

COLUMBIA VISTA MANUFACTURED HOME PARK RULES AND REGULATIONS

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Section 1

GENERAL

- 1.1 These rules and regulations apply to the manufactured housing COMMUNITY known as COLUMBIA VISTA, which is referred to in these rules and regulations as “COMMUNITY”.
- 1.2 The OWNER and operator for COMMUNITY will be referred to in these rules and regulations as “OWNER”.
- 1.3 The individuals who lease spaces in COMMUNITY from OWNER will be referred to in these rules and regulations as “HOMEOWNER” or “HOMEOWNERS”.
- 1.4 The manufactured homes or manufactured housing structures which HOMEOWNERS place on spaces they lease from OWNER in COMMUNITY will be referred to in these rules and regulations as “manufactured homes” (or singularly).
- 1.5 The individual manufactured home spaces in COMMUNITY leased to HOMEOWNERS by OWNER will be referred to in these rules and regulations as “lots”.
- 1.6 The site rental agreement entered into between OWNER and HOMEOWNER, of which these rules and regulations form an integral part, is referred to in these rules and regulations as “site rental agreement” or “agreement”.
- 1.7 Any action required to be taken by OWNER pursuant to these rules and regulations may, unless otherwise specified, be taken by the property manager appointed by OWNER to act as its representative in connection with COMMUNITY.
- 1.8 Any approval, consent, or waiver which these rules and regulations require to be obtained from OWNER or COMMUNITY must be obtained in writing, signed by an authorized representative of OWNER or COMMUNITY, and obtained prior to doing the act for which approval, consent, or waiver is to be obtained, particularly prior to the initiation of any construction.
- 1.9 Any actions with which these rules and regulations deal must be taken in accordance with federal and state law and regulations, and in accordance with local ordinances, in addition to meeting the requirements of these rules and regulations.
- 1.10 Any alterations to HOMEOWNERS manufactured home or improvements (including fencing, painting, color scheme changes, name signs, and the like) constructed on HOMEOWNERS lot must have the prior approval of OWNER, whether those alterations or improvements are required by the site rental agreement or these rules and regulations or whether they are voluntarily proposed by HOMEOWNER. Improvements or alterations will usually be required to be made with factory-manufactured material.
- 1.11 OWNER may waive one or more requirements of these rules and regulations on a showing by HOMEOWNER that special circumstances exist which distinguish its situation from that of other HOMEOWNERS. Any HOMEOWNER request for a waiver must be in writing and addressed to the property manager appointed by OWNER for COMMUNITY. In acting on any request for a waiver, OWNER will consider the result to HOMEOWNER if no waiver is granted, the expense

to OWNER or COMMUNITY if a waiver is granted, and the impact of any waiver on COMMUNITY as it is now constituted or may reasonably be constituted in the future. OWNER may condition any waiver on HOMEOWNERS payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions.

- 1.12 If HOMEOWNER fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, OWNER has the option of taking that action for HOMEOWNER. If HOMEOWNER takes some action not in compliance with these rules and regulations (such as constructing an improvement without approval), OWNER has the option of undoing what HOMEOWNER has done. If OWNER exercises this option given, the HOMEOWNER shall be responsible to OWNER for OWNERS expenses in doing the work, together with a fee of twenty percent (20%) profit.
- 1.13 OWNER will not be discriminate on the basis of race, color, sex, marital status, familial status, religion, national origin, or handicap in violation of any state or federal law. In determining how to meet this promise, OWNER will follow precedent under appropriate state and federal statutes.
- 1.14 COMMUNITY OWNER does not provide a security patrol or security systems. Residents are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Residents observing any suspicious or illegal acts are requested to notify the park manager or the police department.
- 1.15 Failure of COMMUNITY at any time to require performance of any Rule or Regulation contained herein shall not limit the right of COMMUNITY to enforce the Rule or Regulation, nor shall any waiver of any breach of any Rule or Regulation be a Waiver of any succeeding breach of that Rule or Regulation or a waiver of that Rule or Regulation itself or any other Rule or Regulation.

Section 2

MANUFACTURED HOME SET-UP

- 2.1 HOMEOWNER will give OWNER 72 hours' notice before bringing their manufactured home into COMMUNITY for set-up. On arrival, OWNER will instruct HOMEOWNER and HOMEOWNERS driver on where to park the manufactured home pending set-up.
- 2.2 Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for coordinating with the COMMUNITY manager to specifically locate the position of the manufactured home on the space. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. The HOMEOWNER will be responsible for coordinating with the manufactured home dealer and/or transportation company that moves the manufactured home to ensure that the manufactured home is properly positioned on the space.
- 2.3 On arrival at COMMUNITY for set-up, HOMEOWNER will register with OWNER the license number of the vehicle which is towing their manufactured home and the license number of the manufactured home, if required to be licensed. If the manufactured home is not required to be

licensed, HOMEOWNER will register with OWNER the manufactured home's correct color, model, and dimensions.

- 2.4 All aspects of manufactured home siting and set-up, including electrical, telephone, sewer, water, and cable television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, are the responsibility of HOMEOWNER.
- 2.5 As a part of hooking-up to COMMUNITY'S water system, HOMEOWNER will install a back flow device at HOMEOWNERS expense.
- 2.6 HOMEOWNER is responsible for any damage caused to their lot, other lots, streets, or any portion of COMMUNITY during the siting or removal of their manufactured home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.
- 2.7 OWNER is not responsible for topsoil, final grading, gravel, or relocation of any utilities.
- 2.8 HOMEOWNER is responsible for connecting the manufactured home to the sewer line with rigid pipe. The manufactured home must be placed on the lot so as to cover or enclose sewer and water connections, as required by law.
- 2.9 HOMEOWNER must remove any towing hitch within thirty (30) days after the manufactured home is placed on the lot.
- 2.10 Temporary steps must be removed with thirty (30) days of set-up.
- 2.11 HOMEOWNER will not be entitled to move into their manufactured home until siting and set-up have been approved by OWNER.

Section 3

MANUFACTURED HOME STANDARDS

- 3.1 Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for providing the manager and/or OWNER a copy of the manufactured home purchase agreement (if the home is new) or accurate description of the manufactured home that confirms that the purchase agreement includes all required improvements as set forth in Section 3 of the COMMUNITY rules and regulations. Specifically including skirting, decking, awnings, and storage building. In those cases where a HOMEOWNER is moving a qualifying manufactured home into COMMUNITY that is not a new purchase, the HOMEOWNER shall be responsible for providing a photograph together with complete descriptive information identifying the size and materials of all improvements including storage structures that will be sited in the COMMUNITY. All homes roofs must have composition asphalt shingles or the equivalent with a gable profile.
- 3.2 No permanent alterations are to be made to the manufactured home, or manufactured home space without prior written permission of OWNER (including fencing, painting, color scheme changes, etc.). The OWNER reserves the right to approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home space prior to its installation. All structures must be of factory-manufactured material or specifically approved in writing by the OWNER prior to construction and/or installation. The OWNER reserves the right to request all permanent structures erected by a HOMEOWNER be removed at the HOMEOWNERS expense when the HOMEOWNER moves from the COMMUNITY.

- 3.3 All homes, accessories, and/or alterations/additions shall comply with applicable federal, state, and local statutes and ordinances as to their construction, installation, and maintenance.
- 3.4 No manufactured home, accessory structure, or addition, including awnings, decks, etc., may be placed closer than 3' from any lot boundary line without the prior written approval of the COMMUNITY and neighbor of any adjacent lot which may be affected by the encroachment into the set-back area. No manufactured home, accessory structure and/or addition to include decks, awnings, porches, etc., may be placed closer than 8' from any electrical transformer.
- 3.5 All homes must have a window of not less than 12 square feet on the side of the home facing the street; example: 3'6" wide by 3'6" high. A smaller window may be allowed with the prior written approval of OWNER on the condition that the HOMEOWNER installs landscaping acceptable to OWNER across the front of the home to visually compensate for the lack of a window(s). The window(s) facing the street must have wood trim painted a complimentary color.
- 3.6 Homes moving into COMMUNITY must be a minimum of 24' wide (unless a lesser width is approved by OWNER pursuant to paragraph 1.11), and must be approved by COMMUNITY management prior to move-in. A home will normally not be accepted if it is more than one year old as of the date of move-in. Management reserves the right to refuse admission to any home that does not meet COMMUNITY standards or the condition and/or appearance of the manufactured home is misrepresented.
- 3.7 All homes are required to have wood siding. Skirting must be of a similar material as the siding on the home and painted/stained to match the siding or trim color. Wood skirting must be made of pre-treated/weatherized material that is compatible in design to the exterior of the home. Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT allowed.
- 3.8 Each HOMEOWNER shall be responsible for installing the space number of their home on the front side of the home approximately 5' above ground level.
- 3.9 HOMEOWNER is responsible for installing or constructing the following within thirty (30) days of set-up of its manufactured home:
- a) Concrete Driveway 12' x 50' or at least 600 sq. ft.
 - b) Pre-painted continuous aluminum or galvanized metal gutters and downspouts connected by underground 3" rigid or corrugated pipe to the curb, gutters, must be of continuous metal fabrication.
 - c) Two above ground hose bibs, one on either side of the manufactured home.
 - d) A storage building which:
 - 1) is not smaller than 8' x 12' or larger than 15' x 10';
 - 2) is constructed of wood or pre-treated wood siding (whether or not prefabricated) painted to match the manufactured home; and
 - 3) is roofed with asphalt shingles compatible with the color and style of the manufactured home; and
- 3.10 All manufactured homes must have awnings and decks not smaller than specified below unless otherwise approved by OWNER. Exceptions to minimum size requirements may be approved by OWNER if HOMEOWNERS site will not accommodate structures of the stated dimensions. All

plans for decks and awnings must be approved by OWNER prior to installation and construction. Any deck area shall total no more than 500 square feet. Minimum deck sizes shall be as follows:

- Patio Side: Deck – 3’ x 4’ or 12 sq feet of continuous deck.
- Carport Side: Deck – 3’ x 4’
- Awning – 12’ x 20’ or 240 square feet of wood or wood frame carport. Homes within COMMUNITY that have installed a deck and/or awning prior to the issuance of these rules and regulations shall be exempt from this requirement.

Note: Corrugated metal or fiberglass awnings are not allowed.

- 3.11 Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the manufactured home or fully enclosed with pre-treated wood so as to be compatible with the design of the porch and deck. All decks, porches, and steps must have handrails. Vertical slats/railings made of 2” x 2” material on 4” centers must be installed between the top of the railing, the deck, and step treads. Decks must be constructed of 2” x 4” or 2” x 6” pressure treated/weatherized wood. Awnings and decks must be installed within thirty (30) days following set-up of the manufactured home unless arrangements have been made in writing with the OWNER.

Any wood frame patio awning or carport awning must have a composition roof, be designed and painted to match the manufactured home and be approved by OWNER in writing prior to its construction. The carport awning must be a minimum of 12 feet wide unless the terrain or the lot size or shape limit the awning size to a narrower width. Garages may be constructed in lieu of a carport but must be the same color as and compatible with the manufactured home and shall be constructed only with OWNERS prior written approval. A carport/garage must be installed within thirty (30) days of home siting.

- 3.12 All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above-ground plumbing must be connected to an underground shut-off gate valve that is accessible and always maintained in good working order.
- 3.13 Each HOMEOWNER shall receive a SPACE LANDSCAPING WORKSHEET at the time HOMEOWNER makes application for residency. The worksheet will outline a general landscaping plan which shall be used as a model for preparing the HOMEOWNER’S landscaping plan. Prior to sitting of the manufactured home, HOMEOWNER must submit a space landscaping plan to OWNER for review and approval. No home will be allowed to move into the COMMUNITY until the space landscaping plan has been approved by OWNER.
- A. Landscaping Plan’s will include the entire space that is leased to the HOMEOWNER, front, back, and sides. Landscaping Plans with front yard lawn: if the HOMEOWNER elects to install a lawn in the front, back or side yard area of their space, the lawn must be mowed regularly and kept weed free. In those cases where a HOMEOWNER elects to install a front yard lawn, a minimum of 24” wide planting bed must be installed across the front of the HOMEOWNER’S home. A minimum of TEN evergreen shrubs measuring 18” – 21” or alternately, in 3-gallon containers, must be installed in the front yard planting bed.
 - B. Landscaping Plans without a front yard lawn: If a HOMEOWNER elects not to install a lawn in their front yard, acceptable alternatives include weed barrier fabric covered with decorative rock or bark mulch together with a minimum of not less than TEN evergreen

- shrubs, measuring 18” – 21” or alternately, in 3-gallon containers PLUS not less than FIVE additional shrubs or plants of a size not smaller than 1-gallon in size. All yard areas that are covered with decorative rock or bark mulch must be kept weed free at all times.
- C. All HOMEOWNERS are required to landscape and maintain the yard area next to their driveway that lies within the boundary of their space. HOMEOWNER’S may make arrangements with their neighbor to allow the neighbor to improve and/or maintain the landscaping in this area if both parties agree.

Installation of all space landscaping shall be completed not later than sixty (60) days following move-in unless otherwise agreed upon in writing by OWNER.

- 3.14 OWNER reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances which may be dictated herein by the terrain of the COMMUNITY or individual spaces/lots.

Section 4

MANUFACTURED HOME AND LOT MAINTENANCE

- 4.1 HOMEOWNER is responsible for maintaining and keeping clean and in good repair the exterior of their manufactured home, as well as all appurtenant structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, hand railings, storage buildings, etc., shall be painted or strained as necessary to prevent their visual and/or physical deterioration.
- 4.2 HOMEOWNER is responsible for maintaining all lawn areas, flowers and shrubbery within their space. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free from weeds and watered as necessary. If the landscaping is not properly maintained, OWNER may, but is not required to, perform or have performed whatever landscaping maintenance may be required and charged the HOMEOWNER directly. If the HOMEOWNER consistently fails to maintain the space, OWNER reserves the right to evict the HOMEOWNER.
- 4.3 All landscaping improvements made to the manufactured home space as provided by this Agreement shall, upon termination of tenancy, by either the HOMEOWNER or OWNER/RESIDENT MANAGER becomes the property of the OWNER except as provided herein below. The HOMEOWNER may keep and take with them the following: **NOTE NOTHING WITHOUT WRITTEN AGREEMENT.**
- 4.4 HOMEOWNER absent for an extended period of time (two weeks or more) shall be responsible for arranging for the care and maintenance of their space during their absence.
- 4.5 Fences over 60” high are not allowed. Only the rear yard may be fenced, and the rear yard is defined as that point starting ten (10) feet behind the profile of the home facing the street. HOMEOWNERS electing to install chain link fencing must install gray privacy slats on the entire fence. **NO OTHER COLORS ACCEPTED.** The chain link fence must have conventional metal post, caps, top, and bottom rails, and be built in a workman like manner. **NO FRONT YARD FENCES OF ANY TYPE ARE ACCEPTED.**
- 4.6 If the HOMEOWNER constructs a rear yard fence, as outlined in paragraph 4.5, HOMEOWNER will be responsible for a twelve inch mowing strip along the outside of the fence, whether or not that strip is the HOMEOWNERS lot or COMMUNITY property.

- 4.7 Common areas, driveways, streets and HOMEOWNER'S space, includes porches and decks, are to be kept clean and free from trash and litter at all times. Children's toys are not to be left in the streets. Garbage cans, gardening tools and equipment, etc. must be stored inside the HOMEOWNER'S storage shed.
- 4.8 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture. Storage of any type beneath the manufactured home including material of explosive nature is prohibited (Oregon State Law). Standard patio furniture and a park approved storage cabinet will be permitted to present a clean and neat external appearance. Any household appliance, exercise equipment or upholstered furniture cannot be placed outside the manufactured home. Boats, travel trailers, unmounted campers or unsightly objects will not be stored at the space or parking area. Special storage problems should be coordinated with Management.
- 4.9 Firewood must be stored in an approved storage shed.
- 4.10 Clothes lines and clothesline poles are not allowed. Clothing, linens, rugs, etc., are not to be draped over deck or porch railings or otherwise left outside the HOMEOWNER'S manufactured home.
- 4.11 HOMEOWNER may erect play equipment in HOMEOWNER'S backyard with OWNER'S prior written permission. All play equipment must be located behind the manufactured home and within the designated boundaries of the HOMEOWNER'S yard. HOMEOWNER'S assumes responsibility for maintaining playground equipment in serviceable condition and agrees to remove the equipment when the tenancy is terminated. Permission to have play equipment on the space is subject to revocation at any time OWNERS determines that the equipment is in need of repair. Above ground pools (wading pools, hot tubs/spas) are permitted only with written permission from management.
- HOMEOWNER agrees to defend and hold the OWNER and OWNER'S AGENTS harmless from any and all claims, suits, damages and actions resulting from HOMEOWNER'S play equipment and/or above ground pools (wading pools, hot tubs/spas). Wading pools are to be emptied after each use and hot tubs/spas are to be covered after each use.
- 4.12 HOMEOWNER'S must remove (take down) any holiday decorations from their manufactured home within thirty (30) days after the celebrated holiday.

Section 5

HOMEOWNERS AND GUEST

- 5.1 The monthly rental rate agreed on in the rental agreement is based on occupancy of the manufactured home by the persons identified in the rental agreement. Any additional occupants must be approved by OWNER prior to MOVE-IN.
- 5.2 The total number of permanent residents in any manufactured home shall not be greater than two per bedroom in the manufactured home.
- 5.3 HOMEOWNER is responsible for the actions of other occupants of manufactured home, guest, licensees and invites.
- 5.4 No commercial trade or business nor gratuitous baby-sitting may be conducted out of HOMEOWNER'S manufactured home or on its lot in COMMUNITY.

- 5.5 No one will carry on any obnoxious or offensive activity which OWNER believes is or may become an annoyance or nuisance to COMMUNITY.
- 5.6 Guest of HOMEOWNER may not remain in COMMUNITY for more than fourteen (14) days in any year (whether consecutively or cumulative) unless written authorization is received from OWNER. HOMEOWNERS are responsible for their guest actions.
- 5.7 HOMEOWNER will respect the peace of COMMUNITY and see that guests do the same. Neither HOMEOWNER nor guest shall cause unreasonably loud or disturbing noise through parties, radios, saws, motorcycles or the like. There is a noise abatement curfew from 10:00 p.m. until 7:00 a.m.
- 5.8 HOMEOWNER will provide OWNER with the name of a person to be contacted in the event of HOMEOWNER'S death.

Section 6

SUBLETTING

- 6.1 No rental or subletting of a manufactured home is permitted. Manufactured homes must be owner-occupied.
- 6.2 Any person occupying a manufactured home to care for it (i.e. a "house-sitter") during an absence by HOMEOWNER in excess of 30 days must be approved by OWNER prior to occupying the manufactured home.
- 6.3 Under exceptional circumstances, the OWNER and/or COMMUNITY MANAGER may approve the use of a manufactured home by other than the OWNER; however, prior written permission must be obtained in advance from management.

Section 7

SALE OF MANUFACTURED HOMES

- 7.1 Prospective purchasers of a manufactured home must submit an application for residency and be approved by OWNER prior to occupying any manufactured home in COMMUNITY. No sale of a manufactured home in COMMUNITY shall obligate COMMUNITY management to accept a new purchase unless an application has been received by COMMUNITY management prior to the sale.
- 7.2 HOMEOWNERS shall be allowed to leave their manufactured home in its present space and sell the manufactured home to a new HOMEOWNER, subject to the following conditions:

The manufactured home shall be brought up to all current COMMUNITY standards for new homes moving into the COMMUNITY. The OWNER may, at their sole discretion and in cases selected by them, grant special exceptions to this rule. Any special exceptions shall be in writing, signed by the OWNER and HOMEOWNER, and shall specify the length of time for which the exception is granted. Failure to immediately enforce this rule shall not be construed to constitute an exception and shall not prevent later enforcement of this rule.
- 7.3 If the home is more than 15 years old, and/or deteriorating condition as of the date of sale, COLUMBIA VISTA'S management reserves the right to require that purchase agree, in writing, that the home will be moved from COLUMBIA VISTA at the time of its sale to a subsequent

purchaser if, in the opinion of COLUMBIA VISTA'S management the home is not in an acceptable condition.

- 7.4 "For Sale" signs may be displayed in a window or the front space of the HOMEOWNER selling their home and must not be more than 24" wide by 18" in height.

Section 8

UTILITIES

- 8.1 Electrical and garbage services are the responsibility of each HOMEOWNER and are payable by each HOMEOWNER directly to the utility provider. In the event a private service prepares bills for any of the above services, then any amount payable for said services shall be made payable as instructed by the private service company and/or COMMUNITY/OWNER.
- 8.2 Garbage and garbage containers must be kept out of sight except on days when garbage is scheduled to be collected. HOMEOWNER must furnish their own water shedding, fly-tight garbage cans or use one provided by the service company.
- 8.3 Paper towels, sanitary napkins, and other large items should not be flushed down your toilet. Grease should not be poured down sinks. Any expense incurred in clearing a sewer blockage cause by HOMEOWNER'S negligence or misuse will be charged to HOMEOWNER.
- 8.4 No satellite-type antenna dishes, C.B./home radio antennas or exterior T.V. antennas are allowed without written permission from the OWNER. T. V. cable service is provided to each space. HOMEOWNER is responsible for monthly cable service charges.
- 8.5 Each HOMEOWNER shall be responsible for ensuring that no storage building or other structure is erected or placed over any shut-off valve, sewer clean-out or electrical pedestal that may be located on the HOMEOWNER'S space.

Section 9

PETS

- 9.1 House pets under twenty (20) pounds at maturity may be allowed if the HOMEOWNER obtains prior written permission from the COMMUNITY manager. Said permission shall become a part of the rental agreement between the OWNER and the HOMEOWNER. An additional pet may be allowed if the HOMEOWNER receives prior written approval. No outside dog runs, dog houses, or pets living outside of a manufactured home are allowed. Pets must be kept on the HOMEOWNER'S space and are not to be allowed to roam unattended on HOMEOWNER'S space, COMMUNITY streets, common areas or other HOMEOWNERS space. All pets shall be attended and on a leash when not inside the HOMEOWNERS manufactured home. Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain in the COMMUNITY. HOMEOWNERS shall receive one written warning regarding a complaint about a pet. If a second written notice is required, the pet must be removed from the COMMUNITY permanently within ten (10) days of such second written notice. Pets shall not be left leashed or tied up outside a HOMEOWNER'S home during any period of absence by the HOMEOWNER. Excreta (pet droppings) must be cleaned up promptly by pet owners. Visually handicapped HOMEOWNERS are allowed to keep a guide animal as allowed by law.

Section 10

COMMON AREAS

- 10.1 OWNER will maintain those areas of COMMUNITY which HOMEOWNER is not responsible for maintaining pursuant to the rental agreement and the rules and regulations (referred to herein as “common areas”). HOMEOWNERS use of the common areas and their use by other occupants of HOMEOWNER’S manufactured home and HOMEOWNER’S guest, licensees, and invites, is, however, at risk of the user, and OWNER is not responsible for injuries or damages associated with the use of common areas or the personal property connected with them unless such injuries or damages are caused by OWNERS negligence or willful misconduct.
- 10.2 HOMEOWNER, occupants of the manufactured home, and guest, licensees, and invites, may use COMMUNITY common areas only for the purpose for which they were intended and may not do in common areas activities which would not be permitted on leased space. Common areas may not be used for storage or parking.
- 10.3 HOMEOWNER acknowledges that there are dimly lighted and/or dark areas within the COMMUNITY and agrees to carry a portable light source when walking at night. HOMEOWNER shall provide a portable light source for any invite or guest to HOMEOWNER’S home.

Section 11

RECREATION FACILITIES

- 11.1 There are designed recreation areas within the COMMUNITY. COMMUNITY streets shall not be used as playgrounds by HOMEOWNER’S or guest. COMMUNITY sidewalks are not meant for use by bicycles, skateboards, scooters, tricycles, “Big Wheels” or other wheeled modes of transportation.
- 11.2 Equipment (i.e. bicycles, toys, games, etc.) abandoned in the streets or common areas will be confiscated and subject to disposal.
- 11.3 CLUBHOUSE: The use of the clubhouse and other recreational areas is provided at no additional charge to HOMEOWNER’S, other than a refundable deposit for key(s) and damages. Guest are not permitted in the clubhouse unless accompanied by HOMEOWNER.

HOMEOWNER’S are directly responsible for their guests’ conduct. From time to time, guests may be required to register through the office to participate in certain social functions, when guest are accepted as space permits. No pets are allowed in the clubhouse. Private parties by HOMEOWNER’S will be allowed with restrictions. A fee may be charged for any private parties, groups, associations or clubs desiring to use the clubhouse. PRIVATE PARTIES WHERE LIQUOR IS INVOLVED ARE NOT ALLOWED. The management will maintain necessary normal general housekeeping maintenance of the clubhouse, but HOMEOWNER’S are expected to leave the clubhouse in an orderly, clean state at all times. NO ALCOHOLIC beverages will be permitted to be served or consumed in any building or adjoining recreational area which is COMMUNITY property. Unnecessary noise or excessively loud parties will not be permitted at any time.

Section 12
VEHICLES

- 12.1 No motor oil or any other caustic or non-biodegradable substance shall be deposited in any street drain, sewer system or on the ground within the COMMUNITY. HOMEOWNER shall be responsible for any and all fines and the cost of cleaning up any caustic or non-biodegradable substances deposited by HOMEOWNER in COMMUNITY. Propane tanks larger than five gallons are not allowed in COMMUNITY except for those attached to and used exclusively for recreational vehicles.
- 12.2 Each space is provided with off-street parking for two standard-size passenger vehicles. HOMEOWNER is permitted to have no more than two vehicles, which when not in use must be parked in the off-street parking areas of the HOMEOWNER'S space.
- 12.3 HOMEOWNER may request approval from OWNER to keep more than two vehicles. Any approval given will be conditioned on HOMEOWNER providing an additional approved off-street parking space for the additional vehicle at HOMEOWNER'S expense. If approval is granted, HOMEOWNER may be charged \$25 per month per vehicle. The vehicle charge is subject to adjustment at any time.
- 12.4 OWNER may require that any vehicle, including vehicles owned by HOMEOWNER'S not be allowed to enter or remain in COMMUNITY, if in OWNER'S opinion, the vehicle is (A) not properly maintained, (B) Constitutes a hazard to HOMEOWNERS or (C) Is in such dilapidated condition that it distracts from the appearance of COMMUNITY. If OWNER intends to remove a vehicle from COMMUNITY under this rule, OWNER will give twenty-four (24) hours-notice to the HOMEOWNER responsible for the vehicle, both as provided in the notice provision or the space rental agreement and by posting a notice on the windshield of the vehicle. If the vehicle is not then removed from COMMUNITY within twenty-four (24) hours OWNER may tow the vehicle from COMMUNITY at the risk and expense of the vehicle owner and the responsible HOMEOWNER.
- 12.5 HOMEOWNER is not allowed to park in COMMUNITY, or to allow others to park, commercial vehicles or equipment (other than that temporarily present for the purpose of providing some service to HOMEOWNER) or inoperable vehicles.
- 12.6 In addition to the off-street parking associated with HOMEOWNER'S space, guest may park their vehicles in other parking areas designed by OWNER for that purpose. HOMEOWNER and guest must ensure that guest's vehicles are parked in a location so as to not block any neighbor's access or restrict traffic flow within COMMUNITY.
- 12.7 No overnight parking on the streets by HOMEOWNER'S or guest is allowed. Vehicles parked on the street after 11:00 p.m. will be towed from COMMUNITY at the risk and expense of the vehicle's owner and the responsible HOMEOWNER.
- 12.8 Approval of OWNER must be obtained before bringing any truck larger than $\frac{3}{4}$ ton into COMMUNITY. Trucks of one (1) ton or larger will not normally be allowed to park overnight on a HOMEOWNER'S space.
- 12.9 Vehicles parked in violation of COMMUNITY rules will be towed and impounded at HOMEOWNER'S risk and expense.
- 12.10 The speed limit within COMMUNITY for all vehicles is limited to TEN (10) miles per hour.

- 12.11 Motorhomes, campers, trailers, boats, jet skis, snowmobiles, residential vehicle other than recreational vehicles are not allowed to be stored on HOMEOWNER'S space.
- 12.12 Recreational vehicles may be left on HOMEOWNER'S space for up to twenty-four (24) hours to accommodate loading and unloading.
- 12.13 Motorcycles may be driven to and from the COMMUNITY only. Three-wheelers, all-terrain vehicles or the like, whether or not in use, are not allowed in COMMUNITY. Any waiver of this rule will be conditioned on HOMEOWNERS registering the vehicle with OWNER and on the vehicle's not being noisy. Whether a vehicle is "noisy" shall be at the sole discretion of management. Unregistered vehicles may not be stored in COMMUNITY.
- 12.14 Driveways of vacant spaces may not be used for guest or overflow parking without approval from OWNER.
- 12.15 Loud motor vehicles may not be operated in COMMUNITY at any time.
- 12.16 HOMEOWNERS are NOT allowed to overhaul vehicles on their space or in their driveway. No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made within the COMMUNITY, and no automobile equipment, engines, motors, etc. shall be washed anywhere in the COMMUNITY. Oil changes and routine vehicle maintenance is an exception to the rule, in the HOMEOWNER'S carport. The vehicle must be operational within a four-hour period. Residents must properly dispose of any oil, brake or transmission fluid.

Section 13

FIREARMS AND FIREWORKS

- 13.1 Firearms will not be discharged within COMMUNITY or on property owned by COMMUNITY. Firearms are to be unloaded at all times while outside of a HOMEOWNER'S home in the COMMUNITY. Firearms include "BB" guns, pellet guns, dart guns and any other weapon capable of firing a projectile.
- 13.2 Oregon State Law PROHIBITS the use of certain types of fireworks. Fireworks that "pop" or propel into the air are considered illegal. The only fireworks that will be allowed in the COMMUNITY are those that do not make noise and/or are handheld.

HOMEOWNER'S and/or guest must clean-up any fireworks discharged in the COMMUNITY. HOMEOWNER'S discharging fireworks are responsible for any damage whatsoever to the COMMUNITY.

Section 14

TERMINATION OF RENTAL AGREEMENT

- 14.1 HOMEOWNER will give OWNER seventy-two (72) hour notice before removing its manufactured home from its space and COMMUNITY. Prior to the removal of the manufactured home, all rents for space, utilities and services must be paid in full unless waived by COMMUNITY.
- 14.2 On termination of the site rental agreement, HOMEOWNER will remove its manufactured home and remove any improvements to the space which OWNER requests it to move.

- 14.3 HOMEOWNER is responsible for any damage caused to space, other spaces, streets, or any portion of COMMUNITY during the removal of its manufactured home and shall reimburse OWNER or other HOMEOWNER'S, as appropriate, for any loss suffered.

Section 15

ENFORCEMENT AND DISPUTE RESOLUTION

- 15.1 These rules and regulations are conditions pursuant to which HOMEOWNER'S occupy COMMUNITY. OWNER may enforce rules and regulations which are conditions of occupancy by terminating the site rental agreement of the HOMEOWNER who violates a rule or regulation. As an alternative to terminating a rental agreement, OWNER may impose a monetary fine on a violating HOMEOWNER in accordance with the dispute resolution process set forth in this section.
- 15.2 If the basis for terminating a rental agreement is within the dispute resolution process set forth in this section, OWNER will follow that process prior to terminating an agreement.
- 15.3 The dispute process set forth in this section applies to disputes between HOMEOWNER and OWNER about certain of HOMEOWNER'S and OWNER'S obligations. The process is intended to serve as a vehicle for resolution of the minor disputes which commonly arise from time to time between OWNER'S and HOMEOWNERS with respect to maintenance of premises, HOMEOWNER conduct which disturbs other HOMEOWNER'S and similar disputes. The process applies to all disputes arising in connection with the site rental agreement or these rules and regulations except for the type of disputes specifically excluded.
- 15.4 The dispute resolution process does not apply to the following disputes:
- (A) any matter excluded by law from being a part of the dispute resolution process, including the amount of rent, rent increases, nonpayment of rent, or the closure or sale of COMMUNITY;
 - (B) charges due or claimed to be due under the site rental agreement or the rules and regulations, including rent, service charge, attorneys' fees, late charges, bad check fee, or interest, or the adjustment, computation or modification of these charges;
 - (C) matters which are issues necessary to the resolution of disputes which are not subject to this dispute resolution process and are in litigation (i.e., whether proper notice was given, whether a party is entitled to an award of attorneys' fees, or the like);
 - (D) any claim for damages (which is otherwise subject to the process) where damages are reasonably anticipated to exceed \$2000.00;
 - (E) any lien claim;
 - (F) termination of tenancy once written notice of termination has been given by OWNER, whether or not that notice has been received by HOMEOWNER;
 - (G) term of the site agreement and renewal of the lease term;
 - (H) sale of its manufactured home by HOMEOWNER and OWNER'S acceptance of the prospective purchaser as a HOMEOWNER;
 - (I) disputes which involve a HOMEOWNER whose tenancy has been terminated by OWNER.

OWNER encourages open discussion between itself and HOMEOWNER of any dispute which may arise between them in an effort to resolve that dispute. Any attempt by any party to informally resolve a dispute shall not be deemed a waiver of that party's right to mediate or arbitrate the dispute.

- 15.5 The dispute resolution process is to be used for disputes between HOMEOWNER and OWNER and not disputes between HOMEOWNERS in COMMUNITY; however, if HOMEOWNER contends that another HOMEOWNER in COMMUNITY is violating one or more of these rules and regulations, HOMEOWNER may give OWNER notice in writing of the perceived violation, and OWNER will investigate.

If OWNER concludes that a violation is occurring which unreasonably interferes with a HOMEOWNER'S peaceful enjoyment of COMMUNITY, OWNER will imitate the dispute resolution process by notifying the violating HOMEOWNER pursuant to the provisions paragraph 15.6.

- 15.6 The dispute resolution works as follows;

(A) A party (HOMEOWNER or OWNER) initiates dispute resolution by giving written notice to the other party, in accordance with the site rental agreement, of its desire to resolve a dispute by the dispute resolution process. To be effective, the written notice must specify that portion of the site rental agreement or rules and regulations with which the dispute is concerned and offer two alternative dates/times in the following fifteen (15) day period when the party will be available to discuss resolution of the dispute. If the notice is given by HOMEOWNER, it must also specify how HOMEOWNER proposes to resolve the dispute. If given by OWNER, the notice must also specify what action OWNER proposes to take.

(B) After receipt of a notice pursuant to paragraph 15.6 (A), the receiving party will cooperate with the sending party in good faith to meet and discuss how the dispute might be resolved, with a view to reaching a resolution which takes into account the reasonable needs of all affected HOMEOWNER'S in COMMUNITY and of OWNER.

(C) If the dispute is not resolved within fifteen (15) days of the written notice specified in paragraph 15.6 (A) having been sent, the party giving the notice will send a second written notice which refers to the first notice, specifies the portion of the site rental agreement or rules and regulations concerned, and offers two alternative dates/times in the following fifteen (15) day period when the party will be available to discuss resolution of the dispute. If the notice is given by HOMEOWNER, it must also specify how HOMEOWNER proposes to resolve the dispute. If given by OWNER, the notice must also specify what action OWNER proposes to take. If the action proposed by OWNER is assessment of a fine, the notice must specify the per day amount of the fine to be assessed.

(D) After receipt of a second notice as specified in paragraph 15.6 (C), the parties will again cooperate in good faith to meet and discuss how the dispute might be resolved. If the dispute has not been resolved after fifteen (15) days of written notice specified in having been sent, the dispute resolution process will be considered to be at an end, and any party may request mediation as set forth in section 16.1. If a fine was assessed as part of the dispute resolution process, the fine will be considered due and payable on the date the process is considered at an end.

- 15.7 Fines assessed by OWNER for violation of the site rental agreement or these rules and regulations may not exceed \$50.00 per day for a first violation. If the HOMEOWNER against whom the fine is assessed has previously been assessed a fine for a similar violation, up to \$100.00 per day may be assessed for repeat violation.
- 15.8 OWNER may consider each day of a continuing violation for which an assessed fine is due and payable to be a separate violation to which the per day assessed fine applies, provided that OWNER so notifies the HOMEOWNER in the second notice sent in accordance with paragraph 15.6 (C).
- 15.9 HOMEOWNER'S payment of an assessed fine when due and payable is a condition of occupancy, and failure of HOMEOWNER to pay an assessed fine when due is a basis for OWNER'S termination of the site rental agreement.
- 15.10 Notwithstanding any other provision of the site rental agreement or these rules and regulations to the contrary, neither HOMEOWNER nor OWNER will be entitled to an award of attorney fees for any fees incurred in connection with the dispute resolution process set forth in this section. The dispute resolution process is not intended to be a process in which representation of a party by an attorney will be necessary in order to effectively present that party's position.
- 15.11 No failure of OWNER to enforce any one of these rules and regulations shall operate as a waiver of its right to enforce that or others of the rules and regulations and to insist on strict compliance with the rules and regulations.

Section 16

MEDIATION/ARBITRATION

- 16.1 **MEDIATION**: Either HOMEOWNER or OWNER may request mediation of a dispute by notifying the other party in writing. Within fifteen (15) days of receipt of such a request, both parties shall attempt to agree upon a mutually satisfactory mediator. The parties and the mediator shall meet at an agreeable time and place within fifteen (15) days of the mediator's selection in an attempt to mediate the dispute. The mediator will select the time and place for the meeting and may, at his or her option, select another mediator for assistance. The parties and mediator will conduct the mediation with the intent that the matter be jointly settled at the time and a written agreement between parties be drafted and signed. If either party does not agree with the solutions, either party may then request that the matter proceed to arbitration.
- 16.2 **ARBITRATION**: Any dispute that is not resolved through mediation may be submitted to arbitration. Both parties shall attempt to agree on a single arbitrator. If the parties are unable to do so, each party shall select its own arbitrator, the two chosen arbitrators shall then select a third arbitrator. The cost of arbitration shall be agreed upon and shared equally by the parties. The arbitrators will schedule and conduct a hearing.

Within ten (10) business days of the arbitration hearing, the arbitrators shall serve written notice of the decision on the parties. The arbitration decision shall be final and binding in accordance with Oregon laws.

Section 17

PARTIAL INVALIDITY

17.1 If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or the other application of such time or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

Section 18

AMENDMENT OF RULES

18.1 OWNER reserves the right to amend, revise and/or add additional Rules and Regulations pursuant to Oregon Law.

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN COMMUNITY AND ANY HOMEOWNER/RESIDENT WHICH MODIFY OR AMEND THE RULES, REGULATIONS OR POLICIES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENTATIONS OR AGREEMENTS ARE INVALID AND UNENFORCEABLE.

HOMEOWNER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.

HOMEOWNER _____

DATE _____

HOMEOWNER _____

DATE _____