

EXHIBIT A
Park Rules

IN ACCORDANCE WITH AS 34.03.130 OR ITS SUCCESSOR AND FOR THE CONVENIENCE, SAFETY, HEALTH AND WELFARE OF THE TENANTS OF THE VALDEZ MOBILE HOME & RV PARK AND TO PRESERVE LESSOR'S PROPERTY FROM ABUSIVE USE AND TO FAIRLY DISTRIBUTE SERVICES AND FACILITIES HELD OUT FOR TENANTS GENERALLY, ALL LESSEES SHALL COMPLY WITH THE FOLLOWING RULES.

A. **PETS**. All pets shall be restrained while in the Park. In particular, all dogs and cats shall either be kenneled (dog runs) or fenced. This containment must be completed by Lessee immediately after occupancy. Lessor reserves the right to prohibit pets completely or prohibit pets in designated areas of the Park. No pets are allowed on the playground.

Dog Kennels and enclosures must be approved by lessor as to construction requirements, maintenance and sanitation. All animal excrement will be removed regularly to avoid a nuisance and/or a health risk to the Park's tenants and other animals. Dog runs will be 6' x 8' x 12' or smaller.

A maximum of two (2) dogs or cats or one (1) of each may be kept at each Leasehold Premise. All animals must be licensed with the City of Valdez.

Lessee assumes liability for the pets of all his/her guests, and all regulations applicable to his/her pets will be applicable to the pets of guests.

B. **CHILDREN**. Lessee is liable for all damages caused by their children or the children of his/her guests. No unaccompanied children under age five (5) will be allowed on the playground. The playground is closed between 10 p.m. and 8 a.m.

C. **DANGEROUS INSTRUMENTALITIES**. Dangerous instrumentalities including, but not limited to, weapons of all types, pellet and b.b. guns, slingshots, bows and arrows shall not be used within the Park. Explosives of all kinds, including fireworks, shall not be used within the Park.

D. **PUBLIC DISTURBANCES**. Lessee shall observe normal courtesy in the use of entertainment devices, such as record players, radios or televisions, and avoid excessively loud speaking or shouting. Lessee shall not use loud speakers, spot lights or other items likely to cause disturbances in the Park.

E. **VEHICLE REGULATIONS AND PARKING**. Parking for no more than two (2) vehicles, neither being larger than a standard 3/4 ton truck, is authorized on each Leasehold Premise. Such vehicles shall be parked only in assigned parking areas. Two snowmachines or motorcycles or one of each will be allowed to be stored on

the rental space. **All other vehicles, including but not limited to, travel trailers, campers, boats, trailers, trucks and automobiles will not be permitted to be stored within the park except in areas designated by Park management.**

Lessee shall supervise the parking of all guests, assuring that they park in Lessee's assigned space or on the road in front of its Leasehold Premises.

The speed limit is 15 MPH, repeated violations are grounds for eviction.

Any vehicle improperly parked and not immediately removed upon request of the Park's management, may be towed away at Lessee's expense. Such charge will be due and payable as part of the Lessee's Rent on the next Rent due date.

Neither snowmachines nor motorized mini-bikes shall be operated within the Park. Access to and from adjacent trails is permissible subject to all applicable rules and regulations pertaining to operation of motorized vehicles.

Vehicles shall be operated only within designated roadways. All vehicles and motorcycles shall be equipped with standard operational mufflers to prohibit excessive noise. All vehicles and motorcycles will be operated within the Park for the sole purpose of transportation to and from the Park. The operator must have a current valid driver's license in order to be permitted to operate any vehicle or motorcycle within the Park.

F. FIRE PROTECTION. No open fires shall be permitted at any time or place within the park. No fires shall be left unattended at any time. Tenants are encouraged to install smoke detectors and locate appropriate fire extinguishers at convenient locations within their mobile home or RV. Per City Ordinance 93-11 Section 28-8 "oil tanks...shall be at least 5 feet from the body of the mobile home or lean-to; and not less than 10 feet from any property line".

G. SNOW REMOVAL. For the benefit of all Lessees, the Park strives to remove snow as soon as possible. The large amount of snowfall in Valdez requires the cooperation of tenants. Tenants should not park vehicles in the street in such a way as to obstruct snow removal efforts. The Park will remove snow from driveways at the tenants for a fee of \$15 per request.

The Park is not responsible for damage to property whatsoever during snow removal if such property is hidden by snow and is in an area routinely cleared, or is requested to be cleared by the Lessee. The Lessee is responsible for locating such property away from snow removal activity and/or making sure it is clearly marked. Children should stay clear and be advised not to cross in front or behind snow removal equipment for any reason.

H. **MAINTENANCE OF MOBILE HOMES.** Lessee shall, at their own expense, anchor, block, level and install their trailer in accordance with city ordinance within thirty (30) days after the mobile home is placed on the Leasehold Premises. Lessee is responsible for locating their trailer properly on the leased premises, (see also **Accessory Structures**), and shall also provide and paint skirting for its mobile home within the same thirty (30) day period. All skirting materials must be approved and painted a reasonable color as determined by Lessor.

Sewer connections shall be made liquid tight between the mobile home and the Park sewer service connection. No utility service connections shall be adjusted or connected by Lessee. Lessor's prior approval will be required before Lessee digs any holes on the Leasehold Premises to prevent damages to underground utilities. Each mobile home must be equipped with one outside water connection. It will be Lessee's responsibility for installation and prevention of freezing to this connection.

All labor and costs associated with thawing and repair of damage due to frozen water and sewer lines up to the main shall be exclusive responsibility of Lessee. The main line is approximately eight (8) feet under the surface of the ground.

Tenant's initials _____

For benefit of emergency services such as fire and ambulance, the space number will be affixed to the trailer within ten (10) days of occupancy. Numbers are available at the office. If the Park is forced to affix numbers to a trailer a \$15 fee will be charged which will be billed as additional rent.

All Leasehold Premises shall be maintained in a clean and orderly manner. Lessees who allow their space to degenerate below the minimum standard set forth herein may be notified in writing by Lessor. If the deficiencies are not corrected within five (5) days after receipt of written notice, Lessor or its agent may, but is not obligated to, enter the Leasehold Premises for the purpose of maintaining them, and Lessee shall be liable to Lessor for the cost of such services at the rate of \$35 per man hour plus parts and equipment as additional Rent.

Personal properties such as, but not limited to, refrigerators, freezers, laundry equipment, building materials and mechanical equipment shall not be maintained outside any mobile home. Lessor may give written notice to Lessee to remove such properties. Lessor or its agent may, but is not obligated to, enter the Leasehold Premises to remove items if Lessee has not removed items within five (5) days after receipt of such notice. Lessee shall pay Lessor a service charge of \$35 per man hour for such removal as additional Rent. If equipment is required to remove the property the Lessee will be charged for the cost to the Park which will be billed as additional Rent payable on the next rent due date.

ACCESSORY STRUCTURES. No windbreaks, fences, storage buildings, trellises, additions to the mobile home or similar devices shall be installed without **Lessor's prior written approval.** Prior to construction, the following items shall be submitted for approval: *a building plan, a plot plan and a complete description of the exterior of the accessory structure.* Any structure built without Lessor's approval or not in compliance with the *Park Rules* or City Ordinance may be required to be torn down at Lessee's expense. Failure to do so may be grounds for eviction from the Park.

Building permits from the City of Valdez are required for all residential additions. **Detached storage structures are not permitted, see City Ordinance 93-11, Section 28-12 (e) below.** The exterior must be completed and closed in within ninety (90) days from the start of construction. The exterior must be completed before any substantial work is done to the interior. No structure shall be constructed or situated closer than ten (10) feet of any other existing structure or extended closer to the front space line than the front of the mobile home or five (5) feet from the property line. All doors and windows shall be of standard home construction quality. All structures shall be painted on the exterior within fifteen (15) days after construction is completed. The color shall be complimentary to, and harmonious with, the main color of the mobile home. Any variation of color must be approved in advance by Lessor.

No arctic entry larger than 4 feet wide will be permitted on 30 foot wide lots. Lean-tos (wannigans) are not permitted on 30 foot wide lots.

No permanent additions are allowed on any trailer less than 36 feet long (RV class). VMHP permits RV class trailers in designated areas of the park on a short-term basis, (12 months or less), to accommodate construction or seasonal workers etc. extensions may be granted but Lessor is not obligated to grant any such extension (i.e. an extension may be granted if a project requires a longer construction period of definite length). The Park will not permit long-term rental or permanent addition to such trailers. VMPH reserves the right to deny space lease to the purchaser of any RV class trailer already in the Park. Temporary arctic entries may be constructed provided they are no larger than 4 feet by 8 feet. RV class trailers in long-term rental spaces are required to comply with all Park rules including maintenance and accessory structures.

No RV designed to be self propelled will be allowed to rent a permanent space in the Park. Such RV's are to be restricted to the temporary RV area only.

All building plumbing, electrical and mechanical codes and modifications thereto lawfully applicable to the Leasehold Premises and/or the mobile home or RV shall be considered part of these Park Rules and regulations and are incorporated by reference.

Per City of Valdez Ordinance 93-11 Section 28-12. *Out buildings, additional structures etc.*

- a) *Only one lean-to and one arctic entry may be attached to any mobile home provided they meet the requirements set forth in this chapter.*
- b) *No lean-to or combination of lean-to and arctic entry built or attached to any mobile home ...shall have a floor area exceeding the floor area of the original mobile home to which it is attached.*
- c) *No lean-to shall be constructed or maintained of any size or in any position which violates the side yard, rear yard, front yard or maximum allowable lot coverage requirements in the mobile home park in which the mobile home and lean-to are located; or constructed within five feet of the next adjacent mobile home space line.*
- d) *An arctic entry is allowed at the exit/entry door of the mobile home.*
- e) *No additional or separate structures shall be built or allowed on a mobile home space in a mobile home park.*
- f) *Any lean-to shall have two exits, except arctic entries.*
- g) *The construction of lean-tos and similar structures shall be accomplished only after obtaining a building permit from the building official, and then only in accordance with the city's building code relating to temporary structures.*
- h) *All lean-tos shall be of finished construction complying with the city building code and regulations and if sealed, sheetrock or other fire resistant materials shall be used.*

J. **HEAVY EQUIPMENT.** No heavy equipment is allowed in the Park without approval from the lessor. Heavy equipment will not be stored or parked in the Park except for that equipment which is owned or utilized by the Park for maintenance. This applies also to large trucks, tractor-trailers, etc.

K. **FENCES.** Fences must be constructed of either wood or metal. Fences shall not exceed forty-eight (48) inches in height. Consideration should be given during construction to the impact on snow removal or vice versa.

Wooden fences shall not be solid as to obstruct vision. The boards shall not be greater than six (6) inches in width and there must be a separation of at least three (3) inches between boards. All wooden fences shall be painted with a color acceptable to Lessor and duly maintained by Lessee.

Fences shall be located on the lot line established by Lessor and shall not obstruct any utility easement. All such fences will be installed at Lessee's risk and removed by Lessee when Lessee vacates the Leasehold Premises. If the fence has to be removed for movement of any mobile home or repair of utility lines, it will be at Lessee's expense.

L. LANDSCAPING. The planting of trees, shrubs and flowers is encouraged, however, no trees shall be planted by Lessee in such a way as to obstruct the removal of any mobile home or RV.

M. TELEPHONE SERVICE. Personal telephone message service is not a responsibility of Lessor. Individual telephone service connections are available through local telephone companies.

N. DISPUTES. Any domestic problems or disputes between tenants or between tenants and any visitors will be handled by appropriate Municipal or State law enforcement agencies. Lessor will not be responsible for or get involved in the settlement of any such disputes or problems.

O. APPLICATION OF PAYMENTS. Payments received shall be applied to the oldest invoice owed. Invoices include any Rents owed including amounts charged as additional Rents (i.e.: late charges, cleanup fees, snow removal requested upon the premises etc.).

P. NON-SUFFICIENT FUNDS (NSF) CHECKS. An NSF check fee of \$25 will be charged each time an NSF check is processed by the Park. In addition, a late fee as outlined in the lease agreement may be generated due to an NSF check. Both charges will be billed as additional Rent and payable on the next Rent due date.

READ, UNDERSTOOD AND AGREED TO:

LESSEE: BY _____ Date: _____

BY _____ Date: _____

How to Avoid Getting Bitten by a Dog

Everyone knows a dog is man's best friend. And it is generally true. But every dog has the *capacity* to bite, and children are most often the ones who get bitten. Everyone, particularly children, should learn some basics about dog behavior and safety around dogs.

When Dogs Might Bite

- When they feel threatened or afraid.
- When they are protecting their territory, food, toys, family, or pups.
- When they get excited, even in play.
- When they don't know you.
- When their "chase response" is triggered.
- When they have been bred and/or trained to be aggressive.
- When they are in pain or irritated.

How To Tell When A Dog Might Bite

- The dog may stand stiff and still, maybe with his or her hair up.
- The dog may stare at you.
- The dog may hold his or her tail stiff and up in the air, and may wag it back and forth very fast.
- The dog may growl, snarl, show teeth, or bark.

What To Do If You're Threatened By A Dog

- Stand very still and try to be calm. **DON'T SCREAM AND RUN.**
- Be aware of where the dog is. Don't turn your back on him or her, but don't stare the dog in

the eyes, either.

- If the dog comes up to sniff you, don't resist. In most cases the dog will go away upon deciding you aren't a threat.

- If you say anything, speak calmly and firmly.



- Try to stay until the dog leaves then back away slowly until he or she is out of sight.

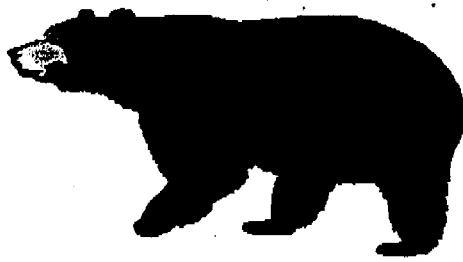
- If a dog does attack suddenly, "feed" him or her your jacket, purse, your bike, anything that may distract the dog and give the animal something to bite besides you.

- If you fall or are knocked down, curl into a ball with your arms and hands over your head and neck. Try not to scream or roll around.

What To Do If You Get Bitten

- Children should tell their parents immediately. All bites should be reported to the police or animal control department.
- Go to the hospital for treatment.
- Tell the policeman or animal control officer as much as you can about the dog—what he or she looked like, where you saw the animal, if you've seen the dog before, and so on. It's important for them to try to find the dog.

Remember: Most Dog Bites Are Avoidable



A FED BEAR

IS A DEAD BEAR

AS THAT SUMMER IS HERE, WE CAN EXPECT TO SEE THE RETURN OF BEARS TO THIS AREA. WHILE WE CAN'T KEEP BEARS FROM COMING NEAR OUR HOMES, WE CAN TAKE SOME PRECAUTIONS TO KEEP THE BEARS FROM MAKING REPEATED VISITS.

KEEP ALL GARBAGE IN A CONTAINER WITH AN AIRTIGHT LID. IT WOULD BE EVEN BETTER TO PLACE GARBAGE OUTDOORS ONLY ON THE DAYS THERE IS REFUSE PICKUP, AND THEN ONLY NEAR THE STREET NOT NEAR YOUR HOME. THE VERY BEST WAY TO ELIMINATE THE PROBLEM OF BEARS BEING ATTRACTED TO THE SMELL OF GARBAGE IS TO HAUL THE GARBAGE OUT TO THE BAILER OR CITY DUMPSTERS YOURSELF.

BEARS LOVE TO EAT DOG FOOD! STORE DOG FOOD IN YOUR HOUSE. IF YOU FEED YOUR DOGS OUTDOORS, FEED THEM ONCE OR TWICE A DAY AND THEN REMOVE ANY LEFTOVER FOOD.

NEVER PLACE FISHING GEAR ON YOUR PORCH OR AGAINST THE SIDE OF YOUR HOUSE. CLEAN FISH WHERE YOU CATCH THEM, NOT IN YOUR YARD. DON'T FORGET THAT BARBEQUE GRILL OR SMOKER. WHEN YOU ARE THROUGH WITH THEM LOCK THEM UP, OR A BEAR MAY BE JOINING YOU FOR BREAKFAST!

PREVENTING PROBLEMS WITH BEARS IS MUCH EASIER THAN TRYING TO REVERSE PROBLEMS. KEEP YOUR AREA CLEAN SO THE BEARS WILL GO THROUGH, NOT DECIDE TO STAY.

**IF YOU HAVE PROBLEMS OR QUESTIONS CALL:
FISH AND WILDLIFE AT 835-4307 OR
VALDEZ POLICE DEPARTMENT AT 835-4560**

MAKE THIS A SAFE SUMMER FOR YOU, YOUR NEIGHBORS AND THE BEARS!