

OK MOBILE HOME PARK RULES A 55+ COMMUNITY

The Owner and Park Manager strive to maintain OK Mobile Home Park as a safe, secure and comfortable place to live. It is necessary that you, as a Resident, and your guests abide by these Rules to maintain these community standards. Violation of any of these Rules, by you or your guest, may be sufficient grounds for the imposition of administrative charges, fines and/or eviction from the Park.

Effective Date: December 15, 2018

These Rules replace and supersede all previous Rules. Manager may amend or modify any of the Rules upon 90 days prior written notice. Rules will be posted on the Park's website, <https://okmhp.com>.

Community Manager

Starr Jerome

Wilder Property Manager

P.O Box 171

Wilder ID 83676

208-318-4052

wilderpropertymanagement@gmail.com

The Manager is responsible for overseeing Park operations and enforcing these Rules. Any complaint or suggestions you have concerning Park operations should be brought to the Manager's attention. The Manager is available **between 9:00 AM and 6:00 PM unless it is an emergency**. Loud, vulgar or abusive confrontations with the Manager are not tolerated and will be considered a violation of these Rules. If your complaint is with the Manager, you may contact the Owner at Nampa OK MHP, LLC, L. Susan Faw, 9819 W. Sultana Dr., Garden City, ID 83714.

Remember that the Manager's role is not to resolve disputes purely between neighbors. It is recommended that Residents resolve their differences as amicably as possible. However, if disputes escalate and law enforcement's assistance is needed, call the local police department and inform the Manager the next business day.

Rent Payments

- 1.) Pay your Rent at any branch of the Idaho Central Credit Union ("ICCU") (208.846.7000).

**DEPOSIT TO ICCU ACCOUNT #1033405 AND WRITE YOU SPACE NUMBER ON YOUR CHECK.
INSTRUCT THE ICCU TELLER TO INCLUDE YOUR LOT # ON THE "MEMO LINE" WHEN YOU
MAKE YOUR DEPOSIT.**

Nearby ICCU locations are:

- 215 3rd Ave S., Nampa
- 3101 East Greenhurst Rd., Nampa
- 4821 Cleveland Boulevard, Caldwell

If, for a particular month, it is not possible for you to deposit at ICCU, contact the Manager to make other arrangements but please do so well in advance of the due date.

- 2.) Monthly Rent, and any Additional Rent, such as fees and charges, (together “Rent”), should be paid in full on or before the 1st day of the month. Payment may be made by check, money order, or cash. *Please obtain a receipt for payments not made by check to ensure that your account is properly credited.*
- 3.) A late fee of \$30 will be imposed if Rent is not paid in full on or before the 5th day of the month. Additional late fees of \$10 per day will continue to accrue for every day after the 5th until Rent is paid in full. As an example: if Rent is not paid in full until the 10th, \$70 in late fees will be owed: \$30 + (\$10 x 4 days) = \$70.00. If Rent is still not paid in full on or after the 10th day, a 3-day notice to Pay or Quit may be posted and on or after the 17th day, eviction proceedings may be filed. You will have to pay any legal fees and court costs we incur, in addition to unpaid Rent, to satisfy your obligation.
- 4.) Any fines, costs or expenses imposed under these Rules will be payable as Additional Rent.
- 5.) An administrative fee of \$25.00 will be imposed for any checks returned for insufficient funds. In addition, late charges will apply as set forth above.

Security Deposits

- 1.) A security deposit equal to Monthly Rent will be required for all Residents who were not Residents of the Park on and before February 1, 2015. In addition, any Resident who has not previously paid a security deposit but is late in payment of any obligation more than twice in any 6 month period or is the subject of an eviction proceeding shall pay a security deposit equal to Resident’s then Monthly Rent, within 10 days of our request.
- 2.) We may, but are not obligated to, apply all or a portion of your deposit toward your obligations under the Lease. However, your security deposit secures future performance of your obligations under the Lease and under no circumstances does the deposit satisfy your obligation to pay all Rent when due. If all or any portion is applied to your obligations, you will be required to “replenish” your deposit within 10 days of our request, so that the deposit is no less than Monthly Rent.
- 3.) Within 30 days of termination of the Lease, we will refund to you any security deposit you’ve paid, minus any amount we deduct to cover any charges you still owe, such as unpaid rent, site cleanup, pet damages, and administrative charges or fees.
- 4.) If these charges exceed the amount of your deposit, an itemized bill will be sent to you. Your payment is due upon receipt.

Owner Occupancy and Use Restrictions

- 1.) Your mobile home must be used as the residence for those who have executed a Lease for the Lot on which the home is situated. No one may reside in a home unless he or she is a Resident who has signed a Lease with Nampa OK MHP, LLC, absent a written waiver of this requirement signed by the Manager. No more than two adults, each of whom must certify that he or she is 55 years of age or older, may reside in the home, absent a written waiver of this requirement signed by the Manager. It is Owner’s intention to manage the Park so as to maintain compliance with Housing for Older Persons Act of 1995 at all times and Owner, through its

Manager, will do so in its sole discretion. The home may not be used for any purpose other than as such a residence, absent Manager's prior written consent.

- 2.) You may not rent or sublet your home to others. You may not transfer or assign your Lease obligations to a third party or transfer your rights to your mobile home to a third party, absent Manager's prior written consent.
- 3.) Occupancy by non-residents will result in a trespass complaint being filed with the local police department and you will be in breach of your Lease.
- 4.) You may host overnight visitors at your home for brief periods, not to exceed 10 consecutive days or 20 days total in any 60 day period, absent Manager's prior written consent.

Mail Delivery

- 1.) A post office box is assigned to you and bears your Lot number.
- 2.) Children under 12 years of age may not pick up mail at the post office.
- 3.) Children may not play in the post office area.

DIGGING: WE HAVE UNDERGROUND UTILITIES. IF YOU PLAN TO DIG MORE THAN 12 INCHES DEEP, YOU MUST CONTACT DIG LINE IN ADVANCE: DIG LINE IDAHO 208.342.1583. You will be liable for any costs and damages incurred if your digging damages underground lines.

Utility Hook-Ups and Maintenance

- 1.) It is your responsibility to set up all utility accounts, at your expense, and to handle all hookups, including electricity, water and sewer.
- 2.) Each Lot has a city sewer connection and is provided with a 3" sewer top. **YOUR HOME'S CONNECTION TO SEWER LINES MUST BE MADE WITH A PLASTIC CONNECTOR TOP TO ENSURE A WATERTIGHT SEAL.**
- 3.) You are responsible for proper use of water lines and waste pipes. All lines and pipes above ground level are your responsibility and below ground level are ours. However, if your misuse causes damage to below ground level lines, you will be responsible for repairing or for our cost of repairing such damage, plus a \$25 administrative fee.
- 4.) You must contact your own plumber for sewer backups in your home, as most of these problems are caused by occupant misuse, e.g., disposal of grease, tampons, or sanitary napkins. We will investigate any persistent problem only if you present a verifiable paid receipt from your plumber stating that your lines have been cleared from your home to the main line. It is recommended that you purchase homeowners' insurance and have your agent add a sewer backup "rider".
- 5.) Keep your water and sewer lines on your Lot free and clear of all plantings and debris to allow us to access these lines, if and when necessary. The cost of removing any such plantings and debris due to your failure to do so will be charged to you.
- 6.) Please do not tamper with electrical lines or poles.
- 7.) Any plumbing or electrical work done in your home or on your Lot must be performed by a licensed contractor.

Maintenance, Sheds, Skirting and Fencing

- 1.) Keep your mobile home in good repair and keep your Lot clean and orderly at all times.
- 2.) Your home must be washed and painted periodically to maintain its appearance.
- 3.) No signage may be posted on your home or Lot, absent Manager's prior written approval.
- 4.) Skirting must be installed around the entire perimeter of your home within 30 days after it is placed on the Lot and must be well maintained. Do not store anything under your home unless it has been properly skirted and we have approved the storage.
- 5.) **UNDER NO CIRCUMSTANCES MAY FUEL, OIL, COMBUSTIBLE MATERIALS OR HAZARDOUS MATERIALS OR WASTE BE STORED ON YOUR LOT, UNDER OR NEAR YOUR HOME OR ANYWHERE IN THE PARK.**
- 6.) To maintain an orderly appearance around your home, storage sheds are recommended for the storage of large items such as appliances and tools. You may have no more than one storage shed on your Lot not exceeding 10' x 10' in size, provided however, size and placement must comply with applicable City of Nampa code requirements.
- 7.) If we observe that "junk" of any kind has been permitted to sit or accumulate on your Lot, the Manager will contact you and if not cleaned up within 48 hours, the Manager will notify you that a \$15 per day fine will be imposed until the "junk" is removed. If we undertake to remove the "junk", in addition to any accrued daily fines, the cost of clean-up plus a \$25.00 administrative fee will be charged to you. You will receive an itemized bill detailing such charges which will constitute Additional Rent.
- 8.) Existing fences must be well maintained or be subject to removal.
- 9.) No new fencing may be installed absent Manager's prior written approval. Manager will review both placement and quality of proposed fencing.

Lawns

- 1.) Lawns should be mowed, weeded and watered as needed and during non-winter months, at least once every 10 days.
- 2.) Maintain and trim all shrubbery so as not to obstruct the view of others.
- 3.) You may not remove your lawn, absent Manager's prior written approval.
- 4.) If, in our discretion, your Lot needs mowing, watering, snow removal, or other care, the Manager will contact you and if the issue is not remedied within 48 hours, the Manager will notify you that due to your continuing noncompliance, we will order the work done and that all costs plus a \$25.00 administrative fee, will be charged to you. You will receive an itemized bill detailing such charges which will constitute Additional Rent.
- 5.) Lawns must be watered using only water from the Park's irrigation system. You must comply with the schedule as set from time to time by the Manager for such watering.

Water

- 1.) Do not interfere with any water carriage system either for drainage, sewer, domestic or irrigation water or with any easement for such systems.
- 2.) Upon the onset of freezing temperature and in all events by no later than October 15 of the year, you must turn off the water supply leading to swamp coolers and outside spigots to avoid freezing and bursting of pipes. **Be sure to winterize your home by October 15th.**
- 3.) You must maintain all drains, toilets, and faucets, **and immediately repair any leaks.** You will be assessed \$5 per day for excess water usage due to unrepaired leaks.
- 4.) A service charge will be made for each visit to thaw out pipes or repair damage to water connections if such visit was necessitated by your neglect.
- 5.) Please do not use excessive water to water your lawn. If we notice water running on your yard in excess or flowing onto the road way, we will enter the Lot, shut off the water and impose a \$25.00 fine.
- 6.) No car washing in the Park.
- 7.) As noted above under Lawns, lawns must be watered using only water from the Park's irrigation system. You must comply with the schedule as set from time to time by the Manager.

Garbage

- 1.) Ordinary garbage and trash must be placed in the dumpster provided for all Residents' use. Before disposing of in the dumpster, garbage must be put in tied plastic bags and cannot be loose.
- 2.) Hazardous materials should not be placed in the dumpster but must be disposed of by you, at your expense, in compliance with environmental requirements. We are not responsible for the disposal of your hazardous materials.
- 3.) If the dumpster is full or has not been emptied according to its regular schedule, contact the Manager.
- 4.) Large items such as appliances, mattresses, furniture, lawn debris and construction waste, must not be left on your Lot or by the dumpster, or placed in the dumpster. These items must be hauled to the dump by you at your expense. If large items are left undisposed of for more than 20 days, the Manager will have them hauled away and you will be billed for the total cost of removal plus a \$25 administrative charge.
- 5.) If you store recyclables such as paper, cans, and glass, please keep out of view to maintain a clean and orderly appearance.

Pet Control

Pet ownership is a serious responsibility.

- 1.) You may not have more than 3 small (weighing 40 lbs. or less) pets, absent Manager's prior written consent.
- 2.) Dogs and cats may not run free in the Park. Cats must be spayed or neutered. Dogs must be kept on a leash. Tying dogs outside is discouraged. If you do this, please provide adequate shelter, food and water. If your dog barks excessively or causes a disturbance, this will be a

violation of these Rules. No Pit Bulls, Rottweilers, Chows, Dobermans, or German Shepherds are allowed in the Park, absent Manager's prior written consent.

- 3.) All pets must wear a collar identifying its owner. We may trap pets wandering through the Park. If a pet is trapped but is wearing an identification collar, it will be released in the Park and/or returned to its owner; if there is no identification, the pet will be turned over to the animal shelter.
- 4.) If we receive a complaint concerning pet control which appears warranted, a warning will be issued. For a second warranted complaint and for each additional such complaint, a \$25 fine will be imposed. After the third warranted complaint, we may require that you remove the pet from the Park.

Motor Vehicles

- 1.) Each Resident must park his or her motor vehicle in the parking area which is part of that Resident's Lot or directly in front of his or her Lot. Residents occupying a single Lot should have no more than two motor vehicles, absent Manager's prior written consent.
- 2.) To avoid congestion, please do not park vehicles that are not used regularly on the blacktop.
- 3.) Campers, trailers, or other over-sized vehicles should be parked on the Resident's Lot if possible. If the over-sized vehicle does not fit on the Resident's own Lot, it may be kept temporarily in the open area at the corner between Lots 13 and 14. Violators will be subject to a \$10 per day fine.
- 4.) Overnight visitors may park their vehicles in the mailbox parking area or in the open area at the corner between Lots 13 and 14.
- 5.) Vehicular traffic must **not exceed 5 MPH**.
- 6.) Give pedestrians and bicyclists the right of way at all times.
- 7.) Motor vehicles left in a state of disrepair for more than 10 days or vehicles parked in violation of these Rules will be towed away at your expense, plus a \$25 administrative fee.

Disturbances of the Peace; Unlawful or Offensive Conduct

- 1.) Loud or disturbing noise or music, (regardless of source), loud mufflers or vehicles, obnoxious odors, or other disturbances or conduct that interferes with other residents' right to the quiet and peaceful enjoyment of the Park is a serious violation of these Rules.
- 2.) Between 10 pm and 8 am of the following day are "quiet" hours. Televisions, stereos, radios, etc., should not be played at such a loud volume as to be heard by or disturb neighbors.
- 3.) No outdoor parties may continue past 10 pm. Unduly loud or noisy parties or gatherings are prohibited at all times.
- 4.) The possession, selling and/or use of illegal drugs within the Park are prohibited.
- 5.) Public drunkenness, "driving under the influence", and any other disorderly conduct are prohibited.
- 6.) Conduct of an unlawful or immoral nature or in violation of any applicable law or code is prohibited.
- 7.) If another resident or guest disturbs your peaceful enjoyment of the Park, you may call the local police department and the Manager. If we receive a complaint which appears warranted,

a warning will be issued to the Resident. For the second warranted complaint and for each such additional complaint, a fine of \$50 will be imposed. Upon a third warranted complaint, we may file for your eviction. Notwithstanding the foregoing, a single violation of these rules may be of such a substantial nature as to warrant our institution of eviction proceedings as promptly as possible.

Guests

You are fully responsible for the behavior of your guests and for your guests' compliance with these Rules. Any noncompliance by your guests may result in action being taken against you, including, but not limited to, fines, administrative charges and eviction.

Nonwaiver

Failure by the Manager or Owner to enforce any rule(s) herein shall in no event be deemed a waiver of the right to enforce such rule(s) thereafter

By signing below, I acknowledge that I have received a copy of and reviewed these Rules, effective _____, 2018.

Resident's Signature
Print Name Legibly

Resident's Signature
Print Name Legibly

LOT #

Each Resident should sign this signature page. Print your name legibly and your Lot number. Please return the completed signature page to the Manager at:

**Wilder Property Manager
P.O. Box 171
Wilder, ID 83676**