

Wawaset Park Company LLC

Residency Agreement & Park Rules

Residency agreement between Wawaset Park company shall be effective on February 1st 2014 for a term of one year and shall continue thereafter on a month to month basis until terminated by either party pursuant to the terms of this Agreement.

This agreement allowed the homeowner to use the home on site at 20106 lower Pleasant Ridge Road lot ____Caldwell Idaho 83605 as his or her personal and actual residence subject to lawfully established rules and regulations

Monthly payments: In consideration for the use of a single wide homesite on which to place a home at a given space number above the homeowner will pay to Wawaset Park Company on the first day of every month \$405.00 .for a single wide space; Rent is to be paid at Idaho Central Credit union to the Wawaset account. In consideration for a use of a double wide homesite,home owner will pay to the Wawaset Park Company on the first day of every month \$435.00

Additional rent: if any payment is not received by the Wawaset Park Company by the 5th day of the month in which it is due, the payment will be increased by additional rent in the amount of \$30.00. For each day after the 5th that remains unpaid tenant will be charged additional rent of \$10.00 per day)

There will be a service of **notice charge of \$50.00** if Manager has to post on the property a 3 day notice to tenant for unpaid rent, or lease violation

Month to month: any resident that is not entered into a one year lease agreement as outlined above will be on a month to month rental rate of \$450-480.a month .

Security deposit: homeowner has paid a security deposit in the amount of the receipt of which is acknowledged. this deposit may be commingled with Wawaset Park company funds and will be held with no obligation for payment of interest of this deposit. deposit may be applied to any outstanding balance due Wawaset

Park Company under this lease or any costs incurred with cleaning up the lot space for damages caused by the tenant.

Maintenance responsibility: Homeowner is responsible for maintaining the home site. All plants shrubs and trees planted on the homesite as well as all non residential structure embedded in the ground including concrete should not be removed by the homeowner without written consent of Wawaset Park Company. Homeowner shall maintain all plants shrubs trees concrete and structures during the term of the homeowners residency and upon the expiration of this Agreement if such items plant shrubs and trees planted by the homeowner are damaged, home owner shall repair any damage. Wawaset Park Company may charge a reasonable fee for service relating to the land and premises upon which a home is situated. In the event the homeowner fails to maintain such land or premises in accordance with the guidelines of the community after written notice to the homeowner and the owner of the homeowner to comply within 3 business days. The written state the specific condition to be corrected and an estimate of the charges to be imposed by Wawaset Park Company or its agent perform the service. These charges may be considered as additional rent and will be due on the first day of the following month.

Homesite The homesite does not have fixed boundaries and Wawaset Park Company may modify the apparent lot lines and the apparent size and dimensions of the home site from time to time.

Access to homesite: Wawaset Park Company shall have the right at reasonable time to enter upon the homesite to perform maintenance, to confirm compliance by homeowner with the terms and conditions of this Agreement, to protect the home site and the community and persons from imminent danger, and to show the home site to prospective mortgagors, lenders and other with legitimate interest.

Termination Wawaset Park Company may terminate this Agreement or any of the following reasons pursuant to the manufactured home residency act.

Rules and regulations: Attached to this Agreement and incorporated by reference is a copy of the rules and regulations of the community. Homeowner agrees to abide by and conform to all of the present guidelines and all of the future guidelines, adopted by the Wawaset Park Company and implemented in compliance with Idaho State law. Homeowner acknowledges receipt of a copy prior to signing this agreement. Wawaset Park Company may at its discretion in

and in a manner consistent with existing law, amend the guidelines from time to time and shall specify the date of implementation of each such amendment.

Liability: Wawaset Park Company is not liable for damages or loss of homeowner, homeowners guests or licensees or any other persons for personal injury or damages or loss of property (including the home and its contents) from fire, smoke, rain, flood, water leaks, hail,, ice, snow, lightning, earthquake, ground shifting, expansive soil, explosions, interruption of utilities, theft, vandalism or any other casualty unless that injury or damage is caused by the gross negligence or with willful misconduct of Wawaset Park Company.

Subordination: Homeowner shall and hereby does subordinate its interest to the Wawaset Park Company successors and to lenders who may be granted a security interest in the community property. Homeowner empowers Wawaset Park Company and its successors as attorney-in-fact to execute all instruments necessary to accomplish such subordination.

Successor to homeowner. Homeowner may not assign this Agreement although a buyer will be offered a new agreement at a monthly payment rate then established and published for new homeowner upon Wawaset Park Company approval of the buyer which will not be unreasonably withheld. Homeowner may not sell the home to a buyer who intends to keep it in the community unless the condition of the home and the home site comply with the guidelines and park rules and why Wawaset Park Company has approved the buyer or residency. No portion of the home or home site may be sublet, rented or leased by homeowner. Community may lease any home its owns or leases on community lots. In such cases, homeowner need not occupy the home.

Statutory provisions: The relationship between the homeowner and the Wawaset Park Company shall be subject to Idaho law. As used in this Agreement the term Wawaset Park Company mean landlord as that term is defined in the Idaho Code 55 - 2003 (1) .

Waiver: The waiver by Wawaset Park Company of any default of home owner or the acceptance by Wawaset Park company of payment with knowledge of any default of any term covenant or condition of the agreement shall not be deemed to be a waiver by Wawaset Park company of any substance or further breach by homeowner of any term, covenant, or condition of this Agreement. The failure by Wawaset Park Company to take any action in respect to any default of any term,

covenant, or condition shall not be deemed a waiver by Wawaset Park Company of such default or any other or further default and what was that Wawaset Company reserves the right to pursue with remedies in full at any time .

15. Notices: Notices from homeowner to Wawaset park Company shall be delivered to Wawaset Park Company at 1915 West State Street number 331 Boise Idaho 83702. notices from Wawaset Park company to homeowner shall be delivered to the home site hereby leased by the homeowner in the community. Either party may be written instructions to the other party change the address where the party desires to receive notice.

16 Additional provisions: Wawaset Park company may add additional provisions to this lease with 30 days notice or written or within the statutory period required.

17. Severability and enforcement: Each provision of this Agreement is a separate and distinct and individual enforceable. In the event that any provision of this declare to be unlawful or unenforceable, the enforceability of all of the provisions shall not be affected

WAWASET MOBILE HOME PARK RULES EFFECTIVE JAN 2015

The following rules are for protection and welfare of all of the Tenant's, Mobile Home Owners, and Visitors to the Mobile Home Park. By adhering to these Rules, you will be helping us to uphold those standards necessary to maintain a pleasant, safe and comfortable environment. Any infraction of the rules will be sufficient reason, for Management or the owner hereinafter called Landlord, to request and/or demand the Tenant to vacate the premises.

Landlord reserves the right to alter any of the following upon giving a 90-day written notice as required by Idaho Code 55-2008.

Application/Registration:

New residents must contact the manager and /or visit the website at www.wawasetmhp.com and fill out an application and lease prior to moving into the park.

All mobile homes will be inspected by Landlord prior to placement in the park.

Landlord will prohibit placement of any mobile home which, in Landlord's sole discretion,. Tenant's mobile home must bear a current annual license or State of Idaho tax identification number.

Owner Occupancy of all mobile homes

The owner of any mobile home shall not sublet his or her mobilehome, assign any rights as to his or her mobile home and/or the agreement to pay rent or any other rights as to his or her mobile home or in any way permit individuals not registered and approved by the Landlord to reside in his or her mobile home. Residents are required to provide a mailbox with their space number clearly marked on the box

Sewer, water , garbage are provided.

Residents are required to provide a mailbox with their space number clearly marked on the box.

Lot maintenance and improvements

All mobile homes must be kept in good repair.

Spaces must be kept clean and orderly at all times, no appliances, out in the open garbage.

Mobile homes must be periodically washed and/or painted as may be necessary to maintain an attractive appearance. Space under and around Tenant's mobile home must be kept clean and sanitary at all times and nothing shall be stored under the mobile home until the mobile home has been properly skirted and Landlord has approved the type of storage. No fuel, oil, or other materials of combustible nature shall be stored under or near the mobile home or anywhere in the park if it is considered a danger to others.

Skirting is required to be installed within thirty days after the mobile home is placed on the lot. Skirting shall be metal and shall be around the complete perimeter of the mobile home and must be approved by Landlord.

Removable tongues and hitches shall be taken off prior to skirting.

The landlord will consider split rail, picket, and rubberized chain-link fence, no fence can be closer than four (4) feet from the street

All fences must be properly maintained or they may be subject to removal

Residents are required to provide a mailbox with their space number clearly marked on the box

NO DRIVING or PARKING ON THE LAWNS will be permitted. No storage on the patio. No appliances out in the open are allowed.

Awnings approved by Landlords must compliment and coordinate with the mobile home coach. Storage units and carports must be painted to match homes.

Storage sheds are required for freezers, appliances or tools so as to maintain a neat orderly appearance on the patios, driveways, and around the mobile home. Each lot is allowed up to two 10 x 12 storage sheds. They must be painted to match home.

Landlord must approve fencing around your lot PRIOR to any purchase or construction. Fencing must be of quality material and installed and maintained.

14. Lawns are to be mowed, weeded and watered weekly.
15. ALL trash must be placed in the dumpster. No dumping near the storage areas. No composting, and no trash is to be thrown over fences.
16. Decorative gravel in front of homes shall be considered part of the lawn and must be properly maintained.
17. No lawn to be removed without written approval.
18. Hoses need sprinklers or bubblers to prevent flooding others.
19. If in the opinion of Landlord, Tenant's premises need mowing, watering, snow removal, or other care, Manager will order work done and all costs, including a minimum fee of \$25.00 will be charged to the tenant. This fee will be treated as additional rent and payable by the first of the following month. Tenant will receive an itemized billing of such charges.
20. No resident may open burn garbage anywhere in the park. Or dump garbage anywhere but the dumpster. If dumpster is full or it has not been emptied please notify the manager
21. Rubbish of any kind, including papers, glass, tins, sanitary napkins and disposable diapers must be placed in trash receptacles. These items must never be flushed into sewer lines. Damage determined to be caused by a resident, may be charged for the expense of clean out.
22. Space under and around Tenant's mobile home must be kept clean and sanitary at all times and nothing shall be stored under the mobile home until the mobile home has been properly skirted and Landlord has approved the type of storage. No fuel, oil, or other materials of combustible nature shall be stored under or near the mobile home or anywhere in the park if it is considered a danger to others.

23. Storage sheds are required for freezers, appliances or tools so as to maintain a neat orderly appearance on the patios, driveways, and around the mobile home. Each lot is allowed up to two 10 x 12 storage sheds. They must be painted to match home.
24. Bushes and shrubs shall be trimmed to a reasonable level so as not to obstruct the view of others.
25. If you are going to dig more than one foot deep, please contact Dig Line prior to digging, as we have underground utilities. Dig Line Idaho 208-342-1583.
26. WATER – Tenant shall not interfere with any water carriage system either for drainage, sewer, domestic or irrigation water and shall not interfere with any easement for such systems. Tenants agree that, prior to the onset of freezing temperatures, they will turn off the water supply leading to swamp coolers and outside spigots to avoid freezing and bursting of pipes. Tenants acknowledge their responsibility to winterize units by heat taping pipes, etc also, Tenants are to maintain all drains, toilets, and faucets. No leaks allowed.

Irrigating -Tenants must not use excessive water to water their lawns. If Landlord notices water running on yard in excess or it is flowing on to the roadway . Landlord or representative will come on to the lot and shut the water off and the tenant will be fined \$25.00

All water lines must be protected from freezing prior to Oct 15th. A service charge can be made for each visit to thaw out pipes, damage to water connections where such a service call is made necessary by the fault of the tenant.

Resident's home or lot must not be used for any business or commercial operation, including the sale of trailers, vehicles or any other type of merchandise. Sale of home is restricted by the fact that you must first advise the Landlord. "For Sale" signs may be situated next to your home or in the window

Pet Control

28. PETS – Ownership of a pet is a very serious responsibility and those residents accepting the responsibility will be required to comply with the following:

Definition: A pet spends its primary existence within a dwelling. If the pet is taken outside, it is on a leash or in a fenced yard, whether in the resident's lot or on other common area.

Pets may be tied outside mobile homes only if they do not bark or cause any similar type of disturbance

No scary breeds(rottweilers, pit bulls etc) will be allowed in the park

- a) No more than two (2) pets allowed.
- b) **Your pets are not allowed to run free in the park, They must be kept on a leash.**
- c) Cats must be kept at your own space and not allowed to wander freely

At this time we are still allowing residents to have goats, horses,chickens and other farm animals as long as they do not become a nuisance to the neighbors .

In the event of complaints, if investigation reveals the complaints are warranted, one warning will be issued to the pet owner. On the second justified complaint there will be a \$25.00 fine on the third complaint, the owner will receive a \$75.00 fine and on the fourth violation the pet owner be required to vacate the premises.

You may have up to two large storage sheds, (10x12).

- 30. Vehicular traffic must not exceed ten (10) miles per hour and shall stop to give pedestrians the right of way. Please advise your guests of this regulation.
- 31. To eliminate congestion, please do not park on the blacktop, vehicles that are not used daily. Do not leave travel trailer, etc., in front of your home for more that three days. This should allow adequate loading and unloading time.

32. **DISTURBING NOISES AND PARTIES:** Loud and disturbing noises are not permitted at any time. Sound equipment and musical instruments or radio should be tuned and/or played at a level which will not annoy other members of the community. Loud parties will not be permitted at any time. Between the hours of 10:00 pm and 7:00 am any operation of power tools, equipment or loudly playing music or music playing devices shall be considered a nuisance.
33. Motorcyclists are not permitted to joyride around streets. Go carts/etc. are not allowed. Residents and guests with such vehicles must obey all rules and regulations as established for vehicles.
34. This is a privately owned Park and the right to evict, under Idaho code any objectionable person who may cause a disturbance or become a nuisance is reserved; and, Landlord is sole judge of the existence of cause for such action. Landlord reserves the right to evict, upon giving proper 90-day written notice, anyone from the park who refuses to comply with all rules or accepted practices.
35. Violations of any law or ordinance of the City, County, State or Federal government will not be tolerated. Acts of misdemeanor will not be permitted which would place the Landlord or Owner of these premises in violation of any law or ordinance of the City, County, State or Federal governments.
36. The Landlord also reserves the right of access to Tenant's lot at any time for purposes of inspection or utility maintenance and to temporarily move Tenant's mobile home for repairing park facilities in emergency situations.

The Landlord and Park Management are continually striving to make this park a good place for you to live, and by following these rules, you will be helping us to maintain those standards necessary for a pleasant environment.

Signature Page

Wawaset Park Company
Starr Jerome/ Park Manager
P.O. Box 171 Wilder, ID 83676
wilderpropertymanagement@gmail.com
208-318-4052
Park Website- www.wawasetmhp.com

I acknowledge I have read and understand the lease, rules, how to prevent frozen pipes and the septic policy.

Balances homeowner has an outstanding balance in the amount of \$_____ which will be due and payable as past due rent under the terms of this Agreement.

Property Address & space number

Manager

Date

Homeowner

Date

Printed Name

Phone

Email address