(s), then, upon written notice the Tenant shall immediately remove the pet(s) from the Community. Failure to remove the offending pet(s) from the Community is cause for termination of tenancy and eviction of the Tenant.

## **19. Violation of Community Rules;**

The Community management will enforce these Rules and Regulations. Tenants in violation of the Community Rules and Regulations shall receive a 15-Day Notice to Comply to cease and/or correct the violation. Substantial, periodic or repeated violation(s) of these Rules and Regulations or of Tenant duties under the Washington Mobile Home Landlord-Tenant Act is cause for termination of tenancy and eviction from the Community. **Three (3) written notices in any 12-month period is cause for termination of tenancy and eviction from the Community.**

## **20. Returned Checks;**

Any check returned for any reason shall result in a fee (Please see Addendum D for applicable charges). Returned check fees are in addition to and part of the rent due for that month. Failure to pay returned check fees when due is cause for termination of tenancy. In addition, in the event a check is returned for any reason, the Community reserves the right to refuse future personal checks and require payment either with cashiers' check or money order.

I (We) have received, reviewed, understand, and hereby agree to comply with the Rules and Regulations of Timberlane, a **copy** of which has been provided to us. I (We) understand that a violation of any of these Rules and Regulations is cause for termination of my (our) tenancy and that I (**we**) may be evicted.

Space #: \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Owner/Manager: \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title: \_\_\_\_\_

## **Vehicle Identification and Registration Form:**

Name of Tenant: \_\_\_\_\_

Space #: \_\_\_\_\_

Number of Vehicles: \_\_\_\_\_

**Description of Vehicles (make, model, year, color)**

\_\_\_\_\_  
\_\_\_\_\_

**Date of Exp.** \_\_\_\_\_

**License #** \_\_\_\_\_

**State In Which Licensed Currently** \_\_\_\_\_

**Manager's signature:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**FOR COMMUNITY USE ONLY**

1. VIN # Validated	2. VIN # Validated
Date:	Date:
By:	By:

**Emergency Contact Form:**



**Person to Contact In Case of Emergency:**

Name/Relationship to Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell \_\_\_\_\_ Work: \_\_\_\_\_

Does this person have a key to the home in case of an emergency and you are unable to be reached? \_\_\_\_\_

**Phone #/Mailing Address Form:**

Name of Tenant: \_\_\_\_\_

Space #: \_\_\_\_\_

Mailing Address/P.O. Box \_\_\_\_\_

Phone #: \_\_\_\_\_

**Name of Employer & Address**

\_\_\_\_\_

\_\_\_\_\_

**Phone #:**

\_\_\_\_\_

\_\_\_\_\_