

THE LAKES AT GIG HARBOR

A PLANNED MANUFACTURED HOME COMMUNITY FOR SENIOR ADULTS

MANUFACTURED HOME LOT/OR THE "HOMESITE"

TWENTY-FIVE YEAR RENTAL AGREEMENT

THIS AGREEMENT is made in duplicate and entered into between Tre Amico Investments, d/b/a The Lakes at Gig Harbor, as Landlord, and _____, as Tenant(s) or Resident(s).

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord Space No. 87 (hereinafter the "Mobile Home Lot/or the Homesite" the location of which is described in Addendum "A" hereto), in The Lakes at Gig Harbor (hereinafter the "Park"), located at 4420 146th Street N.W., Gig Harbor, County of Pierce, State of Washington, legally described in Addendum "B" hereto, for a term of twenty-five (25) years commencing on the _____ day of _____, 2024. Notwithstanding the foregoing, the term of this lease is subject to earlier termination under the circumstances described in the section entitled "Assignment."

2. **RENT.** (see attached - insert "B")

3. **ADDITIONAL CHARGES.** In addition to the monthly rental, Tenant agrees to pay to Landlord the following additional charges:

4. **UTILITIES AND SERVICES.** Tenant shall in addition to the monthly rental, pay for all public utilities supplied to the Mobile Home Lot, except garbage and sanitary service (septic), which will be provided by the Landlord.

5. **FACILITIES.** The following facilities will be available to Tenant during the tenancy:
Clubhouse, common area, and walking trails.

6. **LATE CHARGES.** Tenant agrees to pay a late charge of Twenty-Five Dollars (\$25.00) if a tenant's payment by check is returned for any reason, or if monthly rent and additional charges are not postmarked or received by the fifth day of the month, and One Dollar (\$1.00) per day thereafter during such month until the monthly rent and additional charges are received. The late charge will be in addition to and part of the rent due for that month.

7. **PLACE OF PAYMENT.** Rent and all additional charges shall be paid to the Park Manager at 4420 146TH ST. N.W.
GIG HARBOR, WA. 98332 or to such other person or at such other place as the Landlord may from time to time, designate by written notice.

8. **OCCUPANTS.** Tenant shall not give accommodation to any roomers or lodgers, or permit the use of the Mobile Home Lot for any purpose other than as a residence and as the location of one mobile home and its accessory buildings for the exclusive use of the following named persons:

9. **PETS.** Tenant agrees to have no animals or pets of any kind on the Mobile Home Lot, other than those designated on the Pet Agreement signed by Landlord and Tenant.

10. **RESPONSIBILITIES.** Tenant Agrees: (a) To keep the Mobile Home Lot in a clean and sanitary condition; (b) To comply with all applicable federal, state, and local laws, regulations, and ordinances pertaining to the Mobile Home Lot and the mobile home located thereon, and appurtenances, and to save Landlord harmless from all fines, penalties, and costs for violations or noncompliance by Tenant with any laws, requirements or regulations, and from all liability arising out of any violation or noncompliance; (c) To properly dispose from the mobile home and Mobile Home Lot all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Tenant; (d) To immediately notify Landlord of any damage to the Mobile Home Lot or to the Park caused by acts of neglect of Tenant or Tenant's guests. Unless otherwise agreed, Landlord shall repair the damage and charge Tenant for the repair which Tenant agrees to pay to Landlord by the next monthly rental payment due date, or on terms mutually agreed in writing by Landlord and Tenant; (e) To not intentionally or negligently destroy, deface, damage, impair, or remove any facilities, equipment, furniture, furnishings, fixtures, or appliances provided by Landlord, or permit any member of Tenant's family, invitee, or licensee, or any person under his/her control to do so; (f) to not permit a nuisance or common waste; and (g) To comply with all Park Rules and Regulations.

11. **RULES AND REGULATIONS.** Tenant acknowledges receipt of a copy of the Park Rules and Regulations, which he/she has read and signed, as an Addendum to this Rental Agreement. Tenant agrees to comply with the terms and conditions of this Addendum. Tenant further agrees that Landlord may, upon thirty (30) days' written notice, make changes or additions to the Rules and Regulations stated herein, as deemed necessary for the best interests of the Park and its tenants, to be effective upon the anniversary date of this agreement.

12. **FEES FOR GUESTS.** Tenant agrees to pay a fee of Three dollars (\$3.00) per day for each guest who remains within the Park for more than fifteen (15) days in any sixty (60) day period.

13. **TERMINATION - EVICTION**

a. **Notice to Vacate for Cause.** This Rental Agreement may be terminated by Landlord, and Tenant may be evicted in a manner provided by law for any one or more of the following reasons: (1) Substantial violation, or repeated or periodic violations of the Rules and Regulations of the Park or for violation of Tenant's duties under the law. Tenant will be given written notice to cease the violation immediately; (2) nonpayment of rent or other charges specified in this Rental Agreement, upon five (5) days' written notice to pay rent and/or other charges or to vacate; (3) Conviction of Tenant of a crime, commission of which threatens the health, safety, or welfare of the other Park tenants. Tenant shall be given written notice of a fifteen (15) day period in which to vacate; (4) Tenant's failure to comply with local ordinances and state laws and regulations relating to mobile home living within a reasonable time after Tenant's receipt of notice of such noncompliance from the appropriate governmental agency; and (5) Change of land use of the Park upon proper advance notice of the effective date of the change.

14. **HOLDING OVER.** Subject to the provisions of RCW 59.20.090, at the conclusion of the term of this Rental Agreement, this Rental Agreement and tenancy automatically renew as provided by law. If Tenant continues in possession of the Mobile Home Lot after termination of this Rental Agreement without the express written consent of the Landlord, Tenant agrees to pay to Landlord the monthly rental, computed and prorated on a daily basis for each day Tenant remains in possession.

15. **IMPROVEMENTS.** Tenant agrees not to make or permit any construction, alteration, additions, painting, or improvements to the Mobile Home Lot, nor to permit placement of a storage shed thereon, without the prior written consent of Landlord.

16. **GUEST PARKING.** Tenant agrees that his/her guests shall park their vehicles only in Tenant's assigned parking areas. In no case will Tenant's guests obstruct or violate other tenants' parking or property rights. Tenant agrees to pay a fee of Ten Dollars (\$10.00) per day per vehicle for each violation of the provisions of this Rental Agreement and the Park Rules and Regulations relating to guest parking. Guest parking fees shall be payable by Tenant to Landlord on the next monthly rental payment due date. Tenant hereby authorizes Landlord to tow or impound at Tenant's expense, any vehicle of Tenant's guest which is not parked in accordance with the terms of this Rental Agreement, provided that Landlord must first attempt to notify the owner thereof or Tenant.

17. **ASSIGNMENT.** This Rental Agreement shall be assignable by tenant only to a person to whom Tenant sells or transfers title to the mobile home on the Mobile Home Lot, subject to the approval of Landlord after fifteen (15) days written notice by Tenant of such intended assignment. Landlord shall approve or disapprove of the assignment of this Rental Agreement on the same basis that Landlord approves or disapproves of any new tenant or mobile home. (see attached insert "A" for additional language)

18. **SUBLETTING.** Tenant shall not sublet or rent out all or any part of his/her mobile home or Mobile Home Lot.

19. **CONDEMNATION - EMINENT DOMAIN.** In the event the whole or any part of the Mobile Home Lot shall be taken by any competent authority for public or quasi-public use or purpose, then and in that event, the term of this Rental Agreement shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. all damages awarded for such taking shall belong to and be the property of Landlord.

20. **ZONING.** The current zoning for the Park is SR-9.

21. **NOTICE.** Any notice required to be served by Tenant upon Landlord in accordance with the terms of this Rental Agreement shall be delivered to Tre Amico Investments, whose address is 4224 Waller Road, Tacoma, WA 98443.

22. **MEDIATION.** In the event Tenant fails to participate in mediation as required by RCW 59.20.080 (3), Landlord shall be entitled to recover from Tenant all fees and costs incurred in the mediation process. Landlord and Tenant hereby designate _____ to act as mediator in the event mediation is commenced by either party.

23. **ATTORNEY' FEES.** In any actions arising out of this Rental Agreement, including eviction, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

24. **SEVERABILITY.** If any term, covenant, condition or provision of this Rental Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein set forth shall remain in full force and effect.

25. **ENFORCEMENT.** Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's rights thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

26. **HEIRS AND SUCCESSORS.** Subject to the provisions herein pertaining to assignment and subletting, the covenants and agreements of this Rental Agreement shall be binding upon heirs, legal representatives, successors, and assigns of any or all of the parties herein.

27. **ATTACHMENTS.** Attachments made part of this Rental Agreement are as follows: (a) Addendum "A"-Mobile Home Lot Description; (b) Addendum "B"-Legal Description; (c) Addendum "C"-Park Rules and Regulations; (d) Addendum "D"-Architectoral And Landscaping Specifications (e) Addendum "e" Pet Agreement (f) _____

28. **COVENANT.** (see attached)

UNDERSTOOD AND AGREED UPON this _____ day of _____, 2024.

LANDLORD _____ TENANT(S) _____

BY _____

See acknowledgment attached.

INSERT "A"

Upon any assignment by Tenant of Tenant's leasehold interest in the homesite, this rental agreement shall automatically convert to a five (5) year lease beginning on the effective date of the assignment. The minimum monthly rent during the first year of such term shall be the rent charged by landlord following the most recent rent increase for the park preceding the effective date of the assignment. The minimum monthly rent shall be subject to an adjustment on January 1, following the beginning of the term and annually thereafter ("the adjustment date") in the manner provided in paragraph 2. Landlord shall assign its interest in this rental agreement to any third party who purchases the park. This paragraph shall apply to all voluntary transfers and involuntary transfers of Tenant, including a transfer between married tenants pursuant to a divorce decree, separation agreement, or similar document or order, or a transfer in a bankruptcy or other insolvency proceeding.

INSERT "B"

1. Rent and other charges provided for in this agreement shall be paid via an Authorization Agreement for Direct Deposit (ACH debits), which tenant shall sign.

2. RENT. The minimum monthly rent shall be \$1,01.50 and shall be subject to an adjustment on January 1, following the beginning of the term and annually thereafter ("the adjustment date") as follows:

The base for computing the adjustment is The Consumer Price Index All Urban Consumers - Seattle (1982-84 = 100) ("The Index") for the month nearest the commencement of the term ("Beginning Index"). If the Index published nearest the adjustment date ("Extension Index") has changed over the Beginning Index, the new monthly rent (until the next rental adjustment) shall be set by multiplying the minimum monthly rent set forth above by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall the minimum monthly rent be less than the minimum monthly rent set forth above. For example, if the minimum rental is \$200.00 and the Index nearest the commencement of the term is 140.00 and the index nearest the adjustment date is 150.00, the base rent before other adjustments (see below) would be computed as follows:

$$\frac{150}{140} \times \$200.00 = 214.29 \text{ rounded to the nearest dollar} = \$214.00 \text{ adjusted base rental}$$

If the index is changed so that the base year differs from the Beginning Index, the Index shall be converted in accordance with the conversion factor published by the United States Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result.

An additional adjustment shall be made annually on April 1 of each year to reflect 1/12 of 1/140 of the cumulative real estate increases in excess of two percent (2%) over the preceding year's real estate taxes. The adjustment for any tax increase may be made retroactively to the previous May 1. As additional rent, the Owner shall be compensated by Resident (1/140 per space) on the basis of computation of a twelve percent (12%) rate of return for funds expended on capital improvements either mandated by a governmental entity or deemed necessary by Owner. The charge to the Tenants shall be allocated equally to each homesite. The twelve percent (12%) rate of return to the Owner shall be for a period not to exceed the period of depreciation of such improvement. For example, if property taxes on the Park are increased ten percent (10%) or \$5,000 per year and the owner has made a government mandated capital improvement costing \$20,000 with a five (5) year depreciable life and there are 140 spaces in the park as of the adjustment date the additional adjustment would be computed as follows:

Taxes

New Taxes	\$55,000
Previous Year's Taxes	<u>50,000</u>
Increase	5,000
(less Owner's Portion (2%))	<u>100</u>
Residents Share	\$ 4,900 /12 /140 = \$2.92 per month per space

The adjustment would be applied retroactively to previous January 1. Note that the basis for computation of additional adjustments based upon any increases in following year's taxes would be \$55,000.00. The following year's adjustment would be added to the current year's adjustment.

Improvements

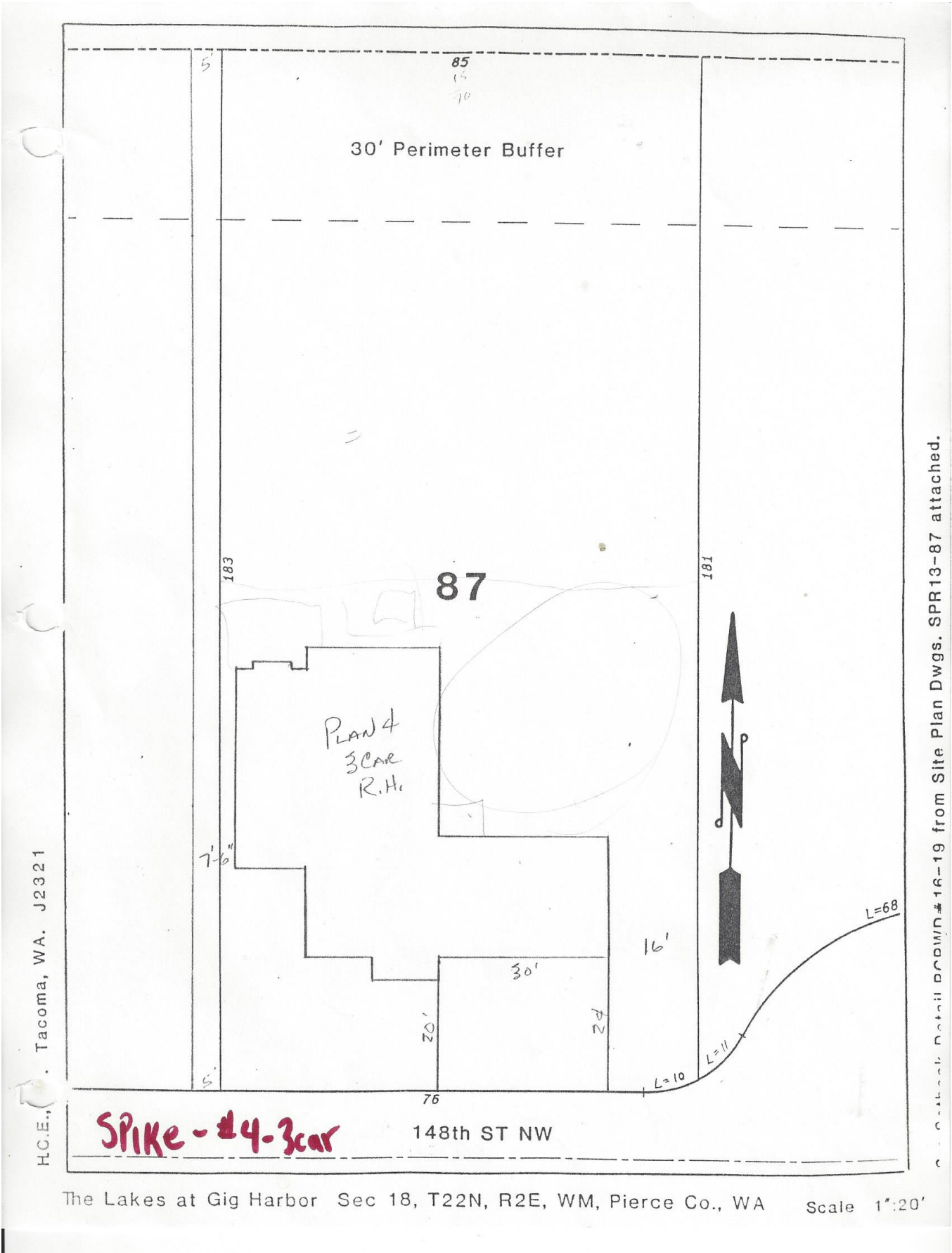
$\$20,000 / 5 \text{ years} \times 12\% \text{ return on capital} = \$4,800 \text{ per year} / 140 \text{ spaces} / 12 \text{ months} = \2.67
per month per space.

In addition to the base rent set forth above, Tenant shall pay extra vehicle and extra recreational vehicle storage charges as set forth by separate agreement if facilities for that storage are provided by Landlord.

Initials 

Initials 

ADDENDUM "A"
MANUFACTURED HOME LOT DESCRIPTION



ADDENDUM "B"

Lot # 87 Address 4015 147th St. Ct. NW

New Parcel A:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 18, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., EXCEPT PURDY-CRESCENT COUNTY ROAD.

A Planned Manufactured Home Community For Senior Adults

**COMMUNITY GUIDELINES
(RULES AND REGULATIONS)**

The Lakes at Gig Harbor (hereinafter "The Lakes" or the "Community," a senior adult mobile home community, is operated under the laws of the State of Washington and the ordinances, codes and regulations of Pierce County. As State and County requirements are updated or revised, the Park rules and regulations (hereinafter referred to as Community Guidelines) will be revised. In addition, from time to time, Community Guidelines may be revised by Management after written notice, to reflect changes in management policy.

All changes in Community Guidelines 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 are 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 Guidelines that is now or may be, in the future, in conflict with the state or local law or regulation shall be void and may be amended as required, but the remainder of the Guidelines shall continue in effect.

The Lakes' business office is located in the clubhouse and will be closed on all national holidays. We request that you conduct your business during normal business hours. The hours of business are posted at the office. The business phone will be on referral service for emergency calls during the time the office is closed.

1. PURPOSE OF GUIDELINES

These Community Guidelines are binding on all Residents of The Lakes, and on their guests or visitors. They are promulgated by Park 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 Guidelines. Residents and their guests have the right to use the homesite and community facilities only if they comply with these Guidelines and all provisions of the Rental Agreement.

2. USE AND PROHIBITED AND AGE RESTRICTION

The minimum age of permanent Residents in the Park is fifty-five (55) years. Guest children must be accompanied by an adult resident at all times when outside resident's home. This is an adult community, and it is the duty and responsibility of all Residents to properly supervise their guests' children so they do not unreasonably disturb others.

Residents shall not use the homesite or any part thereof for any purpose other than a residence for the persons named herein, all of whom must comply with all duties and obligations imposed upon Residents hereunder respecting the use and occupancy of the Park. No commercial business shall be conducted in the Park, nor shall "auction," "moving" or "garage" sales be permitted. Any advertising using The Lakes or any homesite therein as an address must first be cleared with the Park Management.

3. GUESTS

A. Residents shall acquaint all guests with the conditions of tenancy, including but not limited to these Community Guidelines. Residents are personally responsible for all the actions and conduct of Resident's guests.

B. Children under eighteen (18) years of age will be limited to two week visits, but not to exceed a total of thirty (30) days in any calendar year. Guest children must be accompanied by an adult resident at all times when outside resident's home. This is an adult community, and it is the duty and responsibility of all Residents to properly supervise their guests' children so they do not unreasonably disturb others.

C. All guests visiting in excess of thirty (30) days must register with Management and may be required to sign the Community Guidelines. No guest may, however, stay more than a total of thirty (30) days consecutively or forty-five (45) days in a calendar year.

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.

4. HOMESITE AND HOME APPEARANCE AND MAINTENANCE

A. **MAINTENANCE:** Resident shall maintain Resident's homesite and 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 repair in a neat, clean, aesthetically pleasing, and well-kept fashion. 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 maintained and free from debris. Resident agrees not to do anything which would damage or cause a nuisance to the Community or other residents.

In the event Resident fails to meet this maintenance obligation within seven (7) days after receipt of a written notice from Management of such failure, Management may enter onto the homesite and perform whatever work is required, in Management's discretion, and shall deliver to Resident a bill for such work. Resident shall pay the bill within five (5) days after receipt.

B. **DIGGING.** Resident must check with Management and receive written approval before digging or driving rods, stakes, etc., in 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) directly or indirectly damage.

C. **TREE REMOVAL.** Trees, including those located on your homesite may not be removed without Management's written consent.

D. **OUTSIDE STORAGE.** No storage is permitted under Resident's home. Unless specifically permitted by the Rental Agreement or these "Community Guidelines" or approved by Management, nothing may be placed or stored outside of the home if it can be seen by Resident's 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 are to be kept in the back yard or elsewhere where they cannot be seen by others.

E. **HAZARDOUS MATERIAL.** Anything which creates a threat to the 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).

F. **GARBAGE.** Garbage must be placed in a uniform plastic or metal trash container as required by the trash company, to be picked up at curbside on a schedule provide 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 pick up day. Sanitary and health laws must be obeyed at all times. Garbage should be placed in plastic bags before being placed in containers. No extra cans will be picked up without purchasing a tag from the office. The cost of each tag will be \$2.00. This tag must be attached to your extra garbage can.

G. **EXTERIOR IMPROVEMENTS.** If any portion of the exterior of the home or its accessory equipment, structures, appliances, landscaping, or other Improvements located on the homesite is damaged, or is in need of maintenance or repair, Resident shall immediately begin the work and complete it within 30 days. (For example, damage to the siding, downspouts, porch or patio or garage doors). No improvements, excavation, or other work (including, but not limited to, exterior painting) may be made without Management's prior approval.

H. **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 may not leave hoses or sprinklers running so that water runs in the street or onto a neighbor's property.

I. **PATIO FURNITURE.** Only outdoor patio furniture which is well maintained may be used.

J. **SIGNS.** All signs are prohibited except signs for your name and address or one (1) "For Sale" sign advertising the sale of your home, (which must be limited in size not to exceed 12" x 24") which sign must be displayed inside the front window of Resident's home.

K. **GARAGE USE.** Nothing may be stored inside Resident's garage which would prevent Resident from parking at least one car in the garage. Resident's garage door must be kept closed at all times except when Resident is entering or exiting the garage or is working in the garage.

L. **GARAGE SALES AND ADVERTISING.** No "garage 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 Community. Any advertising using "The Lakes" or any homesite's address must be first cleared by Management. No door to door selling or solicitation is permitted.

M. **TV CABLE, ANTENNAS AND UTILITIES.** Resident is expressly prohibited from connecting to, tampering with, interfering with, or working on the cable t.v. and utility systems. No exterior antennas or satellite dishes of any type are permitted.

N. **UTILITY AND METERS.** All utilities and meters must be accessible at all times. 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.

O. **BUILDING PERMITS.** 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, 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.

P. **REPLACEMENT.** Replacement is required of any item which is missing or damaged to the point where it cannot reasonably be 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 repainting. All replacements are subject to the same requirements as found in the Community's Architectural and Landscaping Specifications.

5. HOMESITE USAGE

No part of the homesite shall be used or occupied for any purpose other than the residential dwelling of the Resident and the immediate family of the Resident, or the temporary guests of the Resident. The use or occupancy, in whole or in part, of any portion of a homesite for commercial, trade or other nonresidential purposes is strictly prohibited.

6. 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 to not 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 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, t.v. 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.

E. Persons shall not encroach upon or trespass on any Residents' homesite or in any area which is not open for general use by Residents and their guests.

F. GUEST CHILDREN MUST BE ACCOMPANIED BY AN ADULT RESIDENT AT ALL TIMES WHEN OUTSIDE RESIDENT'S HOME. This is an adult community, and it is the duty and responsibility of all Residents to properly supervise their guests' children so they do not unreasonably disturb others.

7. VEHICLES

A. No homesite may have more vehicles (either motorized or non-motorized) than the number of off-street parking spaces on the homesite. The only exception is when the vehicle is stored in the R.V. storage area.

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 used by Management's construction and maintenance personnel.

C. All vehicle operators (including, but not limited to, those operating motorized vehicles, bikes, scooters, carts, and skateboards) must obey all laws and rules and regulations as designated by the State of Washington, and these Guidelines, including but not limited to: operation in a safe manner, operating at a safe speed, 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.

E. Bicycles may only be ridden on the roadways and driveways and not on sidewalks or other paved areas, grass, or vacant homesites. Bicycles must obey the same traffic regulations as other vehicles. Skateboarding is prohibited.

8. PARKING

Parking is only permitted in Resident's garage or in Resident's driveway, not on landscaped or other areas of the homesite. No street parking is permitted at any time. No vehicles shall be parked in Resident's driveway in such a manner that the vehicle would extend past the flow line (gutter). Sleeping in vehicles is not permitted. No vehicle may be parked in Resident's driveway (including trucks or vans) if they could 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 store painting equipment, lawn movers, or other tools, in the bed of Resident's truck or on the outside of Resident's van, Resident may not park Resident's truck or van on Resident's driveway; however, Resident may park it in the garage). No vehicle may be "stored" on Resident's homesite. "Storage" includes, without limitation, the parking of an inoperative vehicle for a period exceeding two weeks, the parking of an operative vehicle that is not used on a regular basis (unless Resident is on vacation), or the parking of a vehicle for the purpose of selling it as a part of a commercial activity. Motor homes, buses, 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 non-motorized vehicle such as a travel trailer, boat, boat trailer, and 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.

9. RESIDENTS' WARRANTIES

If on the date Resident signs these Guidelines, there is not presently a home located on the homesite, or 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 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 us.

10. RECREATION FACILITIES

A. 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.

B. 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). Anyone under the influence of alcohol or any other substance is not permitted in any areas of the Community which is open to all residents and guests.

C. Hours for recreational and other facilities are posted.

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

E. The facilities are for the exclusive use of the residents, their guests and the Community personnel.

F. No alcoholic beverages will be consumed in any area of the Community which is open to all residents and guests without prior written consent of Management. Management's prior written consent will only be given for approved parties or other activities which are open to all residents or recognized resident groups and clubs.

G. Residents' guests must be accompanied by an adult resident at all times when using the recreation facilities.

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

I. If you wish to reserve the clubhouse facilities for parties or other functions sponsored by a group or organization in the Community, you may apply to the Management. If the date does not conflict with another social event or planned use of the facilities, your 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.

J. 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.

K. Please use trash containers at all times.

L. 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.

M. 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.

11. 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."**

12. MODEL HOMES

Only homes designated by Management shall be used as "models" for the purpose of selling or reselling the homes to prospective residents. No other home in the Community may be used for these purposes. The resale of a home by a bona fide resident is not affected by this paragraph.

13. COMMUNITY PERSONNEL

A. The Lakes shall be represented by its on-site Managers and Assistant Managers vested with all the legal right and authority to enforce the Community Guidelines, Rental Agreement, Pet Agreement, and other conditions of tenancy.

B. Community maintenance personnel are employed for the maintenance of the Community property only. Please do not ask them to do any work in or around your home.

C. Maintenance employees do not have authority to answer questions concerning state, county, city, local laws, the Community Guidelines, Rental Agreement, Pet Agreement, and other conditions of tenancy.

14. OFFICE HOURS

The normal business hours for the Community office are posted. Except in an emergency, please do not telephone or contact the manager after normal business hours.

15. COMPLAINTS

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

16. ALTERATIONS AND ADDITIONS

Resident agrees not to make any alterations, improvements, additions, or utility installations to, on or about Resident's homesite or home, nor 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.


17. OCCUPANCY LIMITS

No more than two (2) persons may regularly occupy the home. Rent is based on an occupancy of not more than two (2) persons. Application for exception to this rule must be made to the Management in writing and approved prior to any occupancy.

18. ACKNOWLEDGMENT

These Community Guidelines are signed concurrently with the Mobile Home Rental Agreement. Resident acknowledges that Resident has had the opportunity to read these Community Guidelines and all documents it incorporates or refers to and the opportunity to discuss these Community Guidelines 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 Community Guidelines and the documents it incorporates or refers to. Resident also agrees that these Community Guidelines may be modified to add or subtract provisions or modify existing provisions in accordance with the Washington Mobile home Landlord Tenant Act.

RESIDENTS:
HOMEOWNER(S):



Person(s) in addition to the above who will reside in the above homesite.



A Planned Manufactured Home Community for Senior Adults

4420 146th Street N.W.
Gig Harbor, Washington

ARCHITECTURAL AND LANDSCAPING SPECIFICATIONSINTRODUCTION

These specifications apply to all homesites and manufactured homes in the Lakes at Gig Harbor (hereinafter "The Lakes" or the "Community") and must be complied with at Resident's expense. The definitions and terminology used in these specifications are the same as those used in our Mobile Home Rental Agreements. Although we have tried to be as detailed as is reasonably possible in describing the Community's requirements, we may have failed to specify some requirements or may have not described others in full detail. If you have any questions, please contact us for clarification before proceeding with any work.

The model homes located in the Community and their homesites meet all of the Community's basic requirements. Residents should look at them to determine any requirements not covered in these specifications. Please read these specifications carefully to make sure that you, the homeowner, fully understand them.

GENERAL REQUIREMENTS

1. The design, location and appearance of all home, yard, and all other improvements to the home or homesite (including accessory structures and equipment) must be approved by us in advance, in writing and be in accordance with these specifications.
2. A dimensional homesite plan of all improvements to the homesite (including the home) must be submitted for written approval by us before any work can take place. We must first make a physical inspection of the site and the materials to be used, and the plan must be signed by The Lakes before the work commences. A permit must be obtained by Resident, if required, from Pierce County and/or the State of Washington prior to commencing work.
3. The homesite plan must show setbacks from all property boundaries and other structures, and must be drawn to a scale of 1" = 10'.
4. Any installation of spas, pools, fountains, or saunas requires a plan to be submitted to us for approval, together with the manufacturer's specifications.
5. Patio covers and room modifications must be submitted in advance to The Lakes for approval, along with structural plans and materials to be used. Required materials are wood, wood-grained siding, Alumawood, glass, and masonry. When siding an accessory building or other structure, siding must be used which matches the home's siding. Trim must also match that of the home. Absolutely no metal siding, trim, or roofing (except rain gutters and downspouts) may be used.
6. Landscaping is to be installed in accordance with The Lakes' master plan. Taken into consideration are weather, soil conditions, size of yards, and other variables, that help in determining the quantity and type of plant life to be used. Absolutely no trees may be removed unless they are dead or dying or causing damage and they must be replaced with the same species and variety.
7. All landscaping must be approved in writing by us. The landscape plan is to include the entire homesite depicting the front, back and side yards. The front yard of each home is to be sodded. The yard behind the garage may be seeded with grass and not sodded. Approval need not be obtained for miscellaneous flowers. Trees of all sizes and types must be approved by The Lakes before planting to determine how large they will grow, and if their root systems will damage any underground utilities, the foundation stem wall/skirting system, patios, sidewalks, streets, driveways, or other improvements.
8. Except as noted in this paragraph, the installation of the home and all other work and improvements required by these specifications must be completed within sixty (60) days of the date the home is delivered to the homesite. This includes the installation of all yard drains and connections to the downspouts, all inspections and all other approvals so that the home may be occupied by you at the end of the sixty (60) days. The home may not be occupied by anyone until all of this work is completed. The only exception is landscaping. All landscaping must be completed within ninety (90) days of the date you first occupy your home.
9. Changes to the home and any other improvements (including landscaping, accessory equipment, and structures) must meet all of the requirements of these specifications and be completed within forty-five (45) days of the date we approve the plans.

DETAILED SPECIFICATIONSLANDSCAPING AND FENCING

The following are the Community's general landscaping and fencing standards.

1. All yard areas shall consist of grass, shrubs, plants, flowers, trees and barked areas as approved in your Landscaping Plan.

2. Except for boulders or other large rocks used for decorative purposes, no rocks may be used to landscape.

3. Prior to installation, we are to approve the location and type of trees and shrubs that you intend to plant. Trees and shrubbery which have or may develop root structures that cause cracking, buckling, or otherwise interfere with streets, driveways, utilities, or other improvements or facilities are not permitted. You are responsible for trimming and maintaining all trees and other landscaping on your homesite, whether planted by you, a former resident, or us, including removing any trees or shrubs which may cause damage to any improvements. You are responsible for any damage or injury caused by your failure to maintain the landscaping.

Fencing is required for all perimeter lots. Fence materials, dimensions and color shall match the fencing at the model home complex. No other fencing material is permitted. Resident must obtain written approval in advance before commencing construction.

HOMES, ACCESSORY EQUIPMENT, AND STRUCTURES

The Community's architectural standards for homes, accessory equipment, structures and other improvements are:

1. Homes and Garages. All homes and garages must meet the architectural style and exterior specifications of the model homes and garages found in the Community's model home complex. This, for example, includes such things as roof pitch, dimensions, design, exterior appearance, and materials used to construct the model homes and garage. There are three approved elevations for each floor plan. Only new, current-year homes which meet these requirements and have not been previously occupied may be placed in the Community. The home "orientation" to the homesite is to be determined by The Lakes. The home must meet all set-back requirements of Pierce County and The Lakes. All homes shall have a minimum of 1,300 square feet and a maximum of 2,016 square feet unless a specific exclusion is made by The Lakes (excluding garages). No home shall contain less than two or more than three sections. No home shall have less than two or more than three bedrooms. **No single wide homes are allowed in The Lakes.**

All homes shall be constructed with minimum seven and one-half foot (7-1/2') sidewalls and a roof pitch of three feet-in-twelve-feet as a minimum and five-feet-in-twelve-feet as a maximum. All homes shall have sixteen inch (16") eaves on three (3) sides of the home, excluding the section behind the garage.

No window or wall mounted air conditioning units will be permitted.

2. Garages. Site-built, two-car attached garages are required to be constructed on all sites. Some homesites will accommodate a three-car garage. Garage doors are to be constructed as follows: sectional roll-up doors which are approximately 16' x 7', are made from metal and are pre-painted white in color. Garage doors must have raised panels. Garage roofs must "mate" with the roof dormer of the home. Garages must be 20' x 22', 20' x 26' or 20' x 30' (on certain available lots). Resident is responsible to obtain all necessary permits and to submit a garage plan to The Lakes which is consistent with the architectural standards per attached Exhibit A.

3. Low-Profile Installation (Dig-In): All homes are required to comply with the low-profile design and pit set requirements of The Lakes. This includes, without limitation, the following:

A. Normal mobile home block and tie down set up with perimeter pressure treated wood retaining wall which includes crawl hole space and covered ventilation that meet Pierce County Code requirements.

B. Backfilling, compaction and fine-grading of the homesite for proper drainage is required.

A portion of the dirt excavated for the pit set installation may be used to back-fill and to finish grade the homesite. At no time may dirt from the excavation be stored any place other than on the homesite or where specifically designated by us. Dirt may not be removed from the Community without our approval. Any dirt, materials or equipment that interfere with the installation of another home will be moved immediately by the contractor at the contractor's expense regardless of whether or not we agree that it could be stored there originally and regardless of whether or not there is somewhere else in the Community to store it. At no time can any dirt, materials or equipment be stored in the streets.

4. Rain Gutters and Drainage. All houses and garages will have full-length aluminum rain gutters with downspouts which match the exterior home color and which are to be tied into the storm drain system which is stubbed out at the homesite. Positive drainage away from the home will be maintained at all times. Drainage must also be constructed so that water is drained away from adjoining homesites and slopes. Resident will not alter the drainage of the homesite without written permission from The Lakes.

5. Setback Requirements. Front yard setbacks from the home to the back of curb are 20 feet minimum unless we approve otherwise. Side yards set back to a street are a minimum of 15 feet unless we approve otherwise. The Lakes will confirm all homesite corners and has the unequivocal right to locate the home on the homesite in order to maintain proper setbacks, eliminate encroachments, and minimize any physical complication that may occur due to slopes, utilities, or other physical considerations.

6. Colors and Materials. To ensure architectural uniformity and aesthetics, all homes, accessory equipment, structures, and all other improvements are to be painted with one of the following base colors and the following trim color as illustrated by _____ paint charts:

Authorized colors are limited to the following *Sherwin-Williams* colors:

- 2815; 2820; 2834; 2844
- 6073; 6102; 6108; 6207; 6116; 6129; 6133; 6136; 6138; 6142; 6148; 6164; 6170; 6171; 6205; 6207; 6234; 6249
- 7006; 7012; 7030; 7036; 7042; 7502; 7507; 7515; 7522; 7534; 7539; 7594; 7616; 7621; 7622; 7638; 7680; 7699; 7715; 7719; 7733

7. Siding. All homes, garages, storage sheds, and other enclosed or partially enclosed structures must have exterior siding that conforms with the siding on the model homes. No metal siding is permitted. Front elevation must display horizontal siding which is to return around the corners.

8. Roofs. All homes, garages, storage sheds, and other enclosed or partially enclosed structures must have a composition asphalt shingle roof. Color is to be approved by The Lakes.

9. Concrete Work. A wood deck or concrete walkway landing and steps to the front entry door at the sliding glass doors and all other entries are required. Concrete driveways are to have a minimum length of 20 feet (from back of curb) unless we approve otherwise. The foregoing minimum lengths for driveway are the minimum length for the short side of the driveway. Because many driveways are longer on one side than the other because of the irregular shape of the driveway, the exact dimensions of the driveway must be obtained from us. The minimum driveway width is 20 feet. The garage floor shall be concrete and shall slope a minimum of 2" from the back of the garage to the front of the garage. All concrete areas shall meet Pierce County code requirements and be a minimum of 3.5" thick over a sand base or be reinforced with steel-wire mesh. There shall be at least one expansion joint or relief joint in the driveway between the street and the garage and expansion joints or relief joints shall be installed in all other concrete work as appropriate to prevent cracks and breakage. Sidewalks shall be a minimum width of 30".

10. Patios. Rear patio awnings are to be constructed of wood or Alumawood and must be painted to match the color of the home or may be stained a natural wood color. No metal awnings will be permitted. All entries (excluding garage entries) must have a masonry or concrete landing or wood deck which is elevated to the floor level of the home.

11. Storage Sheds. Resident may have one (1) storage shed with not more than 100 square feet of floor area, but not to exceed Pierce County code restrictions. Storage sheds will be allowed on perimeter lots only. Resident shall obtain all necessary permits and our approval of shed and its location before commencing construction. All storage sheds must be constructed of the same siding materials and be painted the same color as the home. All storage sheds must be installed on a concrete slab which covers the shed's entire floor area. Storage sheds must be of the same roof design as the home. Any electrical outlets in storage sheds must have an electrical permit from Pierce County and be designed so as not to overload the house circuits.

12. Air Conditioning. Only refrigerated air conditioners (no roof or window mounted coolers) are allowed. All air conditioning condensers must be installed on the ground (not on the roof). Air conditioners and heat pumps may not be located where unsightly or where noise will unnecessarily disturb others. Drippings from air conditioners must be drained away from the home and may not fall onto the ground beneath the home.

13. Antennas. No exterior TV or any other antennas (including dish or disc antenna) may be installed. Antennas may be installed inside Resident's home but may not be located so as to be visible from the exterior of the home.

14. Utilities. All utility meters must be of the same quality, and size and be installed in the same location as those in our models. Meters supplied by different manufacturers must be calibrated. All connections for water, electricity, storm drainage, telephone, cable and the septic system shall be performed by a homeowner in accordance with Pierce County and state code requirements and permits obtained by Resident.

15. Site Preparation. In order to minimize drainage problems and maintain the aesthetics of the Community, the finish grade elevation and the finish floor elevation of the home will be established by us for all homesites.

16. Building Permits. Building permits are required before construction or installation of certain accessory equipment and structures, and such equipment and structures must comply with all federal, state and local laws and ordinances. Resident shall obtain all required building permits. All repairs and replacements and other work must comply with all applicable laws and regulations. Before any construction commences, proof of receipt of the appropriate permit must be given to us.

SPECIFICATIONS

Other specifications and documents referenced in these specifications are incorporated by reference. The Lakes may change any of these specifications without changing any terms or provisions of the Mobile Home Rental Agreement Resident has signed, including rent. Any such change(s) may occur at any time and at The Lake's sole discretion and option. This includes, for example, changes in landscaping specifications for unlandscaped homesites and the architectural style, appearance, or size of homes and accessory structures to be placed on unoccupied homesites. These changes shall be effective immediately. This paragraph is written

CONTRACTOR AND SUBCONTRACTOR REQUIREMENTS

1. All contractors, subcontractors and others Resident hires to do the work required by these specifications must meet and comply with the following requirements. If they do not, they will not be allowed to perform the work and must promptly remove themselves and all of their equipment and materials from The Lakes. For convenience and ease of reference, the word "Contractors" is used in the following paragraphs to refer to all such contractors, subcontractors, or others performing any work required by these specifications.

2. No work, including the delivery of materials or other things which would cause noise or other disturbances, may begin before 7:00 AM. All work, including the removal of equipment, materials, and other things which might cause noise or other disturbances, must cease by 7:00 PM. The foregoing applies to work done Monday through Saturday. No work may be performed on Sunday without The Lakes' prior written approval.

3. Contractors are required to completely clean up the homesite and the streets in front of the homesite each day before stopping work.

4. All equipment, tools and vehicles belonging to Contractors must be removed from the Community upon the completion of each day's work. All such items must also be maintained in good condition and repair so that they may be safely operated. Contractors must supply their own trash container service and portable sanitary toilet facilities. Contractor must also supply and use proper caution signs and safety devices around the construction.

5. All contractors must be experienced in the work to be performed and must be approved in advance by The Lakes. Only fully licensed contractors that are fully insured and bonded are permitted to do any work in The Lakes. Liability and "property damage" insurance in the minimum amount of \$1 million is required of each Contractor. If Resident's Contractor does not have such insurance, Resident or Resident's mobile home dealer may obtain it for him. The Lakes' approval of a Contractor is solely for the purpose of protecting The Lakes and is not an endorsement or warranty to Resident that the Contractor will perform as required. Instead, Resident is responsible for selecting Contractors who will perform to these specifications and Resident's other requirements. If the Contractor fails to do so, we will have no responsibility to Resident.

6. Resident must provide the following to The Lakes to have Resident's Contractor(s) approved: the Contractor's name, address and phone number; the addresses of local jobs the Contractor has performed in the past involving the same type of work which is to be done for Resident in The Lakes; the Contractor's Washington license number; proof of the contractor's liability and property damage insurance in the minimum amounts required; proof of the naming of The Lakes and its owners as additional insureds on the Contractor's insurance policies; and proof that the Contractor has the required Worker's Compensation Insurance. A cash bond in the amount of \$20,000 to insure the proper performance of the work by the Contractor must be posted in advance with us by either Resident, Resident's mobile home dealer, or Resident's Contractor to ensure prompt and proper completion of all work. This cash bond shall be posted with The Lakes after the Contractor is approved but prior to the Contractor beginning any work. Lien releases shall be obtained from all suppliers, materialmen and subcontractors and provided to The Lakes before commencing any work.

7. Contractors are responsible for all damage or injury to any person or property belonging to The Lakes or others and shall execute the Indemnification Agreement attached hereto as Exhibit "B."


SITE IMPROVEMENTS AGREEMENT

As a convenience to Residents and their sales agents, the Lakes is offering to provide certain of the improvements listed in these specifications at the price and terms set forth in the Site Improvements Agreement (attached). If Resident wishes to have these improvements made by someone else, Resident may do so subject to the requirements of these specifications.


ACKNOWLEDGEMENT

These Architectural and Landscaping Specifications are signed by Resident concurrently with The Lakes' Mobile Home Rental Agreement. Resident acknowledges that Resident has had the opportunity to read these Architectural and Landscaping Specifications and all documents it incorporates or refers to and the opportunity to discuss these Architectural and Landscaping Specifications 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 Architectural and Landscaping Specifications and the documents it incorporates or refers to.

RESIDENT(S)



Person(s) in addition to the above who will reside in the above homesite:



A Planned Manufactured Home Community for Senior Adults

PET AGREEMENT

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

A. Only domesticated animals are permitted in The Lakes. You may have no more than one dog and/or one cat and other usual household pet such as tropical fish, small bird, 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.

B. If your pet dies or is lost, you must obtain Management's approval before acquiring another pet.

C. Animals must be kept on a leash at all times while outside the confines of your home or fenced yard. Pets are not permitted in the clubhouse, (even if carried), nor will pets be permitted to invade the privacy of anyone's homesite. 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 property, permission to keep the pet may be revoked.

E. Guests may not bring pets into The Lakes.

F. All pets must be licensed and vaccinated and otherwise cared for and maintained as required by law.

G. You are responsible for any damage caused by your pet. Any waste from pets must be picked up immediately, wrapped in paper and placed in the pet owner's trash.

H. We encourage pets to be spayed or neutered. However, in the event of offspring, The Lakes must be notified and written permission must be obtained for the offspring to stay in the Community for an interim period.

I. Violation of any of these rules is cause for revoking permission to keep a pet.

J. Pets must weigh twenty (20) pounds or less.

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: _____

Type: _____

Color: _____

Approximate height: _____

Approximate weight: _____


Age: _____

Distinguishing marks: _____

I have read the above rules and understand that any violation may result in revocation of this permission.

Homeowner

Date

 _____
Homeowner

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Space Number

Management