



STANDARDS FOR LIVING

WASATCH VIEW ESTATES

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TABLE OF CONTENTS

DEFINITIONS.....	3
HOME MUST COMPLY WITH FEDERAL AND STATE LAW	3
USE OF MANUFACTURED HOME	3
HOME SITE RENTAL.....	4
RENT PAYMENT AND OTHER COMMUNITY FEES	4
STANDARDS FOR INCOMING HOMES	5
STANDARDS FOR REPAIR AND MAINTENANCE	6
HOME SITE MAINTENANCE AND USE	7
REMOVAL OF HOME FROM COMMUNITY.....	8
VEHICLES AND PARKING	9
CONDUCT BY RESIDENTS IN THE COMMUNITY.....	10
PETS	11
MOVE-IN AND RESALE RESTRICTIONS	12
BREACH OF STANDARDS FOR LIVING	14
MEDIATION AND ARBITRATION	14
OPPORTUNITY TO REMEDY	14
NON LIABILITY OF MANAGEMENT.....	15
CRIME AND DRUG FREE HOUSING.....	15
TERMINATION	15
MISCELLANEOUS STANDARDS FOR LIVING.....	16
AMENDMENT OF STANDARDS FOR LIVING	17
MANAGEMENT LIMITATIONS.....	17

STANDARDS FOR LIVING

Welcome to Wasatch View Estates. The following Standards For Living are intended for the comfort and welfare of residents, guests and visitors and to maintain the appearance and high standards of our Community. These Standards For Living may be amended from time to time to sustain this purpose.

1. DEFINITIONS

- A. Community - Community shall mean Wasatch View Estates and/or all real property owned and/or operated by the Landlord as the Community.
- B. Landlord - Landlord shall mean the owners of Community or their agents or representatives authorized to act on behalf of Community, which includes the Management Company and the Community Managers.
- C. Resident - Resident shall mean an individual who lawfully occupies a manufactured home in the Community and who lawfully occupies the Premises under a fully executed Rental Agreement, and/or any family members and occupants of the household who have been approved by Community Management to reside on the premises.
- D. Premises - Premises shall mean the manufactured home Community home site identified in Resident's Rental Agreement with the Landlord.
- E. Rented Home Site - Rented home site shall mean the real property rented and/or occupied by a Resident in the Community.

2. MANUFACTURED HOME MUST COMPLY WITH FEDERAL AND STATE LAW

It shall be deemed a violation of the Standards for Living of this Community for Resident to be in violation of any of the requirements of federal, state or local law with regard to Resident's manufactured home, including, but not limited to matters relating to registration, local codes, taxes and government fees. It shall be further deemed a violation of the Standards for Living of this Community for Resident to be in violation of any of the provisions of Resident's Rental Agreement.

3. USE OF MANUFACTURED HOME

- A. There is a maximum number of occupants permitted in each manufactured home, but this will vary depending upon the size of the home. In determining the maximum number of occupants, federal, state and local rules, ordinances and laws shall be followed. The Community has adopted an occupancy standard based upon the Uniform Housing Code which standard was supplied to it by the Fair Housing Department for the State of Utah. The occupancy standard which is applicable and is based upon the Uniform Housing Code is as follows: Manufactured homes in the Community shall have at least one room which shall have not less than 120 square feet of floor area. Other rooms, which are used for sleeping, except kitchens, shall have an area of not less than 70 square feet. Where more than two people occupy a room used for sleeping purposes, the required floor areas shall be increased at the rate of 50 square feet for each occupant in excess of two. The limitation on the maximum number of occupants as set forth above shall include guests who stay in Resident's home. Without regard to the above occupancy standard, no guest may stay with Resident longer than 14 days in a given month. Any guest who stays longer than 14 days in one month or more than 30 days in one calendar year must apply to the Community for residency or Resident will be in violation of these standards.

- B. Resident's manufactured home shall be used solely and exclusively as a residence for Resident. Any other use, including, but not limited to use of said manufactured home for business or commercial purposes constitutes a violation of these Standards For Living. However, Resident's manufactured home may be used for certain in-home businesses such as Avon, Amway, etc. but customers shall not come into the Community to pick up products or to conduct business. Resident may only conduct such business if prior written approval is received from Landlord in its sole discretion, and only if Resident has obtained all appropriate state and local licenses for the operation of such a business. Placing any sign, poster or other placard anywhere on the premises or the manufactured home advertising any business of Resident, whether or not the conduct of such in-home business has been approved by Landlord as provided above, is strictly prohibited.
- C. Resident, as defined in the Rental Agreement, must be either the registered owner of the manufactured home or an occupant under a lease. **Resident cannot assign nor transfer the lease. Resident cannot sublease the premises and/or the manufactured home located thereon unless Resident receives written authorization from the Community. Generally permission will not be granted.** For purpose of this section, the term "sub-lease" shall include a lease with option to purchase or any other arrangement whereby Resident transfers any leasehold or other interest whatsoever in the premises or the manufactured home.
- D. No use shall be made of the premises, which would violate any federal, state, or local law, rule, ordinance or regulation or violate, suspend or void any policy or policies of insurance of Landlord.

4. HOME SITE RENTAL

- A. A Rental Agreement signed by Resident and Management is required by the Community and by the Utah Mobile Home Park Residency Act. These standards, all community signs and the Utah Mobile Home Park Residency Act form part of the Rental Agreement and are binding on Community and Residents.
- B. Prospective Residents must complete an application to rent a manufactured home homesite and must be approved by management to reside in the Community. Each resident must sign a Rental Agreement prior to occupying a rented homesite in the Community, and/or prior to moving themselves and/or their personal property onto the rented homesite. If a prospective resident fails to obtain approval from management and sign a Rental Agreement with the Community, the Landlord may unconditionally refuse residency to said person or persons.
- C. No combustible, explosive, poisonous or corrosive substances (except those normally used in a household) shall be kept or stored in Resident's home and/or rented homesite. No fireworks shall be brought into and/or ignited in the Community.

5. RENT PAYMENT AND OTHER COMMUNITY FEES

- A. Rent is due and payable in advance on the FIRST day of the month. Therefore, there is an \$18.00 late charge on the 6th, plus a \$3.00 per day late charge for rent received more than five (5) days past due, or after the fifth (5th) day of the month. The same late charge plus \$35.00 is due for any check returned unpaid by the bank for any reason.
- B. Rents are payable by personal and/or certified check or money order only. **NO CASH IS ACCEPTED.** Upon receipt of a single returned check, Management may refuse subsequent personal checks and rent payment must thereafter be made by money order or certified check. Rent is accepted during business hours posted at the office or may be dropped through the night deposit slot at the office to be credited on the next business day.
- C. A service charge of \$15.00 may be assessed to a Resident for the cost of serving certified notices required to issue legal notices for community non-compliance or for a 5-day notice to pay or quit. An administrative charge of \$25.00 may be assessed to a Resident should the Community need to

secure an outside contractor to address a home site non-compliance as stated in Section 8 paragraph C.

D. Rents and other charges must be paid in full before removing a home from the Community.

6. STANDARDS FOR INCOMING HOMES

- A. An incoming home must be at least 14 feet wide and 40 feet long, in good condition, have prior Management approval, be located on site in a uniform manner as directed by Management, and have towing-hitch promptly removed. Home site numbers will be uniformly attached to homes as approved by Landlord. All homes must be HUD approved. In addition each home must have:
1. Pitched roof with composition shingles.
 2. Factory installed wood or vinyl lapped siding.
 3. Vinyl or hard board skirting around the entire home and decks, with horizontal cover molding; plywood is not allowed.
- B. Decks: Resident must install a raised deck or porch at least 6 feet by 10 feet, with steps and railing, covered with outdoor carpet. In addition, Resident must also install rear or side deck at least 4 feet by 4 feet with steps and railing. Minimum size of each deck can be adjusted by Management if homesite size does not allow minimum size stated. Decks must be raised to the threshold of the doorway to the home. In lieu of a traditional deck the Resident may install a full redwood or Trex deck. If a Redwood or Trex deck is installed, carpet will not be required. Redwood flooring must be 2 inches by 6 inches and the deck must be raised to the threshold of the doorway.
- C. Railings: Railings may be (a) manufactured aluminum type, or (b) manufactured wrought iron, or (c) custom-made of wood, in which case support posts must be at least 4 feet by 4 feet wood and extend to ground level at maximum intervals of 48 inches. Horizontal rails must be at least 2 inches by 4 inches wood at maximum intervals of 12 inches. Alternatively, vertical rails of at least 2 inches by 2 inches wood may be installed at maximum intervals of 3 5/8 inches.
- D. Awning: Resident must install a manufactured 30-pound live load aluminum awning over deck/porch of at least 8 feet by 16 feet with aluminum trim on three (3) sides and matching metal posts to the ground, built to ICBO standards. A similar carport awning at least 10 feet by 40 feet must be installed on all home sites with driveways. Management may adjust minimum size required if home site size does not allow for minimum size stated.
- E. Skirting: Resident must install Management approved skirting all around home and all decks, porches and additions. Full Vinyl (Lock type only) skirting kit, hard board skirting or siding to match home may also be utilized. None other is approved.
- F. The following are entirely prohibited:
1. Window-mounted air conditioners or evaporative coolers.
 2. Vertical screening or partial or full enclosing of porches, carports or any other area.
- G. Sheds: One storage shed, custom-built or aluminum manufactured, painted to match the home, no larger than 120 square feet and 8 feet high, may be installed subject to Management's prior written approval of shed and location.
- H. Fencing, which is optional, must be 48 inches white, semi-private, vinyl with horizontal top rail and posts set in concrete with caps. Fencing may not extend past front of home and must be at least 10 feet from the street. **Management approval in writing is required prior to installation of any fence.**
- I. All above improvement must be completed within 60 days of move-in, unless additional time is granted by Management in writing. (Additional time can be granted for weather).

7. STANDARDS FOR REPAIR AND MAINTENANCE

ALL COMMUNITY Residents must comply with minimum repair and maintenance standards, which include, but are not limited to, the following:

- A. All of the above “Standards for Incoming Homes” must be met at resale of an existing home. A new purchasing Resident will not be approved until compliance with the Standards for Incoming Homes are met. Each resident purchasing an existing home in the Community must have said home in full compliance with the Standards for Incoming Homes at the time of sale. All improvements and/or alterations of any kind must have prior Management/Landlord approval.
- B. Nothing except hubs and axles or masonry may be kept under the home. Only patio furniture and conventional outdoor living equipment is allowed outside the home. Indoor furniture or other items such as but not limited to appliances, brooms, mops, toys, bicycles etc. are prohibited.
- C. Exterior of home including accessory structures and skirting:
 1. GLASS: All glass must be in perfect condition. Broken and/or cracked glass or windows are prohibited and must be replaced.
 2. SCREENS: All screens must be in damage free condition. Torn screens and/or bent frames are prohibited and must be repaired or replaced.
 3. WINDOW TREATMENTS: Window Treatments must be of either Horizontal / Vertical Blind type or cloth curtains. (no bed sheets, blankets or other treatments allowed) Blind or Curtain Treatment must be in good repair. Bent, broken or melted blinds and torn, dirty or unsightly curtains are prohibited and must be repaired or replaced.
 4. DOORS: All exterior doors to the home must be in good condition and must be painted. Damaged doors must be replaced or repaired.
 5. APPEARANCE OF HOME: Dents, cracks, rust and/or broken or missing parts on any portion of the Resident’s home must be repaired and/or replaced. Visible and/or unsightly dents, cracks, rust and/or missing parts on any portion of home are prohibited.
 6. AWNINGS: All awnings and/or carport railings and/or support posts must be in good repair. Bent or dented awning, carport or railing support posts is prohibited and must be repaired and/or replaced.
 7. PAINT: Paint on all exterior portions of a Resident’s home must be in good condition. Color of paint must be approved, in writing, by Landlord/Community. Visible and unsightly rust, corrosion, fading, blistering, or cracking on painted surfaces must be replaced and/or repaired.
 8. UTILITY CONNECTIONS: Resident utility connections which leak, are unsafe, impede yard maintenance, and/or violate health or safety codes or regulations, are prohibited and must be in proper working order.
 9. CARPET ON DECKS: All carpet on decks must be in good repair. Exterior carpet which has holes, is torn, dirty, or loose must be replaced and/or repaired.
 10. DECKS: Decks and steps and hand railings must be kept in good repair. Stairs must be properly connected to decks and have risers between each stair. Decks must be sturdy and in good repair, wood must not be rotted and all exposed wood must be painted or

stained. Handrails must be in good repair and of a Landlord/Community approved material. All steps and decks must have a Landlord/Community approved handrail. Each deck must be enclosed with skirting or hardboard siding and must match the skirting or siding, including color, that is on the home.

11. APPEARANCE OF HOME WITH RESPECT TO SKIRTING, AND SIDING: Each home must be skirted and sided with Landlord approved skirting and siding. Skirting shall have proper bottom and top rail. Skirting and siding must be in good repair and free of dents, holes, rust, fading, blistering, cracking and/or broken or missing parts.
 12. GENERAL APPEARANCE: The general appearance of the exterior of the Resident's home must be kept in neat and attractive fashion. A generally dirty appearance of the exterior of the home is prohibited.
- D. Resident is responsible for wrapping all above ground water lines on home site with approved heat tape (plugged in by October) and covering them with insulation, including the water supply riser to the ground. Damage to the water system caused by failure to comply with this standard will be Resident's responsibility.
 - E. Sewer, electrical and gas connections must meet local codes and Landlord's set up requirements. Landlord will not be responsible for any obligations contracted by Resident for repair or maintenance to Landlord's property. If such action is planned, Resident must first consult Landlord.
 - F. Residents may not alter, connect, disconnect or repair any Landlord or utility company utility service. Residents remain solely responsible for service connections and related problems between service post and Resident's home, including maintenance of the sewer lateral to the main line. If Resident plans to do any digging in the yard, Landlord must be contacted first, so that placement of utility lines or pipes can be pointed out. If any such utility line or pipe is damaged by Resident, his agent or contractor, Resident must repair such damage, if Resident fails to contact Landlord prior to digging, Resident shall be responsible for such repair bills and must pay the full sum on the first day of the month following billing. The utility pedestals (meter and utility hookups) must be accessible at all times.

8. HOME SITE MAINTENANCE AND USE

- A. Resident must landscape homesite, based on a plan previously approved by Landlord within 60 days of move-in or by the following May 1 if Rental Agreement is signed between October 1 and April 1. **NO TREES MAY BE PLANTED** in the rear setback or the front setback without management inspection and approval. The sewer and water lines run through the rear of the lots, and gas, electric and telecom lines run through the front of the lots.
- B. Home site and authorized outdoor items must be maintained in a clean, attractive and well-kept fashion.
 1. The yard and all shrubs, plants and trees must be maintained and trimmed in a well-kept fashion. The lawn must be regularly mowed, weeded and watered.
 2. Grass, flowerbeds and/or yard must be kept free of weeds and be maintained as green as possible in the appropriate growing season.
- C. If Resident fails to properly maintain the premises, the Landlord may, at its sole discretion, enter the Resident's premises and maintain the Resident's yard and/or landscaping. Prior to said entry, the Community shall serve the Resident a Three (3) Day Notice informing the Resident that said work will be performed and estimating the cost of said services. If after the expiration of the above referenced 3-Day Notice the Resident has failed to maintain their yard, the Community, may enter and cause same to be performed. **If the Community performs said maintenance, the cost of**

said maintenance shall be considered additional rent and Resident must pay for the work on the first day of the month after the work was performed, when paying rent. If Resident fails to so pay for maintenance work performed by the Community by the 5th day of the next succeeding month, Resident shall be subject to eviction and late fees.

- D. Rented homesites and the real property of the Community remain under direct control of the Landlord. No commercial enterprises are allowed in the Community without prior written consent from Landlord. No peddling or solicitation is permitted at any time.
- E. Satellite dishes, which are one meter or less in diameter, may be installed on the Resident's manufactured home with written approval. Said satellite dishes may not, under any circumstances, be installed on the ground or any other unapproved location than the Resident's home. No satellite dish larger than one meter will be allowed in the Community. Allowed satellite dishes shall be installed in such a manner as to allow for proper signal and aesthetics in the Community, if at all possible without unreasonably increasing the cost of installation, maintenance or use and/or precluding the reception of an acceptable quality signal. The satellite dish shall be placed on the rear 1/3 of the home. **The location of the dish must be approved in advance by management prior to installation.**
- F. TV antennas are permitted at a height not to exceed five (5) feet above the roofline and mounted on rear 1/3 of the home. CB and large radio/communications antennas (transmitting or receiving) are not allowed.
- G. Refuse containers must be contained within the home site, on concrete, brick or stone. (no cans on any grass, dirt, mud or yard) Refuse containers can not be placed on the street any earlier than 24 hrs. prior to pick-up day and must be removed to homesite, as stated above, no later than 24 hrs. after pick-up. No burning of debris is allowed. The dumping of any refuse on empty homesites or in any area around the recreation or service areas or across any fence or into any ditches is strictly prohibited.
- H. Oil dripping and damage to driveway, sidewalk or street must be repaired and cleaned by Resident immediately; wood chips, bark, rocks or pebbles used as landscaping may not spread into street, sidewalks or driveway.
- I. Laundry may not be hung outside home and clotheslines are prohibited.
- J. Resident shall trim, water, care and control growth of all plants and shrubs and trees. Resident shall trim and control all trees, shrubs and plants on their homesite as directed by Management when said trees, shrubs and plants present a hazard or potential hazard to the Resident's property, Community property and/or other Resident's property. Each Resident shall preserve the appearance of the home site, avoid fire or other health and safety hazards and; promptly remove hazards, weeds, snow and ice, trash or debris from homesite areas including sidewalks, paths, steps, decks, driveways and including street and gutters adjacent to your homesite.
- K. Residents or guests may not trespass through or onto another Resident's homesite. Management has the right, however, to enter a homesite at any time to inspect or perform services.
- L. No fireworks shall be brought into and/or ignited anywhere within the Community.

9. REMOVAL OF HOME FROM COMMUNITY; CONDITION OF SPACE:

- A. Resident may remove the mobile home from the community by providing the Landlord with a Notice of Removal of Home and receiving a Certificate of Removal from community not less than thirty (30) days prior to move out (this time is necessary to enable Landlord to make arrangements to enable the move-out).

- B. Resident must designate a person or entity which will be responsible for the move-out. If this Responsible Party is not licensed as a contractor by the Registrar of Contractors, a move-out deposit or surety bond of \$1,000 (less any security deposit of resident then held by Landlord) must be posted with Landlord.
- C. When the home is removed, all accessory structures such as shed, awnings, carports, fences, flowerbeds, Arizona rooms, and all concrete, must also be removed unless Landlord agrees to the contrary in writing.
- D. The space must be left clean, free of trash, building materials and construction debris.
- E. All holes and depressions must be filled in. The space must be graded and level at approximately the same level as adjoining lots. If fill dirt is necessary, Resident is responsible for supplying clean fill dirt.
- F. Forms for these purposes are available in the community office.

10. VEHICLES AND PARKING

- A. Vehicle and road control. All the roadways within the Community are designated as fire lanes and, therefore, must be clear of any and all obstructions to permit access by the appropriate agencies or to allow for snow removal in winter months. **Therefore, no parking is allowed on the streets except while temporarily loading or unloading.** Community and/or Landlord authorized vehicles may park on the streets while Landlord is performing Community maintenance and/or other services. Resident agrees that any automobile (belonging to Resident, his/her guest and/or any family member) parked in an area other than as set forth above, or which is abandoned, will be towed from the Community at the Resident's expense without prior notice. **Resident is allowed to park vehicles only on the parking spaces provided.** Most homesites will accommodate two (2) cars on the driveway. If a homesite will only accommodate one (1) car, only one (1) car will be allowed for that homesite. All automobiles must be parked entirely on the parking area of the Resident's homesite. **No automobiles may be parked on the street, or on any Resident's grass or yard.** All automobiles parked within the Community must have a current vehicle registration and must be in good operating condition. Guests' automobiles may be parked on the Resident's driveway, only if room is available as is explained above. Otherwise, they must be parked in designated guest parking areas only (if available). Guests may park their automobiles overnight in the guest parking area (if available). All vehicles brought into the Community by a Resident or guest must be properly licensed and meet all state and local regulations.
- B. No major repairs may be made on vehicles in the Community. No waste oil, grease or other fluids may be discharged anywhere in the Community. Painting vehicles is prohibited. Major repairs are anything beyond removing tires or spark plugs. Resident is responsible to clean up all oil that leaks from any vehicles parked on their homesite.
- C. **The speed limit for all streets in the Community is 10 miles per hour.** All Residents and their guests are urged to drive cautiously and to observe all common traffic regulations. Only persons with a valid driver's license may operate motor vehicles within the Community. It is a violation of the Standards for Living to drive any vehicle (car, truck, motorcycle, bicycle, etc.) causing such noise, danger, or disturbance, either because of the hour, manner, or because of the vehicles exhaust system modification and/or attachment, so as to disturb Residents in the Community. Furthermore, it is deemed behavior which substantially endangers the well being of persons or property to exceed the posted speed limits or violate common traffic regulations, and such behavior by Resident or Resident's guests shall constitute grounds for the termination of Resident's Rental Agreement.
- D. No recreational vehicles, trailers, campers, boats, and inoperable, unsightly, or unused autos, may be parked on the streets of the Community, the Resident's homesite and/or, in guest parking .

1. Resident must make arrangements to park RVs outside the Community.
 2. A two hour parking limit for RV for loading and unloading is allowed.
- E. Any unauthorized vehicles parked in the Community, or any vehicle that is in violation of these Standards, may be towed away at the vehicle owner's (or Resident's) risk and expense.
- F. Only licensed and operable vehicles with valid registration shall be allowed within the Community. Vehicles which are in an inoperable or undriveable condition, or whose license or registration has expired, must be removed from the Community. If any such vehicle is not removed, the Community may have it towed and stored at the Resident's or vehicle owner's risk and expense.
- G. Vehicles in excess of one (1) ton carrying capacity, other than those providing service at Management's request, are prohibited anywhere in the Community. Dirt bikes and/or off-road vehicles (including electric and/or gas powered scooters) may not be driven in the Community. Only street legal vehicles or motorcycles may be ridden in or out of the Community.
- H. Vehicle registration and proof of insurance must be on file with Community/Landlord's office.

11. **CONDUCT BY RESIDENTS AND/OR GUESTS OF RESIDENTS IN THE COMMUNITY**

- A. Adult Residents are responsible for the conduct of all minors that reside with them, and any guest that may be visiting with them. Minors and guests must comply with the Standards for Living of the Community and any violation of these Standards for Living by a minor or guest residing with or visiting the adult Resident will be deemed to be a violation by the adult Resident. Minors are to be taught, by the Resident, the Standards for Living of the Community and no one is allowed to play in the streets or trespass on other Resident's premises. Adult Residents are responsible to pay for any damage caused by any minor or guest who is residing with them or visiting them. For the purpose of these Standards for Living, a minor is any person under the age of 18.
- B. Behavior by a Resident (***which includes behavior of a minor living with Resident***) which substantially endangers the security or health of other Residents or threatens property in Community is prohibited and is grounds to terminate Resident's Rental Agreement. In addition, any such conduct by an adult and/or minor guest visiting a Resident will be attributable to Resident the same as if Resident had undertaken the conduct.
- C. Radios, television sets, music, automobiles, or other noises so as to disturb other Residents is prohibited. Lawn Mowers and power tools and other equipment are to be run between 7:00 a.m. and 10:00 p.m. only. No loud parties, vulgar or abusive language, which disturbs other Residents and/or Landlord, shall be allowed.
- D. Soliciting membership in any organization, group or association, or any contribution for any purpose, canvassing, peddling, soliciting and distribution of handbills or any other written materials in the Community are prohibited, and Resident will cooperate to prevent the same. Notwithstanding the foregoing, the Community shall have the right to distribute written materials to the Community Residents. In addition, nothing in the foregoing shall be deemed to prohibit or restrict the distribution of election materials by political candidates or materials related to any issue that is to be submitted to the electors in any election during the period beginning 45 days before and ending four (4) days after any election.
- E. Trespassing by a Resident across another Resident's homesite is prohibited unless permission is granted by the latter Resident. However, the Landlord's authorized agents may enter at reasonable times and hours upon any lot for periodic inspection and legitimate Community business, including, but not limited to, necessary repairs and maintenance.

- F. Guests remaining for more than 14 days in any 30-day period, or for more than 30 days in a 12 month period, must register with and have prior approval of Management.
- G. Children must always be supervised by a responsible Resident of suitable age. Adult Residents must arrange for suitable supervision of their children at all times in the Community.
- H. For their own safety, children should not play on the streets and may not trespass on another Resident's homesite. Residents must acquaint the children with the standards.
- I. Parents will be held responsible for all actions and conduct of their children and any damage caused to Community or another Resident's property will be charged to the parents.
- J. Bicycle riding is permitted; however, all Residents and Guests are required to obey vehicle traffic regulations. No bicycle riding is permitted on vacant homesites or common areas.

12. **PETS**

- A. Pets – Maximum of two (2) per homesite. Must be approved by and registered with Management. Residents are subject to a pet charge of \$_____ for one (1) pet and \$_____ for two (2) pets per month. No breeding of pets is permitted.
- B. Cats must be spayed or neutered.
- C. Pets must be kept inside or in fenced yards or kept on a leash. (including cats.) Under no circumstance is any pet to be allowed to roam free within the community.
- D. Pets are not allowed in any community common area including, but not limited to: Play areas, Playgrounds, Sport Courts, Vacant lots or homesites etc.
- E. Droppings on or off Resident's homesite must be cleaned up immediately by Resident.
- F. Permission to keep a pet may be revoked at any time if pet constitutes a public nuisance, bites, attacks or in any way interferes with others, and/or causes complaint. Once required to leave, a pet may not return to the Community.
- G. **Pit bulls, Rotweillers, Doberman Pinchers, German Shepherds and other aggressive dogs are, at the sole discretion of the Management, prohibited.** Farm animals, including cows, sheep, goats, etc., are prohibited, as are ducks, geese, rabbits, chickens and/or pets of exotic type including snakes, lizards, monkeys, etc. All pets must be registered with the Community and approved by Landlord.
- H. Pets must be licensed and inoculated in accordance with local laws. Current proof of licensing and inoculations must be on file with community office. A pet found in the Community without proper tags and/or registration with Management will be reported to the Humane Society or local Animal Control Officer for pickup. No temporary kenneling or pet sitting is allowed.
- I. If any violation of the pet standards is observed or a valid complaint is made by another Resident, the pet owner will receive an official written warning to correct the problem or dispose of the pet or vacate the homesite. If a second violation is noted, or a second valid complaint is received, the pet owner will receive notice to quit for behavior which substantially endangers the well being of persons or property.
- J. Feeding of feral cats and stray animals is not permitted. Violations of this rule can constitute a health and safety violation.

13. MOVE-IN AND RESALE RESTRICTIONS

- A. On-Site Resale and Move-in Restrictions: The following restrictions will be enforced in Landlord's sole discretion, when a homeowner applies to move a manufactured home into the Community and when any existing Community Resident wishes to sell, convey or otherwise transfer his/her manufactured home to a purchaser who desires to rent a homesite in the Community.
1. All manufactured homes shall be a minimum of 14 feet in width, and 40 feet in length and have a removable hitch. The exterior of all manufactured homes shall be in good repair with paint in good condition and shall be in compliance with all above listed Community standards pertaining to Standards for Incoming Homes. Siding shall be clean and free of dents and other damage. Windows, storm windows and storm doors shall be unbroken and in good repair. Exterior doors, shutters, mansard roofs and other attachments shall be in good condition. The roof shall be of a design, color and material approved by Landlord in its sole discretion. The manufactured home shall comply in every respect with local, state and federal rules, statutes, ordinances, regulations and codes and with the Standards for Living of the Community then in effect. These criteria shall continue to apply to all homes and homesites after a manufactured home is moved into the Community.
 2. Notwithstanding the foregoing, nothing shall prohibit the Landlord from requiring compliance with the Community Standards for Living in effect at the time of sale or transfer of the manufactured home to a new owner, or at time of application by a prospective resident. If Resident's manufactured home does not comply with these new requirements, this will prevent Resident from selling his/her manufactured home on-site, and will require that it be removed from the Community if it is sold. **RESIDENT UNDERSTANDS THAT DEMAND FOR A LIMITED NUMBER OF MANUFACTURED HOMESITES IN THE MARKET PLACE AND THE COSTS OF RELOCATING THE MANUFACTURED HOME COULD SERIOUSLY IMPAIR THE VALUE OF THE MANUFACTURED HOME ON RESALE IF THE MANUFACTURED HOME CANNOT BE SOLD ON-SITE, THAT THIS IS A RISK THAT RESIDENT IS WILLING TO ACCEPT, AND THAT LANDLORD HAS MADE NO PROMISES OR REPRESENTATIONS IN THIS REGARD EXCEPT AS ARE SET FORTH HEREIN.**
- B. Resale Procedure: Resident is responsible for adhering to the following procedures before any sale of his/her manufactured home on-site:
1. Notify any potential purchaser of the manufactured home of the following restrictions: If you desire to purchase a manufactured home located in the Community, unless you receive prior written approval from Landlord to become a Resident in the Community, you must immediately move the manufactured home from the Community after the sale of the manufactured home to you and, if you do not immediately remove the manufactured home from the premises and the Community, you will be considered a trespasser and subject to immediate eviction by the Landlord.
 2. See that any requirements imposed by Landlord, in its sole discretion, as conditions to any agreement to allow the manufactured home to be sold on-site and remain in the Community are satisfied including, but not limited to, repair or replacement of any of the following:
 - a. Skirting around the manufactured home;
 - b. Windows and screens in the manufactured home;
 - c. Awnings, decks and sheds;
 - d. Paint on the exterior of the manufactured home;
 - e. Compliance with all health and safety codes;
 - f. Landscaping on the home site;
 - g. Oil spills/stains on the driveway, street or home site;
 - h. Any and all damage to the accessory structures to the manufactured home; and,

- i. Those items otherwise identified in the Rental Agreement or the Standards for Living at the time of sale.
3. Prior to the date of sale, transfer or conveyance of the manufactured home, Resident must obtain from Landlord a copy of a fully executed Rental Agreement for the premises (which approves the manufactured home), identifying purchaser as Resident and which is executed by purchaser and Landlord. In the event that Resident fails to satisfy each and every requirement set forth above, Resident shall be liable to Landlord for any damages incurred by Landlord as is provided in sub-paragraph (C) hereof, elsewhere in the Rental Agreement upon breach, at law or in equity.
- C. In the event that Resident sells, conveys, or otherwise transfers the manufactured home during the term of the Rental Agreement and, in conjunction therewith, relinquishes occupancy thereof and of the premises to the purchaser(s), without prior written approval of Landlord in its sole discretion, Resident shall be in breach of the Rental Agreement, and Landlord shall be entitled to immediate possession of the premises as against a trespasser, and to all damages against Resident arising out of or resulting from the breach; including, but not limited to all attorney fees, costs and expenses incurred by Landlord in any action brought against said purchaser to regain possession of the premises or otherwise. In such case, any notice of breach and/or notice to quit required by Utah law to be served upon Resident shall be effective when posted on the premises identifying Resident or purchaser, or both. For the purposes hereof, a "sale, conveyance or transfer" of the manufactured home shall include any contract for the sale of the manufactured home which provides for the future transfer of title based upon satisfaction of certain payment or other requirements.
- D. In the case of the death of Resident where no spouse or co-owner who is an approved Resident of the Community survives, at Landlord's sole option, this Rental Agreement shall terminate. Any unapproved conveyance or transfer of the manufactured home upon Resident's death shall be deemed an unauthorized sale or transfer of the manufactured home and assignment of this Rental Agreement, and Landlord shall be entitled to immediate possession of the premises as against a trespasser.
- E. In order to upgrade the quality of the Community, Landlord may require the removal of a manufactured home in the event of a sale to a third party, if (1) a manufactured home is less than fourteen (14) feet wide or less than forty (40) feet in length excluding the length of the tongue, (for purposes of these measurements, only the box or living area of the manufactured home will be measured), or (2) it is in a run-down condition or in disrepair.
- F. **RESIDENT ACKNOWLEDGES THAT HIS/HER SALE, CONVEYANCE OR OTHER TRANSFER OF RESIDENT'S MANUFACTURED HOME DOES NOT INCLUDE A TRANSFER OF THE RIGHT TO POSSESSION OF THE PREMISES. RESIDENT'S RENTAL AGREEMENT AND THESE STANDARDS FOR LIVING DO NOT CONVEY ANY INTEREST IN THE PREMISES TO HOMEOWNER WHICH IS AVAILABLE FOR TRANSFER, SALE OR CONVEYANCE. NO PERSON OR ENTITY SHALL BE DEEMED A THIRD PARTY BENEFICIARY OF ANY OF THE TERMS OF RESIDENT'S RENTAL AGREEMENT OR OF THE STANDARDS FOR LIVING OF THE COMMUNITY, THE TERMS THEREOF ARE PERSONAL TO LANDLORD AND RESIDENT.**
- G. Resident may advertise the sale, conveyance or transfer of the manufactured home. Resident or Resident's agent may display a sign in the window of the manufactured home not to exceed 12" x 12" which is the present size limitation imposed by Utah law, or any subsequent change allowed by Utah law. No signs in the yard.
- H. No part of the foregoing requires that Resident sell his/her manufactured home only to a purchaser(s) who will remain in the Community. Moreover, no prospective purchaser(s) of Resident's manufactured home is under any obligation to rent a homesite in the Community as

a condition to his/her ability to purchase Resident's manufactured home. However, if a purchaser(s) of Resident's manufactured home desires to become a Resident in the Community, he/she must first obtain Landlord's approval as provided above.

- I. All applicants for residency in the Community (whether a homeowner or renter) must make written application with and receive written approval from the Community prior to moving into the Community, must provide suitable references from previous manufactured home community operators or landlords, demonstrate credit worthiness, and must exhibit the financial capability to pay rent, utilities, and other fees, including financing costs of his/her manufactured home, if any. In addition to rejection for failure to satisfy any one of the above criteria, any application may be rejected or terminated because of an applicant's materially false or misleading statements or omissions made to the Community.

14. **BREACH OF STANDARDS FOR LIVING AND/OR RENTAL AGREEMENT AND TERMINATION OF RESIDENCY**

A breach of the Standards and/or Regulations set forth herein as well as any breach of the Rental Agreement between the parties shall be grounds for termination of Resident's residency. Residency in the Community may be terminated upon such notice and in such manner, as is required under Utah law.

15. **MEDIATION AND ARBITRATION**

Except as limited herein, if a dispute arises out of or relates to these Standards or the breach hereof and if said dispute cannot be settled through negotiation, the parties agree to first try, in good faith, to settle the dispute by non-binding mediation in accordance with the Rules of the American Arbitration Association. If the dispute cannot be settled through mediation, then the parties agree to submit to binding arbitration in accordance with the Rules of the American Arbitration Association. **Exceptions to this would be any contested or non-contested rights of Community/Landlord which relate to: (a) termination of residency due to failure to pay rent or to comply with the Standards for Living of the Community, or termination of residency allowed by law or relating to any of the reasons or causes set forth in this Agreement; (b) injunctive relief; and (c) actions to collect rent and other charges.** All other disputes of any kind, accepting the foregoing exceptions set forth in this subparagraph shall be subject to mediation and binding arbitration.

16. **OPPORTUNITY TO REMEDY**

Landlord shall NOT be in default of any of its obligations hereunder until after Resident has given Landlord the notice provided for herein. If at any time, Resident believes Landlord has not fulfilled any legal obligations Landlord may have to Resident, Resident agrees to immediately give the Landlord written notice specifying what Resident believes Landlord has failed to do and indicating what Resident believes Landlord needs to do in order to fulfill these obligations. This notice shall be mailed to Community's Management Company (at the address set forth in Resident's Rental Agreement) by either registered or certified mail. This notice shall be as detailed as is necessary to permit Landlord to fully understand Resident's concerns. It is agreed that Landlord will have at least 90 days, or such longer period of time as is reasonably necessary after receipt of Resident's notice, to remedy the problems or issues identified in the notice. If Landlord does remedy the problems within the time period allotted, Resident agrees that Landlord will have no liability whatsoever to Resident for any expense, costs, injury or damage. If Resident fails to promptly give Landlord written notice as soon as Resident is aware of any problem, or if Resident fails to give Landlord reasonable opportunity to remedy the problem, Landlord will have no liability to Resident for any expense, cost, damage or injury as a result of any problem alleged by Resident. If Community fails to remedy the problem within a reasonable time after receipt of Resident's written notice, the problems will then be subject to mediation per paragraph 15 of these Standards.

17. NON LIABILITY OF MANAGEMENT

The obligations of Landlord pursuant to these Standards do not constitute personal obligations of the individual employees, representatives, agents, partners, directors, officers or shareholders of Landlord or Management Company, and Resident shall look solely to the premises and to no other assets of the Landlord or Management Company for satisfaction of any liability that may be imposed upon them in respect of these Standards, and Resident will not seek recourse against the individual employees, representatives, agents, partners, directors, officers or shareholders of Landlord or Management Company, or any of their personal assets for such satisfaction or for any deficiency judgment should Resident be unable to satisfy any liability owed to it.

18. CRIME AND DRUG FREE HOUSING

- A. Resident, any members of Resident's household, or a guest or other person under Resident's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, and/or use of a controlled substance (as defined in Section 102 of the Controlled substance Act [21 U.S.C. 802]).
- B. Resident, any member of the Resident's household, and/or a guest or other person under the Resident's control, SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY, including drug related criminal activity, on or near said premises.
- C. Resident or members of the household WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR TO FACILITATE, CRIMINAL ACTIVITY including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of household, or a guest.
- D. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at ANY location, whether on or near the dwelling unit premises or elsewhere.
- E. Resident, any member of the Resident's household, or a guest or other person under the Resident's control SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE including but not limited to, domestic abuse, child abuse, and/or the unlawful discharge of firearms including a Recurve and/or Compound bow, BB pistol/rifle, Pellet-Type pistol/rifle or Paint-Ball pistol/rifle either in the Resident's dwelling unit, homesite or on Community property.
- F. Violation of the above provisions of this Section 18 of the Standards, shall be considered "behavior by a Resident which substantially endangers the security and health of other Residents or threatens the property in the Community" as set forth in Utah Code Ann. § 67-16-5(1)(c) and eviction proceedings will be immediately commenced, to terminate Resident's Rental Agreement, without giving Resident an opportunity to cure the violation. A single violation of any of the provisions of this Section 18 of the Standards shall be deemed a serious violation and eviction action will be taken. In any trial, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Resident shall be responsible for any actions of Resident's guests or minor occupants of Resident's manufactured home, and any drug or criminal related activity of such persons shall be deemed to be the actions of Resident for purposes of determining whether a violation of this Section 18 of the Standards has occurred.

19. TERMINATION

This agreement may be terminated for any reason provided by law or for any one of the following causes:

- A. Mutual written agreement of the Resident and Community/Landlord.
- B. Non-payment of rent, fees or service charges.
- C. Failure of a Resident to comply with Community Standards for Living for a period of 7 days or 60 days, whichever time period is applicable, after receipt of a notice for failure to abide by a Community standard.
- D. Repeated failure of a Resident to abide by Community Standards for Living.
- E. For any cause provided for under the Utah Mobile Home Park Residency Act.
- F. Behavior by a Resident which substantially endangers the security and/or health of the other Residents or threatens property in the Community.
- G. A change in the land use or condemnation of the Community or any part of it.
- H. Abandonment of the manufactured home and/or rented homesite by Resident.

20. MISCELLANEOUS STANDARDS FOR LIVING

- A. Any complaint that a Resident has either against another Resident or against the Community shall be set forth in writing, with a copy delivered to the Landlord.
- B. Resident hereby agrees to indemnify, defend and hold harmless Landlord from any claims, loss, damage, injury, or breach of contract of whatsoever kind or nature resulting from the actions or failure to act by Resident or Resident's agents, employees, family members or guests, including reasonable attorney's fees necessary to defend any action, brought by any party or entity against Landlord and/or the Community as a result of the actions or failure to act as provided herein.
- C. The waiver by Landlord of, or failure of Landlord to take action in respect of any breach of a term, covenant or condition contained herein or in the Rental Agreement shall not in any way sanction any subsequent breach or violation. The subsequent acceptance of rent by Landlord shall not be a waiver of any preceding breach of these Standards for Living or of the Rental Agreement by Resident.
- D. In any legal action arising out of these Standards for Living, the prevailing party shall be entitled to reasonable attorney's fees and court costs. Resident shall be responsible to pay Community for any fees incurred by Community in serving any eviction notice upon Resident as a result of failure to pay rent, violation of these Standards for Living, or for any other reason provided by law. In the event that the eviction notice is cured, failure to pay for said fees shall be a violation of these Standards.
- E. Time is of the essence in these Standards for Living. Each provision of these Standards for Living is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.
- F. The Standards for Living of the Community, taken together with the Rental Agreement and any written Pet Agreement constitute the entire Agreement between the parties regarding the rental of a homesite in the Community. Notice required to be given to either party to these Standards for Living shall be given in accordance with Utah law, or as is otherwise specified in this agreement or in the Rental Agreement.
- G. The requirements of the Rental Agreement are understood and agreed to be an integral part of these Standards for Living (as the same Standards for Living may be modified or amended from

time to time) and are incorporated herein by this reference. In the event of a conflict between the provisions of these Standards for Living and those contained in the Rental Agreement, the provisions contained in these Standards for Living shall govern.

- H. Whenever these Standards for Living call for the approval or consent of Landlord or the Community, said approval must be in writing and may be withheld in the sole discretion of Landlord and/or Community.

21. **AMENDMENT OF STANDARDS FOR LIVING**

Landlord may amend these Standards for Living upon such notice and in such a manner as is required by Utah law at the time of such amendment.

22. **MANAGEMENT LIMITATIONS**

Management is authorized to issue written notices on behalf of Landlord for changes in rent, utilities and any other charges, violation/termination notices, and to grant consents and take such actions as authorized by the Community Documents. However, Management is **NOT AUTHORIZED** to: (i) accept cash payments; (ii) accept partial payments; (iii) sell or transfer title to homes without Landlord's written authorization; or (iv) to modify (verbally or in writing) the terms and conditions of the Community Documents. **Any transactions made contrary to the foregoing shall not be binding on Landlord.**

Wasatch View Estates



communities

2700 North 1700 West
Ogden, Utah 84404
(801) 782-4078

LEASE ADDENDUM

Any Resident may terminate their lease agreement at any time without cause by giving your landlord a written 30 day notice which sets forth your intention to terminate the lease. The specific notice is as set forth herein.

Pursuant to the Utah Mobile Home Community Residency Act §57-16-1 et. seq. **Your lease may be terminated by the management only for those reasons specifically set forth in Utah Code Annotated §57-16-5. Your lease may not be terminated by your landlord for any other reason other than those reasons specifically set forth in Utah Code Annotated §57-1605. Your statutory rights are set forth below:**

57-16-5. Cause required for terminating lease – Cure periods – Notice.

- (1) An agreement for the lease of mobile home space in a mobile home community may be terminated by mutual agreement or for any one or more of the following causes:
 - (a) failure of a resident to comply with a mobile home community rule:
 - (i) relating to repair, maintenance, or construction of awnings, skirting, decks, or sheds for a period of 60 days after receipt by a resident of a written notice of noncompliance from the mobile home community under Subsection 57-16-4.1(1); or
 - (ii) relating to any other community rule for a period of seven days after the latter to occur of settlement discussion expiration or receipt by the resident of a written notice of noncompliance from the mobile home community, except relating to maintenance of a resident's yard and space, the mobile home community may elect not to proceed with the seven-day cure period and may provide the resident with written notice as provided in Subsection (2);
 - (b) repeated failure of a resident to abide by a mobile home community rule, if the original written notice of noncompliance states that another violation of the same or a different rule might result in forfeiture without any further period of cure;
 - (c) behavior by a resident or any other person who resides with a resident, or who is an invited guest or visitor of a resident, that threatens or substantially endangers the security, safety, well-being, or health of other persons in the community or threatens or damages property in the community including:
 - (i) use or distribution of illegal drugs;
 - (ii) distribution of alcohol to minors; or
 - (iii) commission of a crime against property or a person in the community.

- (d) nonpayment of rent, fees, or service charges for a period of five days after the due date;
 - (e) a change in the land use or condemnation of the mobile home community or any part of it; or
 - (f) a prospective resident provides materially false information on the application for residency regarding the prospective resident's criminal history.
- (2) If the mobile home community elects not to proceed with the seven-day cure period in Subsection (1)(a)(ii), a 15-day written notice of noncompliance shall:
- (a) state that if the resident does not perform the resident's duties or obligations under the lease agreement or rules of the mobile home community within 15 days after receipt by the resident of the written notice of noncompliance, the mobile home community may enter onto the resident's space and cure any default;
 - (b) state the expected reasonable cost of curing the default;
 - (c) require the resident to pay all costs incurred by the mobile home community to cure the default by the first day of the month following receipt of a billing statement from the mobile home community;
 - (d) state that the payment required under Subsection (2)(b) shall be considered additional rent; and
 - (e) state that the resident's failure to make the payment required by Subsection(2)(b) in a timely manner shall be a default of the resident's lease and shall subject the resident to all other remedies available to the mobile home community for a default, including remedies available for failure to pay rent.

You as the community resident have the right to sell your home in the community pursuant to Utah Code Annotated 57-16-4 et. seq. which states, in relevant part:

- (4) Any rule or condition of a lease purporting to prevent or unreasonably limit the sale of a mobile home belonging to a resident is void and unenforceable. The mobile home community may, however, reserve the right to approve the prospective purchaser of a mobile home who intends to become a resident, but the approval may not be unreasonably withheld. The mobile home community may unconditionally refuse to approve any purchaser of a mobile home who does not register prior to purchase.
- (5) If all of the conditions of Section 41-1a-116 are met, a mobile home community may request from the Motor Vehicle Division the names and addresses of the lien holder or owner of any mobile home located in the community.
- (6) A mobile home community may not restrict a resident's right to advertise for sale or to sell his mobile home. However, the community may limit the size of a "for sale" sign affixed to the mobile home to not more than 144 square inches.
- (7) A mobile home community may not compel a resident who desires to sell his mobile home, either directly or indirectly, to sell it through an agent designated by the mobile home community.
- (8) In order to upgrade the quality of a mobile home community, it may require that a mobile home be removed from the community upon sale if:
 - (a) the mobile home does not meet minimum size specifications; or
 - (b) the mobile home is in rundown condition or in disrepair.

Wasatch View Estates



communities

POOL REGULATIONS

The pool hours are as posted.

No lifeguard is on duty and Residents and their guests/visitors use the pool at their own risk.

No children under the age of 18 years may swim or be in the pool area without a responsible parent or legal guardian at poolside

All guests/visitors must be accompanied by a responsible Resident 18 years of age or older.

- Only standard type bathing suits are allowed in the pool. No cut-offs or street wear is allowed.
- No “horseplay”, running or loud or boisterous conduct in and around the pool.
- No diving or jumping (caution, shallow pool).
- No smoking in the pool or pool area.
- No glass containers, food, beer or alcohol is allowed in and around the pool.
- All pool users must be toilet trained; for health reasons, no one in diapers is allowed in the pool.
- No animals are permitted in or around the pools; exceptions will be made for assistive animals.
- The pool area gate is to remain locked at all times. Climbing the fencing surrounding the pool area is not permitted and offenders may lose their pool privileges indefinitely.

Management reserves the right to exclude any persons from the use of the pool. Everyone using the pool and pool area must observe the rules and regulations or lose their pool privileges.

Wheeled vehicles such as bicycles, strollers, skateboards, roller blades, roller skates, wagons, etc. are not permitted in the pool area. Exceptions to this restriction will be made when reasonably necessary to accommodate the needs of handicapped Residents.

- No intoxicated persons or persons under the influence or persons having an infectious disease or open sores may use the pool.
- No throwing of furniture, foreign matter or debris into the pool. All tables, chairs and other furniture and equipment used about the pool may not be removed and shall be left clean and free of debris.
- Sun tan oils must be removed from the body before entering the pool.
- Tampering with or damaging pool mechanisms or life-saving equipment or the chemical balance of the pool is strictly prohibited.