

Covenants, Conditions and Regulations
(C. C. & R.s)
for
THE LAKES AT GIG HARBOR

A Planned Manufactured Home Community For Senior Adults Age 55 and Over
REVISED 5/1/04

The Lakes at Gig Harbor (hereinafter "The Lakes," the "Community," or the "Park"), a senior adult manufactured home community, is operated under the laws of the State of Washington and the ordinances, codes and regulations of Pierce County. From time to time, the C.C.& R.s may be revised by the Park's management ("Management"), after written notice, to reflect changes in management policy.

"Written notice" or "notice" shall mean posting in the Clubhouse and by mailing to each home owner's mailing address, or by hand delivery to each homesite. All changes in the C.C.& R.s shall become effective thirty (30) days after Residents are given "notice" of such changes.

Other rules of conduct concerning the use of the Park facilities shall be posted in the Clubhouse and by this reference are incorporated herein as though set forth in full. Residents must read and follow these posted rules. Reference to approval, permission or authorization of Management or Owner shall mean written approval in advance. Any article or paragraph of these C.C.& R.s that are now or may be in the future in conflict with State or local law, ordinance or regulation shall be void and may be amended as required, but the remainder of the C.C.& R.s shall continue in effect.

The Lakes business office is located in the Clubhouse and will be closed on all weekends and national holidays. Management requests that you conduct business with Park Management during those hours which are posted at the office. The business phone will be on voice mail service for emergency calls during the time the office is closed.

1. PURPOSE OF THE C.C.& R.S

These C.C.& R.s are binding on all Residents of The Lakes, and on their guests and visitors. They are promulgated by Management for the purpose of providing a pleasant, long term living environment for the enjoyment of all persons residing or having an interest in the Park. It is recommended that Residents endeavor to assist each other in complying with these C.C.& R.s. Residents and their guests have the right to use the homesite and community facilities only if they comply with these C.C.& R.s and all provisions of Resident's Lease Agreement.

2. AGE RESTRICTION AND USE PROHIBITIONS

The minimum age of at least one of the Resident homeowners must be fifty-five (55) years. In the event of the death or incapacity of a spouse or a titled partner, a surviving spouse or titled partner under the age of fifty-five (55) is entitled to remain a Resident. Residency of any other person under the age of fifty-five (55) who acquires title to the home by inheritance or otherwise must be in conformance with all State and federal laws regarding 55+ communities.

Use of the homesite is restricted to residential purposes only, and Residents shall not use the homesite or any part thereof for any purpose which would have a negative impact on the Park or its Residents, all of whom must comply with all duties and obligations imposed hereunder respecting the use and occupancy of the Park. Management shall have in its sole discretion the right to decide what constitutes a "negative impact." NO COMMERCIAL BUSINESS (except for the Resale office) SHALL BE CONDUCTED IN THE PARK. "Commercial Business" shall NOT include activities for profit or pleasure that utilize the telephone, the Internet, or computer connectivity, nor any hobby, work or business conducted in such a similar manner, so as to be inconspicuous or inoffensive to the Residents of the Park.

3. GUESTS

A. Residents shall acquaint all guests with the conditions of tenancy, including but not limited to these C.C. & R.s. Residents are personally responsible for all the actions and conduct of Resident's guests. Guest children under the age of 18 must be accompanied by an adult at all times when away from Resident's property. This is an adult community, and it is the duty and responsibility of all Residents to properly supervise their guest's children so they do not damage or destroy property or unreasonably disturb others.

B. Children under the age of eighteen (18) years of age are limited to two week visits, not to exceed a total of thirty (30) days in any calendar year.

C. Adult guests are limited to visits of no more than thirty (30) consecutive days and no more than forty-five (45) days in a calendar year. Should a visitor request a longer visit, he or she must obtain permission from, and register with, Management and may be required to sign the C.C. & R.s. Live in caregivers must register with Management and shall sign the C.C. & R.s.

D. Management reserves the right to determine whether the recreational and other facilities can accommodate the Residents and their guests and therefore, Management may refuse any guest access to any facilities if the guest's presence would reasonably detract from the use and enjoyment of the facilities by other Residents and their guests.

E. If Resident is not present, no guests may occupy or otherwise use Resident's home without Management's consent and notification to the block captain.

F. Guests have no rights of tenancy in the Community.

G. A Resident's guests are to be advised by the Resident of the need to obey the posted speed limits.

4. HOMESITE AND HOME APPEARANCE AND MAINTENANCE

A. **MAINTENANCE:** Resident shall maintain Resident's homesite, home, and all landscaping, structures, utility lines, improvements, and other items attached to, or placed on, the home or homesite (collectively referred to as "improvements") in good condition and the exterior repaired so that appearance is neat, clean, aesthetically pleasing, and well kept. Homes, lawns and landscaped areas must be maintained so as to not become an eyesore or a detriment to the appearance of the Park or adjoining properties. Maintenance shall include, but may not be limited to, painting, mowing, trimming, watering, fertilizing and weed eradication as necessary. Trees, shrubs and other landscaping (including those planted by The Lakes or former residents) must be kept trimmed or be removed if necessary, and may not infringe on Resident's neighbors' property. Resident is responsible for any damage or injury caused by Resident's failure to maintain any improvement. When Resident is away, it is Resident's responsibility to have someone maintain Resident's home and homesite. All concrete and other surfaces must be kept clean and maintained free of all oil and other substances. Resident is financially responsible for the repair, maintenance and replacement of all improvements, including the homesite's driveway and walkways. It is also Resident's responsibility to keep the street area in front of the homesite clean and free from debris. Resident agrees not to do anything that would damage or cause a nuisance to the Community or other Residents.

B. **FAILURE TO MAINTAIN IMPROVEMENTS:** Failure to meet this maintenance obligation will empower Management to rectify the problem at Resident's expense. Initially Management will notify Resident about a problem orally or in writing. In most cases where an immediate response is not necessary to correct an unsightly situation that affects the image of the Park, Resident has seven (7) calendar days to initiate corrective action. If no action is taken within seven (7) days, written notice will be made and Resident has seven (7) days from receipt to initiate correction and work must be completed as specified in the notice. If these requirements are not met, Management may, at its discretion, arrange for a contractor or others to enter onto the homesite and perform whatever work is required at Resident's expense. A bill for work shall be delivered to Resident and must be paid within thirty (30) days of receipt or delivery.

In the event that Resident's failure to maintain the home or homesite results in an unsightly situation that if not corrected immediately will negatively affect the image of the Park, the above specified notification and time lines do not apply. Examples include unsightly lawns or landscaping due to neglect or other reasons, including but not limited to Resident's illness, physical or mental disability, temporary absence, and vacancy before or after sale of the home. In those cases, Management will attempt to contact Resident for immediate correction of the problem. If Resident cannot be contacted immediately or is unable or unwilling to correct the problem immediately, Management may arrange, at its discretion, for The Lakes staff or others to correct the problem. Resident will be required to reimburse Management for costs of correction within thirty (30) days of receipt or delivery of a bill.

C. **DIGGING:** Resident must check with Management and receive written approval before digging or driving rods, stakes, etc. into the ground, as they could damage underground utilities. Resident shall bear the costs of repairs to any items (including, but not limited to, any utilities) that Resident, or others for whom Resident is responsible, may directly or indirectly damage.

D. **TREE REMOVAL:** Trees under ten feet (10') in height, bushes and shrubs located on your homesite may be removed by Resident without Management's written consent. Trees and shrubs in common areas may not be removed by Residents without Management approval. Trees, bushes and shrubs when planted are to be selected from stock that, when mature, will be proportionate to, and appropriate in size and shape to their location and the size of the property, and, along with existing plantings, must be maintained within those parameters.

E. **OUTSIDE STORAGE:** No storage is permitted under the Resident's home. Unless specifically permitted by the Rental Agreement or by these C.C.& R.s, or approved by Management, nothing may be placed or stored outside of Resident's home if it can be seen by neighbors (for example, overstuffed furniture, appliances, barrels, ladders, bicycles, toys, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter, firewood, or any item which is unsightly in appearance). Nothing, including laundry, towels, rugs, wearing apparel, etc., is to be hung outside of the home at any time. Outdoor patio furniture, covered metal or plastic trash cans, barbecues, and children's bikes and other toys shall be kept in the back yard or elsewhere where they cannot be seen by others unless approved by Management.

F. **HAZARDOUS MATERIAL:** Anything which creates a threat to health and safety or threatens damage to property or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents or reptiles is strictly prohibited. No flammable, combustible, or explosive fluids, material, chemical or substance may be stored on

the homesite (other than substances customarily used for normal household purposes, and then only in quantities necessary for household purposes).

G. GARBAGE: Garbage must be placed in a uniform plastic or metal 32 gallon trash container as required by the Park or the trash company, to be picked up at curbside on a schedule provided by Management. Management encourages recycling. Each Resident is allowed one 32 gallon garbage can per week. Trash containers must have tight fitting covers and may not be visible from the street or Community pathways except on pickup day. Sanitary and health laws must be obeyed at all times. Garbage must be placed in plastic bags before being placed in containers if no plastic can liner is used. No extra cans will be picked up without an attached tag purchased from the Park office or an envelope containing cash or check for the current extra can fee. Trash placed for pick up contained only in a plastic bag (or bags) is not permitted.

H. EXTERIOR MAINTENANCE and REPAIR: If any portion of the exterior of the home or its homesite is damaged, Resident must immediately begin the repair work and complete it within 30 days or as soon as possible (for example, damage to the siding, downspouts, porch, patio or garage doors). Resident must not allow the exterior of the home and homesite to suffer neglect, and must maintain same in a condition that would not be considered detrimental to surrounding properties, or to the Park in general. Maintenance of the perimeter fencing is the responsibility of the Park. All other fences are to be maintained by the Residents. Only clear wood preservative (no colored stains or paint) may be applied to any fencing. No exterior improvements, excavation or other work (including but not limited to, exterior painting) may be performed without Management's prior approval.

I. DRAINAGE: Existing drainage patterns and grading may not be changed without Management's written consent. Resident will be responsible for any drainage problems encountered by altering the drainage, or for any subsequent re leveling or adjustment required on the home, or other improvements which result from drainage problems, soil expansion or contraction, tree roots, and/or any other reason. Resident shall not leave hoses or sprinklers running so that excessive amounts of water runs in the street or onto a neighbor's property.

J. SEPTIC TANK SYSTEMS: Residents acknowledge responsibility for the maintenance of waste and drain lines within their homes and from their home to the septic tank. Park Management acknowledges responsibility for all other components of the septic system downstream from the inlet to the septic tank. Garbage disposal units are not allowed, nor may they be used if installed.

K. PATIO FURNITURE: Only outdoor patio furniture which is well maintained may be used.

L. **SIGNS:** All signs are prohibited except signs for Resident's name and address and one (1) "For Sale" sign advertising the sale of your home, which must be limited in size not to exceed 18"x24." This sign may be displayed only inside a front window of Resident's home. One standard size (24"x 32") professional appearing "Open House" sign may also be displayed on the Resident's lawn, but only when Resident or Resident's agent is on the premises, and only during the hours the main gate is open. Small ornamental "garden type" signs in good taste and repair as approved by Management, are allowed. Political signs of any nature are not allowed.

M. **FLAGS AND BANNERS:** Flags and banners, in good repair, may be displayed. These include national flags and decorative flags and banners in keeping with the season. Display of the United States flag should follow the rules of the federal flag code, which by custom, requires the flag to be either lighted or retired at night and not left out in inclement weather. Flags and banners of all types that have become faded, worn, or shabby looking must be replaced or removed. Flagpoles on the homesite are not allowed. Reflectors or other devices used to delineate pavement edges or driveways are not allowed. Other objects displayed outside of the home or visible through one or more windows that Management considers to be in poor taste or detrimental to the image of the Park, shall be removed by Resident within twenty-four (24) hours after receipt of oral or written notice from Management.

N. **GARAGE SALES AND ADVERTISING:** No "garage" or "estate" sale will be permitted if it involves advertising or other announcements inviting the general public to come into The Lakes. Resident may advertise items for sale to other Residents in the Park and the public at large so long as the advertising does not identify the Park or contain the address of the residence or the Park (unless first cleared and permitted by Management). The sole exception to this is advertising done by the Resale office to promote the resale of Residents' homes. No door to door selling or solicitation is permitted. No Resident may initiate, encourage or otherwise promote door to door selling by any individual or company.

O. **TV CABLE, SATELLITE DISHES, ANTENNAS AND UTILITIES:** Resident is expressly prohibited from tampering with, interfering with, or working on the cable TV and utility systems upstream from the cable box mounted on the Resident's garage. No exterior antennas are permitted. Resident shall provide fifteen (15) days notice to Management before cable service is terminated. Termination or reconnection after the first day of any month shall result in Resident's payment for the entire month. Resident shall pay a reconnection fee when cable service is restored after termination by Resident for any period of time.

P. **STANDARDS FOR THE INSTALLATION OF SATELLITE DISHES:** A Resident shall not place a satellite dish on Resident's home unless prior

written approval is received from Management as provided below. Resident shall submit a written plan describing in detail the accessory equipment, structure, and appliance which the Resident proposes to place on the home. The written plan shall include a scaled drawing on 8½" x 11" paper of the home lot which shows with dimensions the location of the home and garage on the lot. The drawing shall identify the exact location of the accessory equipment, structure and appliance which the Resident proposes to place on the home.

Management shall approve or disapprove of the Resident's written plan within ten (10) business days of receipt of this plan. Installation of the satellite dish shall conform to the following minimum standards:

- i. **SIZE.** The satellite dish shall not exceed 24 inches at its maximum dimension.
- ii. **PLACEMENT.** Resident shall place any proposed satellite dish out of sight from the front of the home insofar as this will not harm reception. Resident shall not place the satellite dish at any location in common areas of the Community.
- iii. **COMPLIANCE WITH CODE.** The satellite dish shall comply with all applicable federal, state, and local laws, ordinances and regulations.
- iv. **COLOR.** The satellite dish shall be of a color compatible with the existing color of the home as approved by Management.

Q. UTILITIES AND METERS: All utilities and meters (both water and electric) must at all times be kept accessible and clearly visible by the meter readers. If one of the Park's utility system valves or utility boxes is located on Resident's homesite, it must also be kept uncovered and accessible at all times. Resident may not connect any item, apparatus, or device that uses electricity, gas, or water except through Resident's metered utility systems.

R. BUILDING PERMITS: Building permits, licenses, and other similar permission from governmental or quasi governmental bodies or agencies are required and must be obtained before beginning construction, modification or installation of certain accessory equipment, structures and appliances. All equipment, structures and appliances must comply with all federal, state and local laws and ordinances. Resident is responsible for obtaining these permits and permissions when required. All structural modifications, as defined by the Department of Labor and Industries must be in accordance with permits obtained from them. Proposed changes or additions of any type to the exterior of the home or homesite must first be submitted to, and approved in writing by Management before the permit process, or any work, is begun.

S. **REPLACEMENT AND REPAIR:** Replacement is required of any item or feature which is missing or damaged to the point where it cannot be reasonably repaired so that it appears to be in the same condition as the undamaged portion which surrounds it. This obligation includes, without limitation, repairing of the home, accessory equipment, structures and appliances, and any other improvements when reasonably in need of repairing. All replacements are subject to the same requirements as found in the Community's Architectural and Landscaping Specifications.

5. CONDUCT:

A. Actions by any person of any nature, which may be dangerous or may create a health and safety problem or significantly disturb or annoy others are not permitted. This includes but is not limited to any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. Upon formal request from Management to cease such activities, Resident will immediately comply.

B. Local law enforcement personnel will be called upon for any disturbing the peace complaints.

C. Radios, televisions, record and compact disc players, tape decks, musical instruments and other devices must be used so as not to disturb others. "Ham" or CB radios or other devices or transmitters which create interference to normal electrical reception are not permitted.

D. No nuisance or waste is permitted. No one, except Management or its representatives on official business, may encroach or trespass on any Resident's homesite or on any area which is not open for general use to all Residents and guests. All of The Lakes' property which is not for the use of Residents and guests (for example, TV systems, irrigation systems, pumps, gas, electric, water, and sewer connections and other equipment connected with utility services, tools, and equipment of The Lakes) must be avoided and not used, tampered or interfered with.

6. VEHICLES

A. All Residents acknowledge the speed limits within the Park, and agree to obey the posted speed limits and to yield to pedestrians.

Initials _____

B. All vehicles operated in the Community must be currently licensed and must be street legal in accordance with all laws, with the exception of those

vehicles or equipment used by Management's construction and maintenance personnel as well as the "golf cart" used by the Resale Office. Personal mobility equipment operated within the Park is also excepted.

C. All vehicle operators including bicycle riders must obey all laws and rules and regulations as designated by the State of Washington, and these C.C.& R.s, including but not limited to operation in a safe manner, operating at a safe speed, having a valid drivers license, and obeying all posted signs.

D. All vehicles must be regularly maintained in good working order and condition and be neat and clean in appearance. No repair or maintenance work may be done on any vehicle except within Resident's homesite garage. No repairs or maintenance work is permitted in the front yard, driveways, streets, or clubhouse parking areas. Residents may perform minor repairs or maintenance on their RV or boat in the RV storage area if it is stored in the RV Storage Area. No metal work (i.e., body work or pounding that would disturb Resident's neighbors) is allowed. No motor vehicles without quiet and proper mufflers are allowed. Excessively noisy vehicles are not allowed in the Community. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Community until repaired. Oil and other drippings must be removed by Resident and Resident is responsible for the cleaning and repairs to the pavement caused by Resident's vehicle. A drip pan may be used if it is cleaned frequently. Resident may not wash Resident's vehicles in the Community's streets, except for RV units that do not fit in a Resident's driveway, and subject to the time limits in Section 7.

E. Bicycles may be ridden on all hard surfaced common areas, as well as the path around Lake Diane, but not on the grass or landscaped areas. Bicycles must obey the same traffic regulations as other vehicles and in all cases must yield to pedestrians. If pedestrians are present, or are likely to be on the paths to or from the Clubhouse, riders must dismount, and walk their bicycles until they are clear of pedestrians. Skateboarding in the Park is prohibited.

F. GARAGE USE: Nothing may be stored or used inside Resident's garage which would in any way be detrimental, annoying, or injurious to the Park or any of its Residents. Resident's garage door must normally be kept closed at all times except when Resident is entering or exiting the garage or is working in the garage or in Resident's yard, and, in warm weather, the door may be left open for ventilation purposes to within approximately 12 inches of the floor.

7. PARKING

Parking is only permitted in a Resident's garage or in a Resident's driveway, and not on landscaped or grass areas of the homesite or the Park. No street parking is permitted at any time, with the following exceptions:

A. Loading or unloading of RV's: Street parking, or parking in Resident's driveway for this purpose is limited to twenty-four (24) hours. Sleeping in vehicles is not permitted.

B. Washing of RV's or boats: Street parking for this purpose is limited to six (6) hours.

C. Moving vans, and tradesmen (including gardeners) performing work on the home or homesite: Street parking for this purpose is limited to eight (8) hours at a time at any one homesite.

D. Occasional social gatherings at Resident's homesite: Street parking of guest's cars is limited to the area in front of Resident's homesite, unless permission is obtained from neighbors to park in front of their homes. Parking is limited to six (6) hours and shall be on only one side of the street. Residents are encouraged to have guests park in the clubhouse parking lot.

Overnight on street parking is not permitted. Temporary (not to exceed 48 hours) parking of a guest's self contained RV in the clubhouse parking lot may be permitted only with Management's written approval and only if it will not interfere with parking for scheduled events in the clubhouse. No vehicles shall be parked in Resident's driveway in such a manner that the vehicle would extend past the driveway into the street. No Resident's vehicle (including trucks or vans) may be parked in Resident's driveway that contain tools, equipment, or other items that can be seen from the street or other homesites, i.e., if Resident is a gardener or a painter and stores painting equipment, lawn mowers, or other tools, in the bed of Resident's truck, or on the outside of Resident's van. Resident may however, park such vehicles in Resident's garage. Parking of a vehicle for the purpose of selling it as a part of a commercial activity is prohibited. Motor homes, busses, trucks in excess of one ton, bubble top vans, campers other than cab height camper shells, and other similar vehicles may not be parked on Resident's homesite unless they are parked inside of Resident's garage and used for transportation on a regular basis. One (1) non motorized vehicle such as a travel trailer, boat, boat trailer, or other similar vehicle may be parked in Resident's garage, but not in Resident's driveway, PROVIDED Resident's standard garage door will close properly and Resident can park one other vehicle in Resident's garage at the same time. Not more than one (1) vehicle shall be regularly and continually parked in the Resident's driveway. No boats or trailers may be left parked in the Resident's driveway.

8. RESIDENT'S WARRANTIES

If Resident removes the home presently located on the homesite and replaces it with another home, Resident acknowledges and agrees that certain representations have been made to Management as to the make, model, type, size, age and condition of the home which will occupy the homesite and the accessory equipment

and structures which will be part of or installed with the home. Resident warrants that all representations are true and accurate and that the home and all accessory equipment and structures shall conform to all of The Lakes' requirements and specifications. Resident agrees that Management may inspect the home and all accessory equipment and structures prior to them being placed on the homesite. If Management determines that the representations are not true and accurate, it may refuse to accept the home or the accessory equipment and structures. The inspection by Management may be made at the time the home and the accessory equipment and structures arrive at The Lakes and the home and the accessory equipment and structures shall not be allowed within the Community until they are inspected and accepted. Resident agrees not to substitute another home or other accessory equipment and structures for the ones approved by The Lakes' Management.

9. RECREATION FACILITIES

The use of the recreational facilities by Resident and Resident's guests is a privilege, not a right, and may be revoked if Resident, other members of Resident's household, or guests abuse the privilege and fail to conduct themselves reasonably and in accordance with the following rules and regulations:

A. Actions which may be dangerous or which create a health and safety problem or unreasonably disturb others are not permitted (for example, unusual, disturbing or excessive noise, intoxication, arguing, fighting, immoral or illegal conduct, profanity, rude, boisterous, objectionable or abusive language or conduct). Hours for recreational and other facilities are posted in the clubhouse.

B. The facilities will be closed from time to time.

C. The facilities are for the exclusive use of Residents, their guests and the Community personnel.

D. Residents' guests must be supervised by an adult Resident at all times when using the recreation facilities.

E. An adult may supervise no more than six (6) children.

F. If a Resident wishes to reserve the clubhouse facilities for private parties, or other functions sponsored by an organization in the Community, Resident may apply to the LCO Vice-President for Social Planning. If the date does not conflict with another social event or planned use of the facilities, the request will be granted. There will be no charge for use of the Clubhouse by groups or organizations from the Community; however, those scheduling the function are responsible for normal cleanup afterwards. A clean up deposit may be required.

G. Air conditioning and heating of the common area facilities will not be operated on a constant basis but will be turned on as required to maintain reasonable temperature levels consistent with energy conservation requirements.

H. Please use trash containers at all times. They will be emptied by Park maintenance staff.

I. From time to time, management may designate certain landscaped (grassy) common areas as "golf practice areas" for short iron practice, such as chipping, pitching, and high lofted shots limited to not over 100 yards of carry with regular golf balls. Use of regular balls is restricted to adults. All shots must be struck away from homesites, and in such a manner as to not endanger or annoy homesites or Residents. Golfers are solely responsible for any property damage or injury caused by their ball striking activity. The use of driving nets is prohibited. The use of practice mats is encouraged when appropriate. Divots must be replaced or repaired.

J. Resident agrees that Resident understands the potential danger of injuries which can and do occur with respect to the use and operation of the Community's recreational facilities and common areas. In consideration of being allowed use of the Community clubhouse, recreational facilities, and other common areas, Resident hereby releases, and agrees to indemnify and hold harmless the Community's owners, Management and the Community from any and all claims of any kind, whether for damages, injuries, or otherwise, resulting from the use of the recreational facilities, and other common areas, by Resident, Resident's spouse, and Resident's guests.

K. Resident understands that nothing included herein shall be construed as a waiver by Resident, Resident's family, or Resident's guests of any claims against any other user of the facilities, or other common areas, including their guests, for damages or injuries resulting from the use of the Clubhouse, recreational facilities, and other common areas. However, Resident agrees to indemnify and hold harmless the Community's Owners, Management, and the Community should any such claims be made against Resident, Resident's family, or Resident's guests. This is intended as a full and complete release as to any and all claims resulting from the use of the clubhouse, recreational facilities, and other common areas, and Resident does hereby release the Community's Owners, Management, and the Community from any such claims in the future.

10. PETS

Pet rules and regulations are in the "Pet Agreement" and are incorporated herein by reference. If Resident intends to have a pet of any kind, Resident must first obtain Management's approval and sign the "Pet Agreement."

11. COMMUNITY PERSONNEL

A. "The Lakes" shall be represented by its on site Manager or Managers vested with all the legal right and authority to enforce the C.C.& R.s, Lease agreement, Pet Agreement, and other conditions of tenancy.

B. Community maintenance personnel are employed for the maintenance of the Community's property only. Please do not ask them to do any work in or around your home unless first approved by Management. A charge may be made for such work.

C. Maintenance employees do not have authority to answer questions concerning State, County, City or local laws, the C.C.& R.s, Lease Agreement, Pet Agreement, or other conditions of tenancy.

12. COMPLAINTS

All complaints must be in writing, signed by the person making the complaint, and directed to the Management office.

13. ALTERATIONS AND ADDITIONS

Resident agrees not to make any alterations, improvements, additions, or utility installations to, on or about Resident's homesite or home, or install, remove, or change any existing improvements, modify the drainage or landscaping nor make any contract for such work without Management's prior written consent and approval. NOTE IN PARTICULAR THAT BECAUSE OF THE LOW PROFILE "DIG IN" METHOD OF INSTALLATION OF HOMES, ANY CHANGE IN THE DRAINAGE PATTERN OF THE HOMESITE MAY RESULT IN WATER RUNNING UNDER RESIDENT'S HOME OR THE HOMES ON ADJACENT HOMESITES. In giving or withholding Management's consent to any such work, Management may, at Resident's option and in Management's sole discretion, take into account and base Management's agreement or refusal of consent entirely upon aesthetic considerations and the compatibility of such changes to the Community. If Resident fails to obtain Management's prior written consent and approval, all such alterations, improvements, additions, or utility installations shall be promptly removed by Resident and the property restored to its original condition, at Resident's expense, upon Management's request. Residents are aware that certain modifications to the manufactured home are under the jurisdiction of the Department of Labor and Industries, from whom permits must be obtained before work is commenced. These permits may be in addition to any other permits or permission that may be required.

14. OCCUPANCY LIMITS

No more than two (2) persons may regularly occupy the Resident's home. Rent due under the Lease Agreement is based on an occupancy of not more than two (2) persons. Application for exception to this rule must be made to Management in writing and approved prior to any occupancy. There will be an additional monthly fee for more than two occupants.

15. ACKNOWLEDGEMENT

These C.C.& R.s are a part of the Manufactured Home Park Lease Agreement. Resident acknowledges that Resident has had the opportunity to read these C.C.& R.s and all documents it incorporates or refers to and the opportunity to discuss these C.C.& R.s and all such documents with an attorney and any other advisor Resident might choose to select. Resident agrees to comply with all the terms of these C.C.& R.s and the documents it incorporates or refers to. Resident also agrees that these C.C.& R.s may be modified to add or subtract provisions or modify existing provisions in accordance with the Washington Mobile Home Landlord Tenant Act.

The undersigned Residents/homeowners have read and acknowledge the foregoing and agree to abide by them. Dated this _____ day of _____ 20__.

RESIDENTS / HOMEOWNER(S):

For The Lakes at Gig Harbor

Manager

THE LAKES AT GIG HARBOR
PET AGREEMENT
REVISED 4/1/04

Written permission is required before you may keep a pet at The Lakes at Gig Harbor (hereinafter called the "Community" or "The Lakes"). Permission will not be unreasonably withheld under the following conditions:

- A. Only domesticated, non-aggressive animals are permitted at The Lakes. You may have no more than two (2) animals of any type, i.e., one dog and one cat, or, two dogs or two cats, plus other usual household pets such as tropical fish, small birds etc. No fowl, (such as chickens or pigeons), monkeys, snakes, reptiles or other unusual animals are allowed. Management shall, in its discretion for the purpose of this regulation, determine if a particular animal is or is not a domestic pet and/or whether the number kept or maintained, or proposed to be kept, is reasonable, and if the breed or type of the animal as well as its potential weight and characteristics at maturity is suitable for residency in the Park.
- B. If your pet dies or is lost, you must obtain Management's approval before acquiring another pet.
- C. Cats and dogs must be kept on a leash at all times while outside the confines of your home or fenced yard. Pets, except service/guide dogs for the disabled, are not permitted in the clubhouse (even if carried), nor are pets permitted to invade the privacy of anyone's homesite, even if on a leash or tether, without Resident's permission. Any pet loose or unattended by its owner will be taken to the animal shelter and impounded at its owner's expense.
- D. 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 damages which will unreasonably annoy or cause harm to the Community, a neighbor or his or her property, permission to keep the pet may be revoked.
- E. Guest's pets are subject to the same rules and regulations as are Residents' pets.
- F. All pets (animals) must wear collars or harnesses to which must be attached a pet identification tag, and current pet license. Such collar or harness must be suitable for securing a leash to the animal. Pets must be vaccinated, and otherwise cared for and maintained as required by law.

Initials _____

- G. You are responsible for any damage caused by your pet. Any waste from pets must be picked up immediately, wrapped in paper or plastic and placed in the pet owner's trash.
- H. We encourage owners to have their pets spayed or neutered. However, in the event of offspring from the pets, The Lakes must be notified and written permission must be obtained for the offspring to stay in the Community for an interim period. Commercial breeding is prohibited.
- I. Unless specifically approved by Management, pets weighing more than 40 pounds at maturity are not allowed.
- J. Violation of any of these rules is cause for revoking permission to keep a pet.
- K. Permission is granted only for the pets listed below. Written permission is required before any additional or replacement pet is obtained

Name of pet # one (1):

Pet # two (2):

Type _____

Color _____

Approx height _____

Approx weight _____

Age _____

Distinguishing marks:

Dated this _____ day of _____ 20__.
