



STATE OF WASHINGTON
OFFICE OF ADMINISTRATIVE HEARINGS

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ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION
SEATTLE

April 22, 2009

Terry Thacker



Walter Olsen
Olsen Law Firm PLLC
Lakeside Villa Mobile Home Park



Jake Bernstein
Assistant Attorney General
Office of the Attorney General
800 - 5th Ave, Suite 2000
Seattle, WA 98104-3188

Cathie Caldwell
Program Manager
Manufactured Housing Dispute Resolution
Program
800 - 5th Ave., Suite 2000
Seattle, WA 98104-3188

In Re: Lakeside Villa Mobile Home Park
Docket No. 2009-AGO-0001

Dear Parties:

Attached please find the signed Stipulated Order Dismissing Appeal and Agreed Order for the above-referenced docket number.

If you have any questions, please call me at (360) 753-3526.

Thank you,

Margaret Simmons
Legal Secretary

MS:ms

Attachments



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The Honorable Elmer E. Canfield
Hearing Date: May 13, 2009
Hearing Time: 9:30 AM

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**STATE OF WASHINGTON
OFFICE OF ADMINISTRATIVE HEARINGS
FOR THE OFFICE OF THE ATTORNEY GENERAL
MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM**

IN RE:

LAKESIDE VILLA MOBILE HOME
PARK,

Appellant.

Docket No 2009-AGO-0001
MHDRP Complaint No. 327765
(Terry Thacker)

STIPULATED ORDER
DISMISSING APPEAL AND
AGREED ORDER

The Office of the Attorney General (AGO), Manufactured Housing Dispute Resolution Program (MHDRP), by and through Jason E. Bernstein, Assistant Attorney General, and Lakeside Villa Mobile Home Park ("the Park"), by and through its attorney, Walter H. Olsen, Jr., stipulate and agree to the following:

I. PROCEDURAL STIPULATIONS

- 1.1. On January 20, 2009, the MHDRP issued a Notice of Violation against Appellant.
- 1.2. The Notice of Violation alleges that Appellant violated RCW 59.20.020.
- 1.3. The parties acknowledge that the MHDRP has the power and authority to impose sanctions pursuant to RCW 59.30.040, and that the Appellant has the legal right to appeal the Attorney General's findings that resulted in a Notice of Violation.
- 1.4. Appellant and the Program Manager of the MHDRP agree to expedite the resolution of this matter by means of this Stipulated Order Dismissing Appeal and Agreed Order

ORIGINAL

1 (“Agreed Order”). In so doing, this Agreed Order does not preclude Appellant from continuing to
2 enforce the Park’s pet rules, including those found in Thacker’s lease, the Park Rules, and the
3 Pet Agreement, all of which are attached as Addendum A.

4 **1.5.** Appellant waives the opportunity for a hearing on the Notice of Violation
5 contingent upon signature and acceptance of this Agreed Order by the Administrative Law Judge.

6 **1.6.** This Agreed Order is not binding unless and until it is signed and accepted by the
7 Administrative Law Judge.

8 **II. STIPULATED FACTS**

9 The parties acknowledge that existing evidence can be deemed sufficient to justify
10 finding by a preponderance of the evidence, and the parties stipulate to such evidence, and the
11 Administrative Law Judge does find, the following facts:

12 **2.1** Mr. Terry Thacker and his wife, Cassandra Thacker, (Thackers) are tenants of
13 the Park and have lived at the Park since at least 1992. They own their mobile home.

14 **2.2** Mr. Dennis Daly (Daly) purchased the Park on or about July 30, 2002 and is the
15 current owner of the Park. Daly purchased the Park subject to the legal rights and obligations
16 contained in Thackers’ existing lease. Ms. Randa Mikel (Mikel) is the Park manager.

17 **2.3** The Thackers signed a lease in July 1992, which provided that the Thackers
18 would obtain the Park’s prior written approval for any pets, and included an Addendum E “Pet
19 Agreement” that identified two dogs: Blondie and Gracie. At some point after July 1992, the
20 Thackers obtained dogs and cats without obtaining the Park’s prior written approval.

21 **2.3** The Thackers signed a new lease at Daly’s request on April 1, 2007. The lease
22 provided that the Thackers would obtain the Park’s prior written approval for any pets.

23 **2.4** The Thackers signed Addendum E “Pet Agreement” at Daly’s request on April
24 1, 2007.

25 **2.5** Addendum E “Pet Agreement” lists only two dogs: Tiki and Pooki.
26

1 **2.6** The Thackers allege that during discussion concerning the new lease agreement,
2 they informed Daly that they also had three cats. The Thackers allege Daly and/or Mikel said
3 that they didn't need to worry about the cats.

4 **2.7** Daly and Mikel dispute that the Thackers ever informed the Park that he had
5 three cats. Daly and Mikel allege that they did not know the Thackers had three cats until a
6 third-party informed Daly of this information in October, 2008.

7 **2.8** On or about October 20, 2008, the Thackers met with Daly and Mikel about the
8 three cats. No signed agreement resulted from this meeting. Daly and Mikel allege that they
9 provided Thacker with a written agreement to remove the cats by November 21, 2008, and
10 they further allege that Thacker agreed to sign and return the written agreement in a few days.

11 **2.9** On November 3, 2008, the Thackers filed a complaint with the MHDRP
12 pursuant to their rights under RCW 59.30.040.

13 **2.10** On November 10, 2008, MHDRP sent the complaint and a letter to Daly
14 notifying him of the complaint filed against the Park by the Thackers.

15 **2.11** On November 20, 2008, Daly submitted a response to the complaint to the
16 MHDRP, pursuant to his rights under RCW 59.30.040.

17 **2.12** The Park served the Thackers with a 15-day Notice to Comply With the Lease
18 Rental Agreement and/or Rules/Regulations Or To Vacate on November 21, 2008. The Notice
19 provided that the Thackers' failure to comply may result in termination of their tenancy.

20 **2.13** On November 25, 2008, MHDRP personnel spoke with Daly regarding the
21 complaint and his response for purposes of dispute resolution but nothing was resolved.

22 **2.14** On December 8, 2008, the Park served the Thackers with a second 15-day
23 Notice to Comply or Vacate. On the same day, MHDRP issued a letter to Daly notifying him
24 that a formal investigation had been initiated regarding the complaint.

25 **2.15** On Wednesday, December 24, 2008, the Park served Thacker with a third 15-
26 day Notice to Comply or Vacate.

1 **2.16** On January 8, 2009, Daly's former counsel sent an email informing MHDRP as
2 follows:

3 I have talked with my client Dennis Daly regarding the two cats remaining with
4 the Thackers. He is not willing to agree to this resolution. He will forego
5 pursuing any unlawful detainer action provided the cats leave the Park.....If the
6 cats are not removed from the Park, we will pursue our legal remedies. Thank
7 you for your consideration.

8 **2.17** The Thackers informed MHDRP that all cats had been removed on January 16,
9 2009. The MHDRP then informed the Park that all cats had been removed.

10 **2.18** MHDRP issued a Notice of Violation on January 20, 2009.

11 **2.19** On February 4, 2009, Daly timely requested an administrative appeal to contest
12 the Notice of Violation.

13 **2.20** During a settlement conference on April 6, 2009, MHDRP and Daly agreed
14 upon the following supplemental facts:

15 a. Daly never intended to evict the Thackers because of the excess number
16 of pets they owned.

17 b. Daly would allow the Thackers to have their one elderly cat for the
18 remainder of its aging life for health reasons, in addition to the two dogs specified in their Pet
19 Agreement. In return, the MHDRP would agree that the Thackers must comply with the
20 Park's pet rules, including those found in Thacker's lease, the Park Rules, and the Pet
21 Agreement, all of which are attached as Addendum A.

22 c. To facilitate the parties compromise and facilitate the enforcement of
23 this Agreed Order, the MHDRP will schedule a meeting with the Park, Cathie Caldwell, and
24 Rich LaMonica to conduct a walk-through of the Park and its business operations so that both
25 parties may better understand the policies and procedures of the other. During that meeting,
26 Ms. Caldwell and Mr. LaMonica will also meet with the Thackers to summarize this Agreed
Order and seek to photograph the Thackers' pets in order to facilitate the dispute resolution
nature of this Agreed Order.

1 d. MHDRP will evaluate whether tenants have violated any of the
2 agreements attached as Addendum A should similar complaints be filed against the Park.
3 Further, MHDRP will (1) consider the Park's strict policy and procedure to not make oral
4 agreements that violate the written agreements attached as Addendum A; and (2) consider
5 issuing Notices of Violation against tenants if supported by law and fact.

6 III. CONCLUSIONS OF LAW

7 The Appellant and MHDRP stipulate to the following Conclusions of Law:

8 3.1 The OAH has jurisdiction over Appellant and over the subject matter of this
9 proceeding.

10 3.2 Upon the signature of this Order by the ALJ, the parties agree that the Park
11 complied with the Notice of Violation and RCW 59.20.020.

12 3.3 The parties agree that this Order does not constitute a finding of violation of
13 RCW 59.20.020, or that the Park acted in bad faith.

14 IV. AGREED ORDER

15 Based on the preceding Stipulated Facts and Conclusions of Law, Appellant agrees to
16 entry of the following Order:

17 4.1 The Park shall allow the Thackers to have one elderly cat for the remainder of
18 its aging life for health reasons, in addition to the two dogs included on their Pet Addendum,
19 Pooki and Tiki. The Thackers must comply with the Park's written pet rules, including those
20 found in Thacker's lease, the Park Rules, and the Pet Agreement, all of which are attached as
21 Addendum A.

22 4.2 The Park's written pet rules on their face requiring application for approval for
23 new pets and limiting tenants to two pets do not violate RCW 59.20.045 and are not inherently
24 unreasonable. It is the Park's responsibility to apply these rules to all tenants in a fair manner,
25 and it is the Thackers' responsibility to comply with the Park's written pet rules.



PREPARED FOR USE OF PAID MEMBERS OF MHCW BY LEGAL COUNSEL - 2006

MANUFACTURED HOME LOT ONE-YEAR RENTAL AGREEMENT

THIS AGREEMENT is entered into between Dennis Daly as Landlord, and Terry and Cassandra Thacker as Tenant(s), and owner(s) of the manufactured home.

1. RENT/TERM. Landlord rents to Tenant and Tenant rents from Landlord, Lot No. [redacted] (hereinafter the "Lot"), the location of which is described in Addendum "A" hereto, in Lakeside Villa Mobile Home Park (hereinafter the "Community"), located at [redacted] in the City of Olympia, County of Thurston, State of Washington, for a term of one year, commencing on the 1st day of April, 2007, and ending on the 31st day of March, 2008, at a minimum monthly rental of Three hundred fifty Dollars (\$350.00), payable in advance on or before the first day of each month during the tenancy.

2. ADDITIONAL CHARGES. In addition to the monthly rental and any other charges or fees specified in this Agreement, Tenant agrees to pay to Landlord the following charges: One hundred dollars (\$100) for Damage / Security Deposit

3. UTILITIES. Tenant shall, in addition to the monthly rental, pay for all utilities supplied to the Lot, except for One Can of Garbage, which shall be paid for by Landlord.

4. FACILITIES. The following facilities shall be available to Tenant during the tenancy: N/A

5. LATE CHARGES. Tenant agrees that if full rent, fees, and other charges are not received by the 5th day of each month, Tenant shall pay Thirty Dollars (\$35.00) as a late fee, and an additional fee in the amount of Seven Dollars (\$7.00) per day thereafter shall be charged. In addition, any check returned for any reason shall result in an additional fee of Thirty Five Dollars (\$35.00). Payment of late fees, other charges, and check return fees are in addition to the rent due for that month. Any returned check causing late receipt of rent payment will result in the assessment of both late charges and returned check fees. Two returned checks from Tenant during Tenant's occupancy will result in Tenant's forfeiture of the right to pay by check. All future payments must be made by money order only.

6. PLACE OF PAYMENT. Rent and all additional charges and fees shall be paid to the Community Manager at 6200 Fair Oaks Rd. SE #201, Olympia, WA 98513, or to such other person or at such other place as Landlord may, from time to time, designate by written notice.

7. SECURITY/DAMAGE DEPOSIT. As partial consideration for execution of this Agreement, Tenant shall pay Landlord, prior to occupancy, a deposit in the amount of One hundred Dollars (\$100.00). This sum shall be deposited by Landlord in a trust account at Wells Fargo Bank whose address is 1010 Steiner Kinney Rd. SE, Lacey, Washington. This deposit does not limit Landlord's rights or Tenant's obligations. Upon termination of the tenancy, all or a portion of such deposit may be retained by Landlord and may be applied to: (a) Any delinquency in the payment of rent, utilities, fees, or additional charges; (b) Expenses of cleaning, restoring, and repairing the Lot, (wear for ordinary use excepted); or (c) Any monies owing for Tenant's portion of mediation charges resulting from mediation under this Agreement or the Mobile Home Landlord-Tenant Act; (d) Failure of Tenant to give at least thirty (30) days' written notice prior to the expiration of an intention not to renew; and/or (e) Other damages caused by Tenant. Refund of any portion of such deposit to Tenant is conditioned as follows: (a) Tenant shall have fully performed all obligations specified in this Agreement and in the Mobile Home Landlord-Tenant Act; (b) Tenant shall have remedied or repaired any damage to the Community or to other tenants' Lots; and (c) Upon termination of the tenancy and/or removal of Tenant's manufactured home from the Lot, Tenant shall have cleaned, restored, and returned the Lot to Landlord in substantially the same or better condition as upon taking possession. Landlord shall have the right to proceed against Tenant to recover sums exceeding the amount of Tenant's deposit for cleaning, restoration, and/or repairs to the Lot or Community, or replacement of lost or missing items for which Tenant is responsible, together with reasonable attorney's fees and costs.

8. ESCALATION/REDUCTION IN REAL PROPERTY TAXES, UTILITY ASSESSMENTS, AND UTILITY CHARGES. Tenant shall pay a pro rata share of any increases in the community's real property taxes, or utility assessments, or utility charges over the base taxes, or assessments, or charges in the year in which this Agreement took effect. Landlord shall make a pro rata reduction in the rent or other charges in the event of a reduction in real property taxes, or utility assessments, or utility charges of the year in which this Agreement took effect.

9. OCCUPANTS. Tenant shall not give accommodation to any roomers or lodgers; or permit the use of the Lot for any purpose other than as a residence and as the location of one manufactured home and its accessory buildings for the exclusive occupation and use of the following named persons: Terry and Cassandra Thacker

10. PETS. Tenant agrees to have no animals or pets of any kind on the Lot, or in the Community, other than the following: 2 indoor dogs (Pookie paw) (Tiki Churawa)

11. RESPONSIBILITIES. Tenant agrees: (a) To keep the Lot in a clean and sanitary condition; (b) To comply with all applicable federal, state, and local laws, regulations, and ordinances pertaining to the Lot and the manufactured 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 manufactured home and 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 Lot or to the Community caused by acts of neglect of Tenant or Tenant's guests, and 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 Tenant's control, to do so; (f) To not permit a nuisance or common waste; and (g) To comply with all Community Rules and Regulations.

12. RULES AND REGULATIONS. Tenant acknowledges receipt of a copy of the Community Rules and Regulations which Tenant has read and understands. Tenant agrees to comply with the Rules and Regulations. Tenant agrees that Landlord may, upon thirty (30) days' written notice, make changes or additions to the Rules and Regulations stated herein.

13. TERMINATION-EVICTION/WAIVER OF NON-PAYMENT OF RENT. A Tenant intending not to renew and terminating the Lot tenancy shall notify the Landlord in writing at least thirty (30) days prior to the expiration of this Agreement of an intention not to renew. This Agreement may be terminated by Landlord as provided by this Agreement and under law. Tenant may be evicted in the manner provided by law. If any Tenant is evicted for any reason provided by law, to include non-payment of rent, charges, fees, or any other costs, Tenant is liable for under this Agreement or law, such Tenant expressly agrees to pay all rent, additional charges, and other fees, and any other costs due under this Agreement during the pendency of any eviction proceeding and until the Tenant vacates and removes the Tenant's manufactured home and other personal property from the Lot and the Community. Tenant expressly waives any right to not pay rent, additional charges, fees, and other costs during any legal proceeding to evict the Tenant.

14. HOLDING OVER. If Tenant continues in possession of the Lot after termination of this Agreement, and it is otherwise not renewed, Tenant agrees to pay to Landlord the monthly rental, computed and prorated on a daily basis, for each day Tenant remains in possession of the Lot, and otherwise agrees to comply with this Agreement.

15. IMPROVEMENTS. Tenant agrees not to make or permit any construction, alteration, additions, painting, or improvements to the Lot, or to permit placement of a storage shed thereon, without the prior written consent of Landlord.

EXHIBIT A

16. FEE FOR GUESTS. Tenant agrees to pay a fee of Seven Dollars (\$ 7.00) per day for each guest who remains within the Community for more than fifteen (15) days in any sixty (60) day period.

17. GUEST PARKING. Tenant agrees that guests shall park their vehicles only in Tenant's assigned parking area or in areas designated for guest parking. In no case will Tenant's guests obstruct or violate other tenants' parking or property rights. Any guest's vehicle parked in excess of Seventy two (72) hours must be properly identified by placement of Tenant's name and Lot number where such guest is visiting to prevent impound or towing. Tenant agrees to pay a fee of Five Dollars (\$ 5.00) per day per vehicle for each violation of the provisions of this Agreement and the Community Rules and Regulations relating to guest parking. Tenant agrees to pay a fee of Seven Dollars (\$ 7.00) per day for each guest's vehicle which remains in the Community for more than Twenty (20) days. 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 guests which is not parked in accordance with the terms of this Agreement, provided that Landlord must first attempt to notify the owner of the vehicle or the Tenant.

18. ASSIGNMENT. This Agreement shall not be assignable by Tenant, except as provided in RCW 59.20.073, on the sale of a manufactured home in the Community.

19. SUBLETTING. Tenant shall not sublet or rent out all or any part of Tenant's manufactured home or Tenant's Lot. All manufactured homes shall be owner-occupied.

20. LIABILITY AND INDEMNITY. Tenant agrees that all of Tenant's personal property in the Community shall be at the risk of Tenant. Tenant further agrees that Landlord shall not be liable for, or on account of, any loss or damage sustained by action of any third party, fire, theft, water, or the elements, or for loss of any property from any cause from said Lot, or any other part of the Community, nor shall Landlord be liable for any injury to Tenant, Tenant's family, guests, employees, or any person entering the Community, or the property of which the Community is a part, unless caused by the sole negligence of Landlord. Tenant hereby waives all claims therefor and agrees to indemnify Landlord against any such loss, damage, or liability, or any expense incurred by Landlord in connection therewith.

21. HAZARDOUS SUBSTANCES: Any product containing hazardous substances, as defined by RCW 70.105D.020, including, but not limited to, petroleum products, oil, gasolines, paints, solvents, fertilizers, pesticides, and herbicides, shall be stored in closed containers that are in good condition and kept in a manner to prevent leaking. Tenant shall comply with all federal, state, and local laws regarding hazardous substances and shall use products containing hazardous substances only in a non-negligent manner according to the manufacturer's instructions. Tenant shall not allow disposal of any hazardous substance on the Lot or within the Community in any storm drain, septic or sewer system, or water system. Tenant agrees to immediately clean up any spill of any hazardous substance and notify Landlord of the circumstances surrounding the spill and actions taken. Tenant agrees to indemnify and hold Landlord harmless from any and all liability arising out of any release of hazardous substances caused by Tenant or by breach of this Agreement.

22. CONDEMNATION-EMINENT DOMAIN. In the event the whole or any part of the 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 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.

23. ZONING. The current zoning for the Community is R415 Rural Residential.

24. NOTICE/LANDLORD IDENTIFICATION. Any notice required to be served by Tenant upon Landlord in accordance with the terms of this Agreement shall be delivered to the Community Manager, whose address is 6200 Fair Oaks Rd SE #301, Olympia, WA 98513. The Manager is hereby directed to act as agent for the Landlord for the purposes of serving notices and process. The Landlord is Dennis Daly. The Landlord's address is 6200 Fair Oaks Rd SE #301, Olympia, WA 98513.

25. FORWARDING ADDRESS. In the event of an emergency or abandonment of Tenant's manufactured home, Tenant's forwarding address is 6200 Fair Oaks Rd SE #301, Olympia, WA 98513. The person who would likely know the whereabouts of Tenant is Jan Remillard, 459-5415, who resides at 459-5415.

26. SECURED PARTY. The name of each lending institution, (or other entity or person), who has a secured interest in Tenant's manufactured home is No Secured Party / Resident Holds Title, whose address is No Secured Party / Resident Holds Title. The secured party's account number for the subject security agreement is No Secured Party / Resident Holds Title. Tenant shall provide Landlord with a copy of Tenant's ownership title of the manufactured home occupying the Lot, at Landlord's request.

27. MEDIATION. In the event Tenant fails to participate in mediation as required by RCW 59.20.080 (2), Landlord shall be entitled to recover from Tenant all fees and costs incurred in the mediation process.

28. ATTORNEY'S FEES AND COSTS. Tenant shall pay for all attorney's fees and costs incurred by Landlord to enforce this Agreement. In any legal action to enforce this Agreement, including eviction, the prevailing party shall be entitled to reasonable attorney's fees and costs.

29. DEFINITIONS. As used in this Agreement, "manufactured home" means "manufactured home and/or mobile home", "Community" means a "mobile home park", "mobile home park cooperative", or "mobile home park subdivision", as defined in RCW 59.20.030 and "Lot" means a "mobile home lot" as defined in RCW 59.20.030.

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

31. ENTIRE AGREEMENT CLAUSE. This Agreement constitutes the sole and only Agreement between Landlord and Tenant and supersedes any prior agreement, either oral or written, between the Landlord and Tenant. No subsequent oral agreement between Landlord or Landlord's Agent and Tenant shall have any bearing whatsoever on this Agreement.

32. AMENDMENTS. Any amendment to this Agreement shall be in writing with thirty (30) days' written notice, unless a different notice time period is required by law.

33. ENFORCEMENT. Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein 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. Landlord's acceptance of any rent after Tenant breaches this Agreement shall not waive Landlord's rights or remedies created by Tenant's breach.

34. HEIRS AND SUCCESSORS. The covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors, and assigns of any or all of the parties herein.

35. ATTACHMENTS. Attachments made a part of this Agreement are as follows: (a) Addendum "A" - Lot Description; (b) Rules + Regulations Addendum "G" Vehicle Agreement Addendum "HP" Water + Septic Fee, Addendum "E" pet agreement, and mail box agreement. Chapter 59.20 RCW requires the following statement be included in this Agreement:

THIS COMMUNITY MAY BE SOLD OR OTHERWISE TRANSFERRED BY LANDLORD AT ANY TIME WITH THE RESULT THAT SUBSEQUENT OWNERS MAY CLOSE THE MANUFACTURED HOME COMMUNITY, OR THAT THE LANDLORD MAY CLOSE THE COMMUNITY AT ANY TIME AFTER THE REQUIRED NOTICE.

UNDERSTOOD AND AGREED UPON this 7 day of April, 2007.

LANDLORD [Signature] TENANT(S) [Signature]

[Signature]

Annual - Page 2 of 2
White: Landlord, Yellow: Tenant

**Lakeside Villa
Addendum "E" Pet Agreement**

Please Note:

NO PIT BULLS, ROTTWEILERS, EXOTIC ANIMALS OR FARM ANIMALS ARE PERMITTED

ATTACHED TO and made part of rental agreement for manufactured home lot # [redacted] in Lakeside Villa dated 4/1/2007

Terry and Cassandra Thacker, Tenant(s).

A maximum of one indoor, small to medium sized, (a maximum size of 16" tall at the front shoulder when pet is full grown), DOG or Cat is hereby authorized to live on manufactured home lot # [redacted], subject to the following:

1. **Pet authorization will not be given without the pet's current license, current shot record and neutering/spaying verification.** The manager must physically inspect, pet and records. Copies of records must be supplied and attached to this addendum.
 2. A fee of \$50 will be charged to Tenant when management finds a pet that lives on Tenant's lot and is not authorized in this addendum. In addition, if the unauthorized pet is not accepted by Lakeside Villa, Tenant agrees to remove the pet from the community within 5 days of notice to do so. If the same unauthorized pet remains in Lakeside Villa the deadline stated in the notice to remove the pet, an additional fee of \$50 will be charged for each 5 day period pet remains in Lakeside Villa.
 3. No pet is permitted to run free within the community, this includes cats. Loose pets will be considered as unauthorized strays and may be captured and removed from Lakeside Villa or taken to the Animal Shelter, and/or, if the loose pet is recognized by the manager to be a Tenant's, the loose animal's authorization to live in Lakeside Villa may be immediately revoked.
 4. No pet is permitted to be left outdoors unattended, this includes chaining, and kenneling.
- Tenant is responsible for prompt clean-up of all tenant's pet's messes within Lakeside Villa. Cat litter is to be disposed of in your garbage can, and no where else within Lakeside Villa.
5. Tenant agrees to pay a pet fee of \$ 0 per pet, due on the 1st of each month along with manufactured home lot rent.
 7. **If the manager receives complaints about your pet's, messes, noises, smells, or behavior, tenant's authorization for a pet may be revoked and the pet required to be removed from Lakeside Villa immediately.**

8. ANIMAL DESCRIPTION:

7 years + 9 years

Type 2 indoor dogs Breed Pompanian + Chihuahua Name Pookie + Tiki
Size _____ Weight _____ Age _____ License # 507211 507212
Coloring or Markings _____ Shot Record Attached _____
Date of shot record _____ Vet name _____ City _____ State _____ Zip _____
Spayed () _____ Spayed X Neutered _____

fully understand and agree to abide by the above "Pet Agreement" and further agree to accept complete and sole responsibility, financially and otherwise, for all actions of my pet and any pet of my guests or invitees. This includes all damage and discomfort my pet or the pet of my guest or invitee causes to neighbors and to Lakeside Villa.

Tenant Terry Thacker Date 4/1/07
Tenant Cassandra Thacker Date _____

LM

**LAKESIDE VILLA
ADDENDUM "C"
Community Rules and Regulations
(Revised 11-95)**

Attached to and made a part of the Rental Agreement for a manufactured home lot in Lakeside Villa. Please note: The term "Resident" means "Tenant", and the term "community" means the "mobile home park".

We ask for your cooperation in maintaining the following rules and regulations to assist in keeping Lakeside Villa a community in which each Resident can enjoy living.

Basic Community Policy. Our basic policy is simple, it is The Golden Rule. If each Resident can be a little considerate of others in the community, it will be an enjoyable place to live. We strive for that and request that you participate fully. These rules and regulations, which Residents are asked to sign and agree to before occupancy, ensure that you are sincere in being a good neighbor.

LEASE/RENTAL AGREEMENTS

1. All monthly rental fees and other charges are payable in advance, on the first day of each month and by no later than the fifth day. A late charge of Thirty-Five dollars (\$35) is assessed if payment is received after the fifth day, and Seven dollars (\$7) per day thereafter is added until paid in full. If a resident's check is returned for any reason there is a charge of Thirty-Five dollars (\$35). Late fees and returned check charges are in addition to and part of the rent due.

USE OF MANUFACTURED HOMES

2. This is a owner-occupied residential community. No rentals of manufactured homes or any portion thereof, the lot area or accessory structures are permitted. Manufactured homes within Lakeside Villa are to be used only for the purpose of a single-family dwelling. There is a limitation of four persons per home on a permanent basis due to county regulations regarding septic systems. Special circumstances may be approved by management for additional persons, at a monthly charge of \$50 per extra person.
3. No business enterprise is permitted to operate from manufactured homes or lots in Lakeside Villa that in any way interferes with the peace and quiet and/or the rights of any other Resident in the community, or places an additional vehicle load on the community, or increases the septic system load of that particular lot beyond what it would be without such business, or violates any community rule or county or state ordinance. An example would be day care operations within Residents' homes which would increase the traffic and septic system load--this is not allowed.

If a Resident wishes to operate a business which may be acceptable, request for written approval needs to be given to the community Manager.

MANUFACTURED HOME AND LOT MODIFICATION/ALTERATION

Lakeside Villa reserves the right to approve/disapprove of any alteration, fence,

installations, addition or construction on lots to ensure the esthetics and safety necessary to maintain the community standards. You must have an approved Addendum "F" (Special Addendum) prior to beginning any alteration to your manufactured home, carport/storage building or lot. Modifications to community-owned structures is strictly prohibited without prior written approval of the Manager. Approval of the Manager must be obtained in writing regarding paint colors (muted pastel colors) when the Resident wishes to do any exterior painting. All projects shall be completed promptly and in a neat and professional manner.

Protect yourself; get the Manager's written OK to install posts in the ground. There may be underground utilities where you plan to put your post. You are fully responsible for the complete cost of repairing any damage caused from your installation of posts, etc. without the Manager's prior approval.

MANUFACTURED HOME SKIRTING AND DECKS/PORCHES

5. Your manufactured home, deck and/or porch must be skirted in a way that presents a matching look to your home and meets with approval of the community Manager. Porches must be finished, with protective railing to meet code requirements, and skirting completed within 45 days of move-in.

LOT MAINTENANCE

6. Each Resident is responsible for their own landscaping. Landscaping must provide a neat, trimmed and orderly look to the lot. Each Resident is responsible for cutting their lawn, trimming the shrubs and other plantings, watering, fertilizing, and maintenance of their lot in a neat and trimmed condition.
7. For newly placed homes, approved landscaping must be installed by the Resident within four months of home placement. Each home must have a 24-inch landscape perimeter around the front and sides of the home. The Resident must purchase and plant a minimum of ten green evergreen shrubbery plants. The 24-inch landscape perimeter must be kept free of grass and weeds.
8. Plants and trees are not permitted to rub against the community-owned carport/storage building, nor is firewood or other material permitted to lean against the community-owned carport/storage building, accessory structures, manufactured home, or fences.
9. If the Resident does not maintain their landscaping and lot area, the community management will provide such service for a fee after notice of management's intent to perform the work is given to the Resident. Talk to the Manager for details.

HOME MAINTENANCE

10. The manufactured home exterior must be clean at all times. Gutters are encouraged to avoid permanent stains. If staining does occur, it is the Resident's responsibility to paint the exterior in a color which is muted and approved by the Manager.
1. Resident-owned structures are to be kept in good repair and maintained in esthetic condition at all times. Painted areas shall not be allowed to peel or

become weather-beaten. Any damaged portions of the home or structures Resident agrees to promptly repair. The home and Resident-owned accessory structures and fences shall present an attractive and eye-pleasing appearance at all times and shall not be permitted to become unsightly.

DAMAGE CAUSED TO LAKESIDE VILLA PROPERTY

12. The Resident hereby agrees to pay for all costs incurred by Lakeside Villa, including legal fees if any, for the complete repair of any and all damage the Resident and/or the Resident's family member, guest, invitee or visitor causes to Lakeside Villa property and/or Lakeside Villa equipment and/or the community's reputation and/or the community's marketability.

STORAGE, GARBAGE AND TRASH

13. No outside storage will be permitted around the exterior or underneath the manufactured home, porch or on the lot area, roof of the home, its additions or carport/storage building. No rubbish or material will be permitted to accumulate on the lot. No unsightly storage is permitted.
14. No rubbish/trash or material of any kind is to be dumped anywhere on Lakeside Villa property. It is the Resident's responsibility to take excess trash and/or materials to the landfill.
15. All garbage and trash must be deposited in an approved garbage container with a tightly closed lid. Each Resident must furnish their own garbage container. Such container is to be stored in a manner which is not unsightly to passers-by.
16. Recyclable material must be kept neat and orderly in approved bins and not ~~allowed to accumulate~~ on the lot or on Lakeside Villa property.

WATER

17. ~~Faucets must be covered properly and wrapped to prevent freezing during the winter months.~~ Water must not be left running to prevent freezing. If Lakeside Villa's water pipes freeze because of the Resident's neglect, they will be repaired at the Resident's expense.
18. Any water leak on a Resident's lot must be corrected immediately and/or reported to the Manager. If you notice a leak in the common areas of the community, please notify the Manager immediately.

SEPTIC SYSTEMS

9. Septic systems must be properly used and cared for; they are not the same as city sewers. It is the responsibility of the Resident to correct stoppages that occur in the above-ground portion of the septic system and the connections to it from their manufactured home. In addition, if the septic system is damaged as a result of the Resident not following the rules for its use, any costs incurred in its repair will be the Resident's responsibility.
0. The following items must not be put into the septic system: oil or grease, solid food, coffee grounds, disposable diapers, feminine napkins or tampons, paper towels, Kleenex, rags or cloth of any kind, cat litter, cigarettes, paint or

paint products and thinners, and solvents. Also, the use of a garbage disposal is prohibited.

PLAY AREAS

21. Play areas are in the Resident's lot area or in common areas only, not on Lakeside Villa's roads or in neighbors' yards. Miscellaneous recreational items are to be stored at the back of the Resident's lot out of sight of the roadway.
22. When playing in the common areas, have respect for the safety, property and quiet of those living adjacent to the common areas. Residents are responsible for the conduct of their family members, guests and invitees.

TRESPASSING/SOLICITING

23. Please have respect for your neighbor's property and do not trespass on their lot. Residents are responsible for the behavior of their family members, guests and invitees, and their pets' behavior in the community, including trespassing on your neighbor's lot.
24. Peddling and soliciting are prohibited.

PETS

25. If a Resident anticipates obtaining a pet, please ask the Manager for the pet agreement, Addendum "E". Each pet residing at Lakeside Villa must be authorized prior to being in the park. Any pet authorized must be spayed/neutered and have current shots and license.
- ~~26. No pets which will grow larger than 16" high at the shoulder will be permitted in Lakeside Villa. All pets must be kept indoors unless on a leash. Pets are not to be leashed out-of-doors or left unattended while the owner is away from the home.~~
27. No outside doghouses or runs will be permitted in Lakeside Villa. Pets which are allowed to run loose or cause a nuisance will be required to vacate the community.
28. A fee of \$50 will be charged to a Resident when management finds a pet which belongs to the Resident and is not authorized on the pet addendum. In addition, if the unauthorized pet is not accepted into Lakeside Villa, the Resident agrees to remove the pet from the community within five days of notice to do so. If the same unapproved pet remains in the community after the deadline stated in the pet removal notice, an additional fee of \$50 will be charged for each five-day period the pet remains in the community.

VEHICLES

29. Addendum "G", Vehicle Agreement, shall be attached to each rental agreement. Lakeside Villa allows two vehicles per lot, and such vehicles are to park only on approved vehicle parking areas and/or driveways. If a resident wishes to have a third vehicle and can provide an approved parking area, such extra vehicle may be approved by the Manager and an extra monthly vehicle fee charged.

30. Vehicles which are parked on a landscaped area/grass and/or common areas, as well as those parking in the Lakeside Villa roadway full-time and/or overnight, are considered unauthorized and are subject to towing. Lakeside Villa's streets are not to be used for pleasure riding or training. No motorbike or mini-bike riding is permitted, except to and from the Resident's driveway.
31. The maximum speed limit in Lakeside Villa is 10 MPH! Please drive carefully and very slowly; you never know when a person may dart out into the road! Please report speeders to the Manager.
32. No repairing or reconditioning of vehicles is permitted in Lakeside Villa. Inoperable vehicles are to be taken elsewhere for storage. No inoperable or partially disassembled vehicles are permitted on the lot or on the roads or on Lakeside Villa property. Management reserves the right to have such unauthorized vehicles towed and impounded at the Resident's expense.
33. Recreational vehicles, campers, motorhomes, trailers and boats are not allowed by fire code to be on a manufactured home lot or on the Lakeside Villa roadway. No trucks larger than a standard pickup truck will be allowed to park on a Lakeside Villa manufactured home lot. The community has a separate storage area for recreational vehicles; ask the Manager for details.

INSURANCE

34. The Resident is responsible for insuring their manufactured home, its contents, their vehicles and their contents and all other personal property from fire, theft, and all other hazards and liabilities. The resident shall hold management harmless from any liability for loss of, or damage to, the real or personal property of Residents or others, or injury to, or death of, any persons ~~(including, but not limited to, employees or management and guests, or invitees of the Resident)~~ suffered on the premises.

MULTI-PURPOSE ROOM

35. Lakeside Villa has no recreation, clubhouse or laundry facilities. There is a multi-purpose room. The room is under control of the Manager. To use the room for a special function, talk to the Manager and make reservations for the room in advance. The person who signs for the keys to the multi-purpose room is the person responsible for the room's clean-up and the repairing of any damage caused to it during its use.

NOISE AND CONSIDERATION OF NEIGHBORS

36. From 10 p.m. to 9 a.m. is a quiet time; keep your TV, stereo, radio and/or other noise at a low enough level that does not disturb your neighbors. At no time shall the Resident, family members, guests or invitees cause a nuisance which will affect the quiet enjoyment of any other Resident.

FIREARMS, WEAPONS, ALCOHOL, DRUGS AND ILLEGAL ACTIVITY

37. We ask for Residents' full cooperation in keeping Lakeside Villa a drug-free and crime-free community. Please report any illegal activity immediately to 911.
38. The use or display of any firearms or weapons within Lakeside Villa is

prohibited. Alcohol and/or prescription medications must not be used in a manner which will cause Residents, family members, guests or invitees to disturb the peace and quiet or enjoyment of any Resident or endanger the health, safety or well-being of any Resident. The Resident, including any family member, guest or invitee, must not encourage, support or engage in any illegal activity, drug-related activity or gang-related activity.

SELLING/REMOVING YOUR MANUFACTURED HOME

- 39. If a Resident plans to sell their manufactured home and the purchaser plans to live in Lakeside Villa, the Resident selling is responsible for notifying the purchaser that they must go through a screening process with Lakeside Villa prior to purchase. This must be done at least 15 days prior to the closing of the sale. It is also the Resident's responsibility to ensure that their home and lot are in compliance with the rules and regulations at the time of sale; management has the right to require that the home, accessory structures, and lot be in full compliance with these Lakeside Villa Rules and Regulations and Rental Agreement prior to allowing a sale to occur.
- 40. A Resident must give one month's written notice prior to removing their home from Lakeside Villa, such notice to coincide with the last day of the rental term. After removal of the home and Resident-owned accessory structures, fences, posts and lights, all debris must be removed from the lot area immediately.

These rules and regulations can be amended from time to time to serve the best interests of the Residents and community management. Continued residence in the community and payment of rent confirms the Resident's agreement to abide by the park rules and regulations, whether signed by the Resident or not.

~~I (We) have read and understand the above Lakeside Villa community rules and regulations and agree to abide by them.~~

Signed *Serenal Thacker* Date 04/01/07
Signed *Cassandra Thacker* Date 04-01-07
Signed _____ Date _____