## Wallace River Mobile Home & RV Park

A community for Manufactured Homes and RV's

## **RULES AND REGULATIONS**

- 1. INTRODUCTION. The purpose of these Rules and Regulations is to provide for the reasonable control of use of the facilities at Wallace River Mobile Home & RV Park, a mobile home park, to the end that residents may enjoy a pleasant community atmosphere and to establish the rights of the Lessees and Colleen Maschmedt, the Owner. As used herein, the Park refers to the entire property which is the Wallace River Mobile Home & RV Park. All rules and regulations will be interpreted and applied in a reasonable manner.
- 2. THIS IS A PLANNED MOBILE HOME COMMUNITY. All mobile homes accepted in the Park must be approved homes in structure, aesthetics, architectural quality, appearance and design to ensure continuity and conformity. All mobile homes must comply with all recent health, safety and construction codes and government standards. Owner will have the initial approval in regards to any mobile homes, accessories, exterior structural improvements, construction or changes in the Park.
- 3. IMPROVEMENTS. Upon termination of Lessee's tenancy for any reason, Owner may, at its sole option, require Lessee to remove, at Lessee's own expense, all landscaping and structures or other improvements permanently attached to or embedded in the ground. Lessee shall repair any damage to the Lot caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions, and shall leave Lot in a newt, uncluttered condition with the Park's original engineered grade intact.
- **4. BUILDING STANDARDS**. No home, carport, storage shed, patio, landscaping, fencing, exterior lighting or other improvements of any kind shall be placed on or made to a Lot in the Park unless prior to doing so Owner shall have given its written approval to do so. Prior to commencing installation of, or a change in, accessory equipment and structures, or installation of, or a change in, any appliance which is connected to the gas, electric, or water supply, Lessee shall submit, for Owners approval, a written plan describing in detail the accessory equipment, structure, or appliance which Lessee proposes to install or exchange. Lessee must discuss Lessee's plans for accessory equipment and structures with the Park manager prior to preparing the written plan for Owner's approval. Any accessory equipment, structure, or appliance installed or exchanged which does not conform to the Park's residency documents shall be removed by Lessee within ten (10) days of receipt of written notice. NO IMPROVEMENTS shall be approved by Owner which fails to conform to the following minimum standards.
- A. STYLE. Each home shall have a pitched roof with asphalt shingles: siding shall be hardboard horizontal lap siding or other residential house siding which shall be approved in writing by Owner. When it is time to paint the exterior of your home the Owner of the Park must approve any exterior paint choices before the home is painted from its current color.
- **B. ACCESSORY STRUCTURES.** Owner requires that awnings, porch, garage, steps, and skirting to be added. The installation of all required appliances, accessory equipment and structures on Lessee's mobile home shall be completed within sixty (60) days of the date, Lessee signs the rental agreement, or first occupies the mobile home, whichever, is earlier. Gravel or concrete driveway, covered parking area for one car, and a storage shed or locker is required to be installed at Lessee's cost for Lessee's mobile home. The roof color, siding materials and general architectural style for any shed, carport or patio cover shall match the color, materials and style of the mobile home.
- **C. FOUNDATIONS**. Each mobile home shall be set on excavated foundations, be solidly blocked, fully skirted with properly braced siding material or compatible masonry, have all hitches and tongues removed or placed completely below grade and concealed from view. All tires, wheels and axles shall be removed from the mobile homes and the mobile shall be set as low as possible to grade.
- D. DRAINAGE & UTILITIES. Each mobile home shall have rainwater gutters and downspouts which are connected in accordance with Owner's written instructions. 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 suitable systems acceptable to Owner and shall be maintained in good operating at all times. Water lines shall be provided with a suitable check valve device to prevent water heaters from draining in the event that the water supply is interrupted. No storage tanks shall be allowed above the surface of the ground. No gray water discharge or seepage is allowed on the ground. If leaks are detected from the Park's source into or within the mobile home or RV, Lessee shall fix immediately at Lessee's expense.
- **E. LOCATION.** Each mobile home shall be located within the Lot's setback lines which shall be established by the individual lot plan prepared incident to and attached to the agreement for installation of the mobile home Lot, but in any event the setback lines shall not be less than 5 feet from the side and rear of the lot and not let than 15 feet front the front of the Lot.
- **F. COMPLIANCE WITH CODE.** At all times the mobile home, all accessory structures and improvements and utility connections shall comply with applicable governmental laws ordinances and regulations.
- **5. USE**. Each Lot and appurtenant areas shall be used as provided in the Rental Agreement.
- **6. APPROVALS.** Requests for approvals or consents required from Owner under these Rules shall be made in written form and with such information as Owners may reasonably require to be informed sufficiently to give or refuse the approval. Requests shall be made at the Park Office.
- 7. OCCUPANCY. Only Lessee and persons specifically named in the rental agreement shall reside permanently on Lessee's lot. The persons named in the Rental Agreement may be changed with the written consent of the Owner, which consent shall not be withheld unreasonably. All persons over 18 must sign the rental agreement and are subject to a background and credit check. No more than two persons per bedroom may live in any one mobile home at any one time as residents, temporary residents and guests. A person who sleeps in a mobile home for more than two six-hour periods during any 36-hour period shall be deemed to live in the mobile home.
- **A**. All persons who live in a mobile home and who are not named in the Rental Agreement shall be registered by Lessee at the Park business office as a guest. After a guest has lived at Wallace River Mobile Home & RV Park for more than 15 days in any 60-day period, a charge of \$25 shall be paid by Lessee for the guest for each day or fraction thereof that the guest continues to reside on the Lot.
- **B**. Any person who lives in a mobile home during the temporary absence Lesser shall be registered at the Park business office, but shall not be considered a guest so long as the Lessee is absent and not living in the mobile home at the same time.
- **C.** If any mobile home will be vacant for more than 24 hours, the business office at the Park shall be notified in advance or as soon as possible by Lessee. The Owner shall not be responsible in any event for any loss or damage to a vacant mobile home.
- **D.** Only persons who are Lessees or who are invitees, guests or licensees of Lessees shall have the right to enter the Park. Owner may prevent any other person's entry into the Park and may remove or have removed such other persons from the Park in Owner's sole discretion.
- **E.** Lessee shall be responsible to Owner for and shall reimburse Owner for any loss or damage incurred by Owner because of the actions of any person who uses any park of Park at the invitation or with consent of Lessee. Lessee shall be responsible for all actions of Lessee's guests.

- **F**. Lessee agrees to acquaint all guests with the conditions of tenancy of the Park, including, but not limited to, the Rules and Regulations. Lessee is personally responsible for all the actions and conduct of Lessee's guests. Except when guests are entering or leaving the Park, Lessee shall accompany the guests at all times they are in the Park.
- 8. CHILDREN. No person shall loiter or play to be permitted to loiter or play in any area of the Park, except in the common recreational areas. NO PERSON MAY PLAY IN THE STREETS AT ANY TIME.
- 9. PETS. No animals shall be kept or permitted in any part of the Park, except for the Lessee's household pets which do not exceed ten (10) pounds in weight. Absolutely no pit bulls, Rottweilers, Doberman pincers or any other aggressive breeds or mixes ever allowed in the park. Any household pet which unreasonably interferes with the peaceful use and enjoyment of any part of the Park, in the opinion of the Owner exercising its absolute discretion, because of noise or other objectionable habits or conduct, shall be promptly removed from the Park by Lessee at the written request of Owner.
- **A.** Each animal which is kept as a permitted pet at the park shall be registered by name and description with Owner. No guest shall bring any animal into the Park.
- **B.** When not in Lessee's mobile home, Lessee's pet animal shall be kept on a leash, in a cage or under the suitable physical restraint under the direct control of a person. No animal shall be permitted at any time in any commonly used areas of the park except streets.
- C. The person who keeps an animal at the Park shall be liable for any damage caused by the animal and shall immediately clean up any waste deposited by the animal in the Park, this is to be disposed into the garbage can owned by the pet owner. If evidence is found that a pet's waste has not been picked up by the owner of the pet either by testimony of other tenants, photo or video surveillance the tenant will be given a \$50 fine along with official notice to pick up after the pet. The second such notice will be accompanied by a \$100 fine and for each notice thereafter. If any tenant receives more than 3 of such notices within a one-year period the pet will no longer be allowed to live in the park and the tenant may be in jeopardy of losing tenancy all together.
  - D. Each pet must be licensed and inoculated in accordance with local law and proof of such vaccinations be brought to the park.
- **E**. Any pet running loose in the Park will be impounded at the pet owner's expense, and Lessee may be notified to vacate Lessee's Lot or give up Lessee's pet. Pets must be walked on a short leash. Should Lessee lose his or her pet, written permission must be obtained from Owner before Lessee may acquire another one.
- **F.** Pets will not be allowed to cause any disturbance which might annoy neighbors. If a pet causes any disturbance, annoyance, or harm such as barking, growling, biting or any other unusual noises or damage which will annoy or cause harm to a neighbor, permission to keep the pet will be revoked. Pets are not allowed to wander onto other lots at any time even when on a leash.
- **G.** No breeding, selling or dealing of animals of any kind shall be permitted at the Park at any time. Any animal which gives birth or hatches young shall be required to be removed from the park until it's young are separated from it.
- H. A charge of \$50 per pet shall be paid by Lessee to Owner as additional rent for each calendar month or part thereof during which an animal is kept at the Park by Lessee.
  - I. No more than one dog or cat shall be permitted to be kept in any mobile home at one time without expressed consent from the owner
- J. Tenants who "sneak" in a pet without disclosing to the office will pay a \$500 fine and rent will not be accepted for the following month without until the fine is paid. Paying the fine does not constitute acceptance of the park of the pet that was snuck into the park.
- 10. AUTOMOBILES, MOTORCYCLES & OTHER VEHICLES. No more than (i) two automobiles or (ii) two small pickup trucks without camper tops or units or (iii) one automobile and one such truck shall be regularly kept by Lessee at Lessee's Lot. No other vehicles, except motorcycles and bicycles shall be kept at a Lot by Lessee. Each Lessee shall register with Owner each automobile, motorcycle or another motorized vehicle with Lessee intends to keep at the Park. Lessee shall promptly notify Owner of any change in the vehicles which Lessee intends to keep.
- A. Any other vehicles which Lessee desires to keep at the Park, including without limitation additional automobiles, trucks, trucks with camper tops or units or trailers, motorhomes, travel trailers, utility trailers, snowmobiles, jet skis, ATVs and motorcycles shall be kept and parked in the storage area designated by Owner to the extent space is available. Space in such storage area will be provided on a first come first serve basis under separate agreement with Owner which agreement will provide for a storage charge as additional rent. If space is not available at the storage area, Lessee's motor vehicles shall be stored elsewhere, not at the Park.
- **B.** Each guest or temporary resident who intends to keep a vehicle at the Park shall register such vehicle with Owner. No guest or temporary resident shall keep more than one vehicle in Park
- **C.** No vehicle of any kind shall be repaired at the Park without the prior written consent of Owner, and no consent shall be granted for repairs which require or involve work that cannot be or is not finished within two hours after it is started. No vehicle which is inoperative shall be kept in the Park. Any vehicles which are non- operational will be towed away at owner's expense. No vehicles shall be washed except in the driveway on Lessee's Lot. The person in whose custody a vehicle rests shall clean up any petroleum spills or drippings from the vehicle. Tarps of any sort to cover vehicles are prohibited.
- **D.** All posted traffic control signs (e.g. stop signs, no-parking signs, speed limit signs, etc.) must be obeyed. The speed limit is five (5) miles per hour in the Park.
- E. No oil, fuel, antifreeze or other such fluid shall be disposed of in any sanitary sewer or storm drain or on the ground in the Park. No hazardous materials including but not limited to petroleum, propane, natural gas or other flammable products shall be stored at eh Park without the prior written consent of Owner, which consent shall be refused if such products are not stored in appropriate containers or are in unreasonable quantities.
- **F.** No Motorcycle shall be operated on the Park streets except in direct access to and from a Lot or parking area. Motorcycles and other two and three-wheel motorized vehicles may be brought into or operated in the Park by Lessee, provided the speed limit is obeyed and the vehicles are properly muffled. Owner's decision, in the exercise of its absolute discretion, shall determine whether a vehicle complies with these noise provisions.

## 11. PARKING.

- A. Parking is permitted only in designated parking areas. Unless otherwise posted, no parking is permitted on the streets of the Park. Vehicles parked on the Lessee's Lot may only be parked on the driveway and not on the landscaped or other areas of the Lot. Lessee may park two vehicles on Lessee's Lot. Because of limited parking facilities, traffic congestion, noise and the need to insure a safe and pleasant environment, Owner reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Park.
- **B**. Any campers, vans, motorhomes or pickups used for transportation and parked temporarily at Lessee's lot may not exceed 18ft in length. Anything in excess of 18ft must be approved in writing by Owner before being parked on Lessee's Lot Trailers, boars and recreational vehicles not used for daily transportation and those in excess of 18ft. must be parked only in the designated storage area or outside of the Park, if space is not available. The following types of vehicles may not be parked on Lessee's Lot: Trucks larger than pickups, any unusually large or unattractive vehicle, boats and boat trailers, vacation and utility trailers, recreational vehicles, campers when removed from pickup truck bed and except for shells which do not exceed the height of the cab, and pickup trucks with campers. All such vehicles shall be parked in the storage area, if space is available, or outside of the Park. No one may live and/or sleep in a recreational vehicle in the Park, or in any vehicle stored in the designated storage area.

C. Lessee must register all vehicles that are to be stored or operated in the Park. Any vehicle not registered is subject to towing at Lessee's expense. Visitors must park in designated areas or on the Lessee's individual parking space. Lessee may not park in spaced designated for guests without express approval of Owner. ALL PARKING VIOLATIONS WILL BE SUBJECT TO TOWING AT LESSEE'S EXPENSE.

#### 12. LOT AND MOBILE HOME APPEARANCE.

A. Lessee shall maintain Lessee's Lot and mobile home, all landscaping, structures, improvements and other things attached to or placed thereon in good condition and repair, in neat, clean attractive and well-kept fashion. All Concrete, asphalt and other surfaces shall be maintained in good condition and repair, kept clean and maintained free of oil and other sticky or oils substances. When Lessee is away, it is Lessee's responsibility to have someone maintain Lessee's mobile home and Lot. Tarps are not allowed in plain sight on any lot for any reason.

- **B.** No objects may be stored under Lessee's mobile home. Unless specifically permitted by the Park's residency documents or approved by Owner in writing, nothing may be placed or stored outside of Lessee's mobile home or storage shed. This includes but is not limited to, overstuffed furniture, appliances, Ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter firewood or any item which is unsightly in appearance. Patio furniture that complies with these rules and regulations, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition, are the only items permitted outside of Lessee's mobile home or storage shed. Nothing is to be hung outside Lessee's mobile home or shed to dry or air, or for any other purpose.
- C. Only outdoor patio furniture approved by Owner, such approval is not to be unreasonably withheld, may be used on the patio, porch, yard or other portions of the Lot.
- **D**. All garbage must be placed in plastic trash bags and kept in garbage cans, out of sight, in Lessee's storage shed, except on collection days. Clippings, etc. must be cut to fit into trash bags and cans. All garbage must be removed by Lessee. It is the responsibility of Lessee to set up garbage service with local provider or to remove all garbage on a regular basis. Large items, such as discarded furniture, or garbage exceeding the capacity of Lessee's trash container, must be disposed of by Lessee. Sanitary health laws must be obeyed at all times.
- **E.** Anything which creates a threat to health and safety shall not be permitted on the Lot. No flammable combustible or explosive fluid, chemical or substances, except ones customarily used for normal household purposes, may be stored on the Lot and then only in quantities reasonably necessary for normal household purposes.
- **F.** If any portion of the exterior of Lessee's mobile home or its accessory equipment, structures, appliances, or the Lot is damaged, the damage must be repaired within fifteen (15) days of written notice. This includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage shed
- **G**. Because major repair and painting can cause damage to the property of others if not properly conducted, Lessee is required to obtain Owner's written consent before undertaking such action. All paint colors must be pre-approved by the owner BEFORE painting begins.
- H. The utility pedestals (water and utility hook-ups) must be accessible at all times. If one of the Park's water shut-off valves is located on Lessee's Lot, it must be kept uncovered and accessible at all times. Lessee shall not connect except through existing electrical or natural gas outlets or water pipes on the Lot, any apparatus or device for the purpose of using electric current, natural gas or water.
- I. Existing drainage patterns and grading of the Lot may not be changed without Owner's consent. Lessee must grade Lessee's landscaping or otherwise divert surface water away from Lessee's mobile home. The Park will not be responsible for any drainage problems encountered by Lessee, or for any subsequent releveling or adjustment required on the mobile home, awning, or Lessee improvements as a result of soil expansion or contraction, tree roots, and/or any other reason.
- J. Lessee shall bear the cost of repairs to any utilities or Park property damaged by Lessee. To avoid damage to underground facilities, Lessee must have Owner's written consent before digging or driving rods or stakes into the ground.
- **K.** Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment and structures and appliances and all such appliances, equipment and structures must comply with all federal, state and local laws and ordinances. Only licensed contractors may do painting in the park or install items which are required to be connected to the electrical, gas or water supplies. Painting of Lessee's mobile home requires the prior written approval of Owner.
- L. Only manufactured accessory equipment, structures and appliances are permitted and no such "homemade" equipment, structures or appliances may be installed.
- M. Individual TV or radio (HAM or CB) antennas are not allowed. If the Park does not provide TV cable services, Lessee may order TV cable services from a local company if available.
- N. No awnings, shades, screens, blinds or other similar items which are made of bamboo, rattan, stainless steel, Plexiglas or other material of similar appearance shall be located outside Lessee's mobile home.
- O. Holiday Decorations will be allowed unless offensive and/or in bad taste at the sole discretion of the park owner. All decorations will be removed and stored within 1 week after the holiday has passed. Christmas decorations specifically must be stored by January 15<sup>th</sup> of the following year.

#### 13. LANDSCAPING.

A. Landscaping of un-landscaped spaces or changes to existing landscaping shall be completed within 6- days of the date Lessee signs the Rental Agreement or first occupies the mobile home, whichever is earlier. Prior to installing landscaping, Lessee must prepare and submit a written plan for the approval of Owner.

**B.** the Park's general landscaping standards are: (1) Owner encourages everyone to be as original and elaborate as they wish as far as lawn, flowers, and shrubs are concerned. (2) Rock may be incorporated in Lessee's landscaping plan, but prior written approval of the type of rock must be obtained. (3) It Is required that all surface areas from the front of any patio to the street including the surface area in front of the mobile home be landscaped and maintained. (4) Owner must approve in writing the type of trees planted and their location. No tree or shrub is allowed which has or may develop a root structure which causes cracking, buckling or otherwise interferes with streets, driveways or other Park facilities. Park-owned trees may not be trimmed without written permission of Owner. (5) Such plants as ivy should not be used unless growth is restricted to a specific, small area. Use on awning columns and shed is unwise because of damage to structures. (6) Sites should be mowed, trimmed, watered and weeded as required to maintain a newt and uncluttered condition. (7) If decorative edging or control headers are used, Lessee must check with Owner for approved type and location of lot line. The tops of control headers must be straight and be dug in so that the top of the header is level with the top of the landscaping when the job is finished. Header boards must be a minimum of one inch by four inches in size and (8) Installation of fences or walls is prohibited without Owners prior written consent.

C. Lessee or Lessee's landscaping contractor must establish drainage patterns on finished landscaping to drain away from home and toward the street.

**D**. No changes from the landscape as installed shall be made without the prior written consent of Owner, which consent shall not be given for vegetable gardens, but shall not be withheld for flower gardens and shall not otherwise be withheld if the requested change shall be consistent with the aesthetic appearance of the Park.

**E.** Lessee shall maintain landscaping and lawn on Lessee's lot in good condition and Lessee shall remove all dead or diseased plants and bushes and replace them with healthy new plants and bushes. Lessee shall pull or destroy weeks and any other noxious plants which tend to spread by root or seed on Lessee's Lot and shall not permit them to go to seed. Owner shall determine in its discretion wat are weeks and noxious plants. The lawns on Lessee's lot shall be nearly and regularly mowed and trimmed by Lessee and Lessee shall not permit lawns on Lessee's lot to become overgrown and unsightly.

- **F.** If Lessee fails to maintain or upkeep Lessee's lot after receipt of notice from Owner pursuant to RCW 59.20.080, Owner may direct licensed contractors to make appropriate corrections and then bill Lessee for failure to maintain.
- 14. UTILITIES. Owner has caused electrical, telephone and cable television services to be brought to each lot by the utility companies furnishing such services. Lessee shall make arrangements directly with such utility companies for connections to their service lines. Lessee shall make no connections without the consent of the appropriate utility company providing service, and each connection shall be in conformity with the rules and regulations of the utility company and all applicable laws and governmental regulations. Such utilities are provided through lines which are maintained by the utility companies. Lessee shall not damage or in any way tamper with such utility lines and shall pay the utility company all charges made for service to Lessee's lot. Owner provides a connection for domestic water and for sanitary sewer service at each Lot and although such service is included in the rent use of the water and sanitary sewer service is subject to regulation by the Wallace River Mobile Home and RV Park and the Startup Water District. Lessee shall cause any connection to water and lines to the Lot from the point of connection in good order and repair at all times. Lessee shall not permit water to run or leak continuously from any water line on Lessee's lot. Lessee shall not damage or tamper with any water line or sanitary sewer line at Wallace River Mobile Home & RV Park. All utility connections must be approved by the Park in its sole discretion No foreign objects which might plug or obstruct the sanitary sewer system shall be introduced into the system. Owner shall not be liable for any damages caused by interruption in any utility service. Utilities may be disconnected temporarily from time to time for repairs, alterations or additions to any utility system. Owner shall have to right to enter upon any lot for utility inspection or repair.
- 15. COMMON AREAS. The common areas of the Park consist of the streets, sidewalks, park space and recreational area and area for use by each Lessee at the Park and his or her guests but shall be used only consistently with the purpose for which they are intended. Except for loss or damage caused by ordinary wear and tear and except to the extent that Owner received insurance compensation for loss or damage, any Lessee using any common areas shall be responsible and pay for any damage caused to any of the common areas by such Lessee or any visitors or guest of Lessee using such facilities. Any visitor of guest of Lessee using any common area shall be resumed to be using said area with Lessee's consent.
  - A. No alcoholic beverages will be consumed in any area of the Park which is open to all Lessees and guests.
- **B**. No equipment or other property belonging to Owner shall be borrowed, transferred, removed or relocated form the place where Owner has located it without the prior written consent of Owner.
- **C**. All common areas shall be subject to regulation by Owner and the right to use any of the common areas bay be denied to any person who, in Owner's absolute discretion, is not properly using or us abusing such area.
  - D. No Fireworks allowed in the park any time of the year. Including but not limited to: 4th of July and New Year's Eve and Day.
  - E. No Fire pits or burning of any type allowed in park. Including the common park / gazebo area.

#### 16. CONDUCT.

- A. No activity shall be engaged in or permitted at the Park which shall unreasonably disturb or interfere with the peaceful enjoyment of any part of the park by others entitled to its use.
- **B.** Radios, televisions, record players, musical instruments and other devices shall not be permitted to be operated outside any home as to disturb others. This includes loud music from cars entering and exiting the Park.
  - **C**. No loud or boisterous parties will be permitted.
- **D**. No intoxicated, abusive, loud or ruder person shall be allowed to remain at the Park and any person cursing or using other vulgar language in the presence of others or engage in any offensive conduct.
  - E. No activity shall be conducted or permitted at the Park which shall be in violation of any governmental stature, ordinance, regulation or rule.
- **F.** Owner shall have to right to cause any person who creates a nuisance or a disturbance to be removed from the Park. Owner's determination made in good faith that a person is causing a nuisance or creating a disturbance shall be conclusive.

## 17. ADVERTISING AND COMMERCIAL ACTIVITIES.

- A. Except as specifically permitted by the Park's residency documents, no commercial activity or "for Sale" signs or other signs advertising anything for sale or advertising any other commercial activity are permitted. Any sign advertising the sale or exchange of Lessee's mobile home shall be limited in size and shall not exceed 18 by 18 inches; no more than one (1) such sign shall be displayed, and it shall be displayed only in the window of Lessee's mobile home.
- **B.** Except for the sale of Lessee's mobile home, no "Auction", "Moving sale", or "Garage sale" will be permitted if it involves advertising or other announcements inviting members of the general public to come into the Park. Lessee may however, advertise items for sale to other residents of the Park.
  - C. Throw-away newspapers, distributions of handbills and door-to-door selling or solicitation are not permitted.
  - D. No businesses are to be operated within the Park
- 18. LIVE-IN CARE PROVIDER. Prior to allowing a live-in-care provider to move in to Lessee's mobile home, Lessee must provide Owner with the following: (A) Written proof that the care provider is over eighteen (18) years of age; (B) A copy of Lessee's approved plan of treatment; and (c) A copy of Lessee's physician's written order for the plan of treatment. The live-in care provider must execute a Live-In Care Provider Agreement and must comply with (1) all Park rules and Regulations; (2) the terms of Lessee's rental agreement; and (3) the Mobile Home Landlord Tenant Act. The Live-In Care Provider is not a tenant of the Park and has no rights of tenancy. The rental agreement is not affected by any agreement between Lessee and his/her live-in care provider.
- 19. GENERAL PROVISIONS. In the event that Lessee shall continue to fail to comply with these Rules and Regulations or to maintain any part of the Park as required by these Rules and Regulations after written notice has been given to Lessee, then Owner shall have the right to enter on Lessee's Lot by agents or contractors, if need be, and cause the conditions to be corrected All costs and expenses incurred in connection therewith shall be reimbursed by Lessee to Owner and demand. This right to correct the condition shall be in addition to any other right and remedy which Owner may have.
  - A. Owner's agent may enter onto any Lot to inspect the premises to determine compliance with these Rules and Regulations.
- **B.** Each person using the Park shall comply with all signs erected by Owner and regulations posted by Owner, governing the use of the Park and the various parts thereof
- C. The manager or assistant manager at the Wallace River MH & RV Park shall have the right to exercise all discretion and decisions granted to Owner hereunder and authorized to give Owner's consent under these Rules.
  - D. Except in the case of emergency, all business shall be conducted at eh office of the Park during normal business hours as posted at the office.
  - **E.** Except for emergencies, all complaints must be in writing and signed by the person making the complaint.
- 20. AMENDMENTS. Owner shall have the right to amend all or any part of these Rules at any time by altering, changing, deleting or adding to the provisions hereof and be adopting additional rules all as Owner deems advisable. Such amendments shall be made in writing and notice to hereof shall be posted A current copy of the Rules as amended shall be maintained at the Park office during all regular business hours and be available for inspection by any person with a legitimate interest. Amendments shall be effective as to Lessee when so available and after Lessee has actual notice thereof or in any event thirty (30) days after notice of the

amendment has been posted on the bulletin board. Signs and posted common area use regulations may be changed and shall be effective when changed or posted without the need for prior notice.

21. RESIDENT WARRANTIES. If, on the date of this agreement, there is not presently a mobile home located on the lot, or if Lessee is to remove the mobile home presently on said Lot and replace it with another mobile home, Lessee acknowledges and agrees that certain representations have been made by the Lessee to Owner as to make, model, type, size, age and condition of the mobile home which will occupy the Lot and the accessory equipment and structures which will be a part of or installed with the mobile home. Lessee warrants to Owner that all representations are true and accurate, and that this mobile home and all accessory equipment and structures shall conform to all of Owner's requirements and specifications. Lessee agrees that Owner may inspect the mobile home and all accessory equipment prior to being placed on the Lot, and if Owner determines that said representations are not true and accurate, then Owner may refuse to accept the mobile home and the accessory equipment and structures for installation. The inspection by Owner may be made at the time the mobile home and the accessory equipment arrive at the Park, and the mobile home and the accessory equipment and structures shall not be allowed within the Park until they are inspected and accepted. Lessee agrees not to substitute another mobile home or any other accessory equipment or structures for the ones approved by the Owner unless they meet all of Owner's requirements and specifications and Owner is permitted to inspect the mobile home and the accessory equipment and structures as permitted by the paragraph.

22. INSURANCE. each tenant must provide proof of homeowners and liability Insurance coverage for their mobile homes located within Wallace River Mobile home & RV Park. A minimum of \$100,000 liability coverage is required. Please add Wallace River Mobile Home and RV Park as an additional insured with your insurance company and provide proof of insurance to be kept in office at park.

Rev. 4-23-18

# I HAVE READ THE ABOVE RULES AND REGULATIONS AND AGREE WITH THEM.

# THE UNDERSIGNED LESSEE ADKNOWLEDGES RECCEIPT OF A COPY OF THE RULES AND REGULATIONS.

LESSEE:	Date: Date:	