

**VIKING PARK
AN AGE 55+ COMMUNITY
PARK RULES AND REGULATIONS**

The following Viking Park Rules and Regulations (“The Rules”) are designed and intended to promote the health, safety and welfare of the residents of Viking Park, protect and preserve Viking Park from abusive use, and enhance the enjoyment, desirability and attractiveness of Viking Park. The Rules are applicable to all lots within Viking Park, and all improvements located thereon, including manufactured homes, whether permanent or temporary. The Rules are incorporated by reference into each lease within Viking Park. The Rules are available for review at the Viking Park business office. Each Lease in Viking Park includes, by reference, a requirement that each Lessee comply with the Rules as now existing, and as may be amended from time-to-time in the future. For purposes of these Rules, Viking Park, Inc. will be referred to as “Lessor”. The Viking Park manager shall be an authorized representative of Lessor and may act for Lessor with regard to all matters herein, including, but not limited to, consents and execution of any documents on behalf of Lessor.

THE RULES

1. **OCCUPANCY.** Only the Lessee and persons specifically named in the lease shall reside permanently on a lot. No renting, subletting, assigning, loaning or other tenancy, nor adding or changing occupants, shall be permitted on any lot without the prior written consent of Lessor; provided, however, that assignment of a lease may be permitted as specified in the applicable lease. As set forth below, all guests residing in a manufactured home within Viking Park for more than seven (7) days in any
2. sixty (60) day period, including any person who resides in a manufactured home during the temporary absence of Lessee, shall register with the Viking Park business office upon arrival. If any manufactured home will be vacant for more than seven (7) consecutive days, the Lessee must notify the Viking Park business office in advance. Neither Lessor, nor any employee or representative of Lessor, shall be responsible for any loss or damage to a vacant home.

2. **GUESTS.** Lessees are fully responsible for their guests and invitees, including children of guests and invitees, and must accompany them while in Viking Park. Lessees must inform their guests and invitees of the Rules. A Lessee must report and register all guests residing in a manufactured home within Viking Park for more than seven (7) days in any sixty (60) day period with the Viking Park business office upon arrival. Only persons who are Lessees or who are guests or invitees of Lessees shall have the right to enter Viking Park. Lessor shall have the right to prevent the entry of, or have removed, any other persons from Viking Park. Each Lessee shall reimburse Lessor for all loss and/or damages suffered as a result of the acts or actions of said guests or invitees.

3. **USE.** Lots within Viking Park and manufactured homes thereon, are for single-family residential use only and shall not be used for any other purpose without the prior written consent of Lessor. Except with regard to the business of Lessor, no business or commercial use shall be permitted on or from any lot within Viking Park.

4. **NUISANCE.** No nuisance shall be permitted to exist on any lot in Viking Park. No rubbish or other debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot within Viking Park; and no odors or loud noises shall be permitted to arise or emit from any lot within Viking Park so as to render any such lot, or activity thereon, unsanitary, unsightly, offensive, noisy or detrimental to any other lot in the vicinity thereof or to the occupants of such lot. Trash and rubbish shall be maintained in sanitary containers and kept out of sight except on pick-up days. Because of the possibility of stray animals in the area, it is advisable to keep trash in containers rather than plastic bags. Lessee is responsible for any strewn garbage. Residents shall ensure that televisions, stereos and similar equipment are maintained at volume levels that are reasonable during daytime hours and reduced to a level that cannot be heard by any neighboring residents between the hours of 10:00 PM and 8:00 AM. Lessor, at its sole discretion, shall have the right to determine the existence of any nuisance and also the right to determine situations where loud noises, volume levels or similar disturbances are unreasonable and unacceptable on any lot. Lessor's decision shall be final and binding.

5. **HEAT PUMPS.** To reduce noise and enhance the attractiveness of Viking Park, Lessees shall screen all heat pumps with shrubbery or other natural vegetation in a manner that obscures the equipment from view of neighboring lots.

6. **PETS.** No Lessee may keep a pet on any lot without the prior written consent of Lessor. Pets shall be limited to generally recognized house pets. Lessor, at Lessor's sole discretion, shall have the right to determine whether any pet is a "generally recognized house pet" and whether the Pet(s) will be permitted at Viking Park. No pets shall be allowed to run at large, make an unreasonable amount of noise or become a nuisance. Lessee shall be responsible for the removal and disposal of all solid animal waste of his pet from Viking Park. Lessee shall also be responsible for the pets of guests or invitees. No pet shall be permitted outdoors within Viking Park, including on any Lot, unless controlled by a leash or similar device, which shall be no longer than ten feet (10') in length. No pet kennels or exterior dog runs shall be allowed. Lessor may at any time require the removal of any pet that it finds is disturbing other owners or tenants unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain. No commercial raising, breeding, training or dealing in pets shall be conducted on any lot within Viking Park. Each Lessee, and owners of pets within Viking Park, must comply with the provisions of any and all Poulso City Ordinances, specifically including Poulso Municipal Code, Article III, Section 6.04, pertaining to dogs.

7. **STORAGE AND STORAGE SHEDS.** No storage buildings or sheds, whether prefabricated, metal or any other construction whatsoever, whether permanent or temporary, shall be moved, placed, assembled, constructed or otherwise maintained on any lot within Viking Park. Storage shall not be permitted beneath any manufactured home without the prior written consent of Lessor, which Lessor may withhold for any or no reason.

8. **ANTENNAS.** Viking Park is served by cable television. Accordingly, unless placed by Lessor, or its duly delegated representative, no antenna, or other device for the transmission or reception of television or radio (including ham radio) signals, except for satellite dishes to the extent required by law, shall be erected, used or maintained outdoors within Viking Park.

9. **CLOTHES DRYING FACILITIES AND PLAYGROUND EQUIPMENT.** The following shall not be erected or maintained on any lot within Viking Park: (1) outside clotheslines or other outside facilities for drying or airing clothes; and (2) playground equipment, including, but not limited to, swing sets, swimming pools, jungle gyms, slides, sandboxes and similar equipment.

10. **SIGNS.** No signs whatsoever shall be erected or maintained on any lot within Viking Park except:

- (i) signs required by legal proceedings, or required to be allowed by law, and then the sign shall not exceed 18” by 24”, unless mandated by a court or Washington law;
- (ii) two “for sale” signs not exceeding 18” x 24”;
- (iii) identification signage for each individual manufactured home and lot;
- (iv) signs receiving the prior written approval of Lessor, specifying the size, colors, design, message content, location and period for which said sign may be displayed.

11. **MOTOR VEHICLES.** No automobile, motorcycle, motorbike, or other motor vehicle (collectively “vehicle”) shall be constructed, reconstructed, repaired or rebuilt within Viking Park; provided, however, that this Section 11 shall not apply to emergency vehicle repairs in the carport of a lot that require less than twenty four (24) hours to complete. No vehicle shall be washed at any location within Viking Park other than the driveway of a lot. All driveways shall be clean and free of petroleum or other spills or drippings. The owner of the vehicle shall clean up any fuel, petroleum, hydraulic or brake fluid, antifreeze or other spills or drippings immediately. No fuel, petroleum, hydraulic or brake fluid, antifreeze, or other similar fluids shall be disposed of in any sanitary sewer, storm drain or on the ground within Viking Park. No flammable materials or products, including petroleum products, gasoline, propane or natural gas in quantities greater than one gallon shall be stored at Viking Park without the prior written consent of Lessor. Lessor will condition any approval upon a requirement that Lessee store such flammable materials or products in appropriate containers.

12. **RECREATIONAL VEHICLES.** No recreational vehicles including, but not limited to, mobile homes, travel trailers, tent trailers, utility trailers, campers, camper shells, detached campers, boats, boat trailers, or similar equipment or vehicles may be parked, maintained, constructed, reconstructed or repaired within Viking Park. This Section 12 shall not apply to cleaning, loading or unloading and short-term parking that shall be permitted for a cumulative period not to exceed seventy-two (72) hours in any calendar month.

13. **PARKING.** Parking shall not be permitted on the streets within Viking Park. Vehicles of Lessees, residents, guests and invitees are to be parked and kept only in the carports or driveways on each lot or in designated guest parking areas within Viking Park. To prevent

impoundment or towing, vehicles of guests or invitees that will remain in designated guest parking areas for more than twelve (12) hours must be properly identified by placement of the name and lot number where the guest is visiting. Guests remaining in excess of forty-eight (48) hours may be charged a reasonable parking fee in an amount to be determined by Lessor.

13.1 **Garage/Carport** The garage/carport is designed to store motor vehicles only. The use of this structure may not be used to store other items at the expense of not having sufficient room to park a motor vehicle inside the structure. Driveways must not be used as storage areas for personal items. Vehicles must not be stored outside of garages/carports for more than a period of seven (7) days. Vehicles that are stored outside the garage/carport structure for a period longer than seven (7) days shall be moved to Viking Park's designated storage area at the owner's expense.

14. MAINTENANCE OF MANUFACTURED HOMES.

14.1 **Exterior Appearance.** In order to preserve a uniform exterior appearance of the manufactured homes within Viking Park, the general exterior appearance of each manufactured home shall be compatible with the appearance of surrounding existing manufactured homes. Permanent window coverings shall be installed and the use of sheets or other temporary window screens shall be prohibited. Without the prior written consent of Lessor, no Lessee may modify the exterior of a manufactured home, or screens, doors, or other portions of a manufactured home visible from outside. Lessor shall have the right to deny approval if, in its sole discretion, the requested modification does not comply with these Rules or does not preserve a uniform exterior appearance that is compatible with the appearance of surrounding existing manufactured homes.

14.2 **Exterior Maintenance.** Each Lessee shall, at Lessee's sole cost and expense, perform or cause to be performed, all repairs and maintenance necessary to keep the exterior of the manufactured home clean and in good condition and repair as necessary to maintain the appearance and condition at a level substantially identical to the other manufactured homes within Viking Park, including, but not limited to: (1) roof repair and removal of moss; (2) exterior walls, siding, windows and doors; (3) downspouts and drainage systems; (4) sewers; and (5) water lines - heat tape (no freeze) or foam insulation must be installed and maintained operational on all water lines. Each Lessee shall also replace any exterior glass in the windows of his manufactured home if such becomes cracked or broken. In addition, carports shall be kept clean, uncluttered and available at all times for parking of vehicles. **The mobile home and garage or carport must be painted every seven (7) years following the Viking Park Color Scheme and the color chosen must be approved by the Viking Park Office. A complete copy of the Viking Park Color Scheme is available in the Office.**

14.3 **Interior Maintenance.** Each Lessee shall, at his sole expense, keep the interior of his manufactured home and all equipment, appliances and appurtenances free of rodents and pests.

15. MAINTENANCE OF LOTS AND GENERAL APPEARANCE.

15.1 **Exterior Lot Appearance.** In order to preserve a uniform exterior appearance of the lots, each lot shall be landscaped and graded to present a harmonious transitional appearance from lot-to-lot. No lot shall be graded, landscaped, planted or improved unless a landscaping plan has been submitted to, and approved by, Lessor in advance. Once approved, no changes shall be made to an approved landscaping plan, except for normal or routine maintenance and the planting of annual flowers, without the prior approval of Lessor. Lessor shall have the right to reject a landscape plan if, in its sole discretion, the landscape plan does not comply with these Rules or does not preserve a uniform exterior appearance and/or facilitate a harmonious transitional appearance from lot-to-lot.

15.2 **Lawn Maintenance.** Each Lessee must keep his lawn mowed, trimmed, weeded and watered. No debris, such as dirt, rocks, weeds, tree branches, grass clippings or other lawn maintenance debris or materials shall be swept, shoveled, blown or otherwise removed from any portion of a lot onto the streets or other common areas within Viking Park. Each Lessee shall be solely responsible for proper disposal of all such debris. Subject to the provisions of Section 15.3, all trees, shrubs and plants located on any lot, including those owned by Lessor, shall be watered and cared for by Lessee as needed.

15.3 **Trees, Shrubs and Plants Owned by Lessor.** No established tree, shrub or plant owned by, or located on land owned by, Lessor within Viking Park shall be destroyed, removed, trimmed, topped or otherwise impaired, injured or altered. If a Lessee believes that any such tree, shrub or plant represents a clear and present threat to life or property, then Lessee must make a written request to Lessor for removal; provided, however, that no removal shall be permitted without the prior written consent of Lessor. Lessee shall be required to water, as reasonably needed, all trees, shrubs or plants owned by Lessor on Lessee's lot. Lessee shall be responsible for the replacement and replanting of any such tree, shrub or plant damaged, which shall include replacement with the exact species and of similar size.

15.4 **Green Belt/Buffer.** Viking Park provides an approximately ten foot (10') wide green belt/buffer around the entire perimeter of Viking Park. The perimeter green belt/buffer is intended to remain in natural vegetation and shrubbery. While planting of shrubbery is permitted and encouraged, there shall be no other improvements or structures of any kind permitted within the green belt/buffer including, but not limited to, buildings, walls, fences, lawns, patios, decks, lawn ornaments or decorations, or other improvements.

15.5 **General Appearance.** Notwithstanding anything to the contrary in these Rules, the following restrictions apply:

15.5.1 **Concrete/Impervious Surfaces.** No concrete, cement, ground barrier (such as plastic sheeting under beauty bark, gardens and similar weed abatement barriers) or other impervious surfaces shall constructed, placed, maintained or otherwise added to any lot, unless within a landscape plan approved by Lessor.

15.5.2 Placement of Manufactured Home and Color Selection. No manufactured home shall be placed on any lot without the prior written approval of Lessor. No exterior of any manufactured home shall be repainted, or the color in any way changed, without the prior written approval of Lessor. Lessor shall have the right to reject any paint or color if, in its sole discretion, the paint or color selected is not compatible with the aesthetics of Viking Park or does not facilitate a harmonious transitional appearance from lot-to-lot.

15.5.3 Use of Concrete, Cement or Keystone Blocks, Bricks, Landscaping Rocks or Similar Materials Prohibited. No concrete, cement or keystone blocks, bricks, landscaping rocks or similar materials shall be constructed, placed, maintained or otherwise added to the lot visible from the street. Preexisting large granite rocks are allowed.

15.5.4 Artificial Landscaping and Yard Improvements. No artificial landscaping and/or yard improvements including, but not limited to, gazing balls, artificial flowers, ceramic animals, flags (other than American flags), bird baths, flamingos, bordering materials and similar artificial improvements shall be placed or otherwise maintained on any lots.

The use of pots of any type or size for growing plants shall be limited to **display only in the front yard**. Only live plants are permitted in the pots and a maximum number of four (4) pots are allowed to be tastefully displayed in the front yard or any area visible from the street. These pots are to be displayed in the front yard only; not in carports, garages or in the median between driveways and shall not appear cluttered or unkempt. Under no circumstances will non-living plants in pots be allowed or permitted in garage/carport areas, front yards or anywhere else on the Lessee's lot. Any pots with living plants that exceed the maximum amount of four (4) units must be placed in the back yard, out of view from the street. These additional pots, so stored, may not exceed four (4), whether visible or not. No empty pots may be stored anywhere in the Lessee's yard, whether visible or not. Viking Park will, following thirty (30) days' written notice, remove and dispose of all pots not in compliance with the above, at the risk and expense of the Lessee.

16. **UTILITIES.** Tampering with Viking Park electrical, water, sewer, telephone or cable television connections is strictly forbidden. In the event of utility problems, contact the Viking Park business office. Due to potential danger and damage to utilities, no digging, driving of posts or other activities that could jeopardize or damage underground utilities shall be permitted without the prior written consent of Lessor. Lessee will be responsible for damage to any utilities caused by acts or omissions of Lessee, or its contractors, agents or representatives. Lessor shall supervise the placement and removal of each manufactured home on any lot within Viking Park and the connection and disconnection of sewer, water, electricity, cable television and telephone utilities.

17. **MISCELLANEOUS.**

17.1 **Door-to-door Solicitation.** Door-to-Door solicitation is prohibited in Viking Park.

17.2 **Vehicle Speed Limits. POSTED SPEED LIMITS FOR ALL VEHICULAR TRAFFIC IN VIKING PARK MUST BE OBSERVED AT ALL TIMES** (Please caution guests).

17.3 **Motorcycles or Mini-bikes.** Motorcycles and mini-bikes are permitted ONLY for transportation to and from Viking Park.

17.4 **New Lessees.** A new Lessee in Viking Park is responsible for ensuring proper connections to sewer, water, electricity and cable television. Installation shall be in accordance with applicable laws, and the park rules and regulations.

17.5 **Trespassing.** There shall be no trespassing on other lots or Viking Park landscaped areas not intended for use by Viking Park residents.

17.6 **Age Requirements.** Viking Park residents must have one member of the family 55 years or older. Persons, under the age of 45, are not permitted to permanently reside in Viking Park. Any Lessee who gives birth to, adopts, or becomes legal guardian for a child who resides at Viking Park must cause the child to cease being a resident of Viking Park within 12 months or Lessee's lease will be terminated.

17.7 **Vacations that exceed one month.** In the event that a Viking Park resident is gone for longer than one month, a home key shall be provided to the front office to be used in case of emergency.

17.8 **Amendments.** Lessor shall have the right to amend all or any part of the Rules at any time by altering, changing, or deleting any provisions hereof and/or by adopting such additional Rules as Lessor deems advisable. A current copy of the Rules shall be maintained at the Viking Park office and shall be available for inspection by any Lessee during normal business hours. Lessee shall be provided with reasonable notice of any changes or revisions to the Rules. Notice may be provided by (1) personal delivery of a copy of the Rules, as amended, to Lessee; or (2) if the tenant is absent from the mobile home, posting a copy of the Rules in a conspicuous place on the home and also mailing a copy of the Rules, as amended, to Lessee.