

Aspen Meadows

Rules and Regulations

Lot _____

What We Expect From You! These rules have been established for the common good of the entire community and the park; hopefully they are logical, meaningful and helpful. In general, what we ask from you is to be a good neighbor by respecting the property of others and contributing to the peaceful enjoyment of all, by exercising supervision over your children and visitors, keeping your house and yard in the best appearance as possible and to contact the park with any concerns or if you wish to make modifications to the exterior of your home or yard. We think these are just common sense provisions. Please read and abide by the following:

Section 1

Maintenance and Appearance Of Manufactured Home, Site Improvements and Lot

- 1.1 **STRUCTURES.** Resident shall at all times keep clean and maintain in good repair and appearance (in the sole opinion of the Park), the exterior of the home and window coverings as well as all appurtenant elements and structures such as drain piping, decks, steps, carports, garages, storage buildings and fences. All wooden structures such as decks, hand railings, storage buildings, etc. shall be painted, preserved or stained as necessary to prevent their visual and physical deterioration and to maintain their good repair and appearance. Altering any original color of paint must be pre-approved by the park. All exterior paint must be of flat sheen. Carport ceilings, rafters, shed, corner boards, belly band, gutters, downspouts, meter bases, utility wires, conduit and utility boxes shall be "painted out" to match the home. See section 2.5.
- 1.2 **LANDSCAPING.** Resident shall maintain all lawn areas, flowers, trees and shrubbery on Resident's lot and adjacent common area of the Park including trees and shrubs that may have been planted on Resident's lot by the Park. Lawns must be irrigated, mowed, edged, weeded and fertilized regularly and as needed, especially during the growing season. Additionally, Resident is responsible to keep all debris, including *sweep-able* debris, on sidewalks, curb/gutter and roadway(s) that are immediately adjacent to Resident's lot (collectively "Resident's area"). Resident is also responsible for all seeds, leaves, needles, fungus, vines, rhizomes, trees and branches that may fall upon or appear upon Resident's area, home, other structure or property even though their origin may be from other than Resident's area. In the sole opinion of the Park, if Resident's landscaping is not well maintained, the Park reserves the right to perform whatever landscape maintenance the Park deems reasonably appropriate, at the Resident's expense. Resident waives all rights to protest such maintenance action performed by the Park.
- 1.3 **ABSENTEE MAINTENANCE.** Should Resident be absent for one week or more, Resident shall arrange for the reliable weekly care and maintenance of their area during their absence.
- 1.4 **PERSONAL PROPERTY, CLUTTER & DEBRIS.** Resident's lot, including yards, porches, decks and carports, are to be kept clean and free from trash, litter and stored items at all times. Toys, including bicycles and tricycles, when not actively being used are not to be left in the streets, sidewalks, in front yard of Resident's lot or in any other location which is reasonably visible from the street. Garbage cans, recycling containers, hoses, gardening tools and equipment, motorcycles, firewood, boxes, appliances, furniture and items other than conventional outdoor furniture, shall be stored inside of Resident's storage shed, home or garage. Garbage can lids shall be secured closed with a "bungy cord" or other locking mechanism so as to fully contain all garbage, especially during windy conditions.
- 1.5 **SIGNS, DECORATIONS & DISPLAYS.** Signs posted in yard, in windows, on home or any appurtenance thereto, must comply with size standards set forth in section 12.1. Temporary political signs may be displayed up to 45 days in advance of an election but must be removed no later than 24 hours following the election. It is the intent of the Park that no sign(s), decoration(s) or ornament(s) be displayed anywhere on the lot or from any window. The Park reserves the right to limit the number and content of any sign, decoration or other ornament displayed. Signs erected by the Park are excused from this rule. See section 7.4 and 2.6 below.

Section 2

Optional Improvements - Lot & Home

All exterior improvements, additions, alterations and accessories must be pre-approved by the Park prior to construction:

- 2.1 **FENCES.** Wood fences not exceeding 60" in height may be allowed in the side and rear yard of the lot provided the style, height, design, color or stain and location are pre-approved by the Park.
- 2.2 **PLAY EQUIPMENT, POOLS & HOT TUBS.** Resident may, with permission from the Park, erect play equipment, above ground "splashing pools" and hot tubs in the backyard portion of Resident's lot however the Park reserves the right to revoke such permission at any time without cause and in the sole opinion and discretion of the Park. Some conditions that may cause the Park to revoke permission include: disrepair, of poor appearance, creates any kind of nuisance or appears to annoy any of the Resident's neighbors. Resident agrees to promptly remove same when Resident's moves away from the Park, or sooner, upon revocation of permission. Resident shall use its best efforts and all precautions to avoid accidents, mishaps, injury and nuisance. Further, Resident agrees to defend, indemnify, save and hold the Park harmless for any and all liability, claims, losses, legal fees and costs in connection with

any accident, action, use or loss related to any play equipment, pools or hot tubs of Resident or used by Resident, Resident's guest and invitees or trespassers. All toys and other play equipment are to be stored in areas not reasonably visible from street when not actively being used, such as in storage shed or garage.

- 2.3 **ANTENNAS & SATELLITE DISHES.** Exterior antennas and satellite dishes less than 40" in diameter and in height when installed in areas most visually hidden and least visible from the street (i.e. back of home, carport or garage) are approvable by Park. Please consult with Park prior to installation. In all instances where practical, all wires must be run under the home and where visible, painted to match the home.
- 2.4 **CLOTHESLINES.** Clotheslines or clothesline poles are not allowed. Clothing, linens, rugs, etc. are not to be draped over deck or porch railings or otherwise left outside of Resident's home.
- 2.5 **WINDOW COVERINGS.** Only original or exact replacement of the original window coverings are allowed to appear in any window, without permission from the park. Resident shall keep window coverings in good condition.
- 2.6 **FLAGS, FLAGPOLES AND BANNERS.** Unless approved in writing by Park, permanently installed flagpoles, temporary flagpoles exceeding twelve feet (12') in length or height, and flag(s) and banner(s) exceeding three feet (3') by five feet (5') dimensionally, are prohibited. The Park reserves the right in its sole discretion on a case by case basis and without cause, to prohibit or restrict the content of flag(s) and banner(s), the time duration of display, and to revoke permission to display any flag(s), banner(s) or flagpoles. See sections 1.5 and 7.4.

Section 3

Vehicles, Parking & Traffic

- 3.1 **PARKING.** Overnight Resident parking is limited to Resident's driveway and carport or garage, only. Guests may park on the street or in the off street guest parking areas, as long as they do not block neighboring driveways or restrict traffic flow within the Park. There shall be no continuous overnight parking or parking in excess of 24 hours on streets within the Park. It is most preferable to have Guests **not** park in front of a neighboring home. Inoperable vehicles may not be stored or left in driveway or under carport. Vehicles, including recreational vehicles, boats and trailers of any type, in violation of the rules in this Section, may be towed and impounded without notice at Resident's risk and expense. The provisions of this Section do not apply to the Manager or Owner of the Park.
- 3.2 **VEHICLES.** The Park reserves the right to restrict any vehicle, including motorcycles, from entering or remaining within the Park if, in the sole opinion and discretion of the Park, it is loud, noisy, unsightly, dilapidated, appears unsafe, is operated in an unsafe manner, violates any provisions of this Section or is a truck larger than 1 ton rating or is a commercial vehicle. Scrapping or stripping of vehicles is prohibited.
- 3.3 **RECREATIONAL VEHICLES, BOATS & TRAILERS.** Motor homes, travel trailers, boats, campers and all other trailers including those for boats, cars, utility and horses (collectively "RV"), are not allowed to be stored on Resident's lot, unless stored inside of a garage with the roll up door closed or can be stored completely under the carport (except tongue may extend beyond carport) provided that: (1) Resident first obtains the Park's permission; and (2) such RV be in good condition, clean, used frequently (seasonally), not be unsightly in the sole opinion of the Park, not have items stored under it or upon it, and if covered, the cover must be kept clean, fit properly and not be objectionable to the Park; and (3) there must be adequate parking in the driveway and the remaining garage/carport area after placement of the RV therein, to accommodate all vehicles owned or associated with such Resident; and (4) parking on the street by Resident or violation of any of the aforesaid conditions will be cause for revocation of permission to park, place or store the RV at the Resident's home. However, such RV may be left on Resident's lot for continuous periods of up to 48 hours for loading and unloading. Propane tanks larger than 5 gallons are not allowed in the Park. The provisions of this Section do not apply to the Manager or Owner of the Park.
- 3.4 **MAXIMUM SPEED AND TRAFFIC SIGNS.** The maximum speed within the Park is 15 miles per hour. Residents and Guests are required to obey this speed limit and all traffic signs. Violation of these provisions by any Resident or Guest (including those contracted in service for or delivery for the Resident) may result in fines assessed to Resident by the Park and/or termination of tenancy. Resident agrees that the Park shall be the sole judge as to whether these provisions have been violated, and further agrees that the Park may make such determinations based on witnesses' simple visual observations, without the need for scientific or other technical collaboration. Generally, the first violation will result in a warning ticket; the second violation will result in a ticket with a fine and a 30 Day Notice To Vacate if a violation occurs again; the third offense will result in the filing of an eviction proceeding. However, if the violation warrants, in the sole opinion and discretion of the Park, an immediate termination of tenancy may be filed without regard to the aforementioned warning process.
- 3.5 **REPAIR & MAINTENANCE.** Repair or maintenance of any vehicle (including but not limited to boats and motorcycles) other than periodic oil changes and minor tune-ups, is not allowed. No washing of any oily or greasy part of any vehicle is allowed within the Park. No oil or other caustic or non-biodegradable substance shall be deposited in any street drain, sewer system or grounds within the Park. Resident shall be responsible for any and all fines and costs of the clean up of any caustic, non-biodegradable or hazardous substance deposited or released by Resident in the Park including but not limited to legal fees, engineering and potential loss of rents.

Section 4

Pets

- 4.1 **CATS AND DOGS.** Subject to the approval of the Park, a Resident may have up to two common domesticated quadruped house pets consisting of two cats, one cat and one dog, just one cat or just one dog. Approval by the Park shall be deemed given upon mutual execution of the pet agreement. In any event, there shall be no more than one dog per household. A dog, for purposes hereof, shall be limited to those which specie's average weight at maturity does not exceed approximately 60 pounds. Any breed of dog that has known or suspected aggressive tendencies, an intimidating appearance or with generally unacceptable attitudes or behaviors as determined by the sole of the discretion of the Park, will not be allowed. Banned dog breeds (including those with any mixture of) include Akita, Pit Bull, Pit Bull Terrier, Bull Terrier, Cano Corso, Doberman Pincer, Dachshund, Dogo Argentino, Dogue de Bordeaux, Presa Canario, German Shepherd, Kuvasz, Miniature Poodle, Rottweiler, Alaskan Malamute, Chow, Chow Chow, Husky, Akita, Press Canario, Beagle, Chihuahua, Pekinese, Shih Tzu, Staffordshire Terriers, Tosa inu and Wolf-hybrids. Outside dog runs, roaming pets and pets that are left outside of the home, whether tied up or fenced in, are not allowed. Pets must be kept on Residents lot or attended and leashed when not on Residents lot. Noisy, howling, whining, frequently barking, unmanageable, aggressive or unruly pets will not be allowed in the Park. Excreta (pet droppings), must be promptly cleaned up by Resident. The Park reserves the right to revoke permission for any Resident to keep any pet, without cause. Resident's failure to remove a pet from the Park after notice shall be grounds for termination of the Resident's tenancy. The Park reserves the right to require that the pet owner provide the Park with a certificate and policy of insurance, evidencing current liability coverage of not less than \$300,000.00 which will cover acts of the pet(s). The Park reserves the right to waive, on a case by case basis, any of the aforementioned restrictions and in the case of "service dogs".
- 4.2 **OTHER PETS.** Generally, other pets such as birds, fish, guinea pigs and small reptiles are allowed inside of the Resident's home, only. Snakes with teeth or venom, lizards with teeth or venom, snapping turtles, alligators, crocodiles, piranha fish and other potentially dangerous or potentially frightening creatures are not allowed.
- 4.3 **RESPONSIBILITY.** The Resident is responsible for safe keeping of and assumes all risks and liabilities for the actions of the pet(s), including potential cost of capture, captivity, disposition and damage to persons or property caused by the pet.

Section 5

Residents and Guests

- 5.1 **RESIDENTS.** Only those individuals and animals named in the Lease Agreement may reside or occupy the home for longer than 30 days within any twelve (12) month period (hereinafter collectively referred to as Resident(s) or occupant (s)). Any additional persons or animals must first qualify and be approved by the Park prior to becoming a resident. Denied tenant applicants may not reside in Park without Park's written permission.
- 5.2 **GUESTS.** The visitation of any Guest (which term includes any invitee of, those in service for and/or delivery to the Resident) is limited to a maximum of 30 days within any twelve (12) month period. The Resident is responsible for insuring that the Guest complies with all rules and regulations of the Park. A violation of any rule or regulation of the Park by the Guest can be grounds for termination of the Resident's tenancy in the Park. The Park reserves the right to require the removal from the park, any guest or invitee of any Resident and also to prohibit that Guest from again entering the Park. Denied tenant applicants may not reside in Park without Park's written permission.

Section 6

Subletting

- 6.1 **RENTAL.** Rental and/or subletting of the home by Resident without specific written permission from the Park, is prohibited. Homes must be Resident occupied. Homes owned by the Park are excluded from this provision.
- 6.2 **HOUSE-SITTING & ROOMMATES.** See Section 5 above.

Section 7

Conduct & Responsibility

- 7.1 **OUTRAGEOUS CONDUCT.** Defined for purposes hereof, outrageous conduct is, in the sole opinion and discretion of the Park, conduct that would offend the sensibility of other people or persons, which includes but is not limited to drunkenness, criminal activity, improper conduct, immoral conduct, conduct which causes a disturbance or annoyance to others, discharging of or threatening to discharge firearms, threatening with any other weapon including knives, fighting, making vulgar expressions including gestures and signs, using foul or threatening language, violence, vandalism, defacing or destruction of property, theft of property, intimidating with the threat of personal or property harm, storage of fireworks in excess of ones limited personal quantity for that particular upcoming holiday, manufacture or storage or distribution or use of non-prescribed "hard" drugs or controlled substances, etceteras. Outrageous conduct by Resident or Guests of any Resident, will not be tolerated and may result in termination of Resident's tenancy.
- 7.2 **NOISE.** No Resident, Guest or pet shall cause any loud or disturbing noises at any time. This prohibition includes, but is not limited to, parties, radios, televisions, stereo equipment, chain saws, children, toys, games, arguments, vehicles, motorcycles, etc. Quiet time for the Park is between 9:00 PM and 7:00 AM Pacific time; consequently, tolerance for noise between these hours will be substantially limited. Violation of this provision will be determined by the sole opinion and discretion of the Park.

- 7.3 **FIREWORKS.** Oregon State law prohibits the use of certain types of fireworks including those that “pop” or project into the air. Resident and their Guests discharging fireworks are responsible for any damage whatsoever to their property, property of others or to the Park. Further, Residents must clean up any fireworks discharged in the Park by Resident or Guests. The storage of fireworks in quantities in excess of ones limited personal use for that particular upcoming holiday is considered outrageous conduct. The sale of fireworks within the Park is prohibited.
- 7.4 **DECORATIONS.** Holiday decorations shall be displayed only within 20 days of the celebrated holiday. Ornamental decorations should be displayed only in the scale and quantity so as not to be distasteful to others. Spinning flowers, pink Flamingo’s, gnomes and characters, including bent over people, are not allowed.
- 7.5 **WHEELS.** For safety reasons, riding bicycles, skates, scooters or skateboards is not allowed near any entrance of the Park. To avoid clutter that may present a safety hazard, abandoned or unattended items such as bicycles, tri-cycles, games and toys that are found in the common areas or streets of the Park may be confiscated and disposed of without notice or claim for loss.
- 7.6 **BASKETBALL.** The installation of permanent or temporary basketball hoop shall not be allowed without the written consent of all affected people and by the Park.
- 7.7 **WALKING AT NIGHT.** For visibility and safety, Resident agrees to carry a portable light source when walking at night and also to provide a portable light source to Resident’s Guests as necessary.
- 7.8 **SECURITY.** The Park has no regular security service and it is not necessarily the Manager’s responsibility to perform security work. Should a Resident have security or safety issue, it is incumbent upon that Resident to contact the local Police or Fire department, accordingly. The Park is not responsible for theft, vandalism, loss or damage to Resident’s person, Guests or property.
- 7.9 **BUSINESS.** No commercial business that may generate additional vehicular traffic, is allowed. Door to door solicitation is not allowed except with specific written permission from the Park and then only for a limited time and purpose. Commercial advertising within the Park is prohibited except for the displaying of “For Sale” signs on homes.
- 7.10 **DOMAIN.** Entering without invitation, against the Park’s objection, encroaching upon or crossing over another Resident’s lot or any landscaped, natural habitat or wetland area of the Park is prohibited and may be subject to criminal trespass.
- 7.11 **COMPLAINTS.** Complaints may not be responded to unless they are in writing. In order for the Park to investigate any complaint from any Resident, the Resident needs to specify what the complaint is in writing and to which rule or regulation it violates. Complaints will be kept confidential except as required to prosecute a case.
- 7.12 **PARK CARE.** Care and respect shall be given to all physical aspects of the Park, including but not limited to streets, sidewalks, trees, landscaping, signage, fences, retaining walls, decorations and equipment. The Park may prohibit any specific activity of any person, guest, occupant or Resident, without cause. Residents, guests and invitees are not allowed to deface, vandalize, alter or climb upon any of the Park property (other than climbing upon the prescribed portions of play structures), especially fences and retaining walls.
- 7.13 **WILDLIFE AND NATURAL AREAS.** Disturbing, crossing (other than by designated pathways), playing in or upon any natural area, wildlife habitat or wetland is prohibited. Spraying of pesticides, herbicides or other chemicals that may migrate or enter such areas is prohibited. Cutting of wood or trees, removing plants, removing rocks or other items, and dumping of brush or debris is prohibited. Disturbing, capturing, injuring and/or killing any wildlife is prohibited.
- 7.14 **COMMUNITY DROP BOX.** The park may occasionally provide a “general purpose” drop box for the park’s use. The boxes are charged to the park by volume, weight and special assessments. Special assessments may be levied by the drop box provider for improperly disposed of materials such as tires, paint, car batteries, hazardous materials, etc., and for overloading the box.

Please follow these rules:

- A. Obey directions from manager and signs posted on drop box. The manager can revoke drop box privileges at will and without cause.
- B. Violation of these rules or excessive use of the drop box can result in fines and/or termination of tenancy. Violation and/or excessive use shall be determined in the sole opinion of the Park.
- C. Drop box dumping privileges are limited to the hours of 8:00 AM to 7:00 PM. Please fill from the back of the box (the end opposite the doors).
- D. Fill from the back of the box first then toward the doors. Please add items to be disposed vertically thus conserving as much accessible, useable space as possible.
- E. Do not overload the box; contents should not be loaded past the level top of the box. Access to the box is first come, first serve basis. The box is full when the contents reach the top of the box. Room in the box is not reserved and is limited. Do not add contents or allow contents above the top of the box.
- F. Do not dispose of tires, batteries, paint, propane tanks or other special assessment or hazard waste items. Contact Metro with any disposal questions you may have at 503/234-3000.
- G. Please inform the manager of those disposing of special assessment items or violating these rules.
- H. Do not let children enter the drop box or play on it or around it.
- I. Clean up any mess you may make on the street and sidewalk while dumping your items into the drop box.

- J. Please be as quiet and considerate as possible; some neighbors have to tolerate the noise of every resident dumping his or her items.

Section 8

Manufactured Home Standards

All manufactured dwellings (also referred to as “manufactured home”, “home” or “homes”) proposed to move into the Park must meet the following minimum criteria unless the Park gives its express written consent otherwise:

- 8.1 **AGE.** All homes must be new; however the Park may approve a home that has been built since 1998 under conditions, including physical repair and upgrading, that are acceptable to Park, in its sole discretion.
- 8.2 **WIDTH, ROOF AND FINISHES.** All homes must be a minimum of 1,056 square feet, 24' wide, have at least 6" eaves on all sides, wooden or vinyl horizontal lap siding or vertical grooved wooden siding, have at least 4'/12' gable roof which is finished with either 3 tab asphalt shingles or architecturally significant asphalt shingles.
- 8.3 **WINDOWS.** All homes shall have at least 24 square feet of windows on each side of the home which face's a street. The Park may waive this requirement if Resident timely installs additional landscaping which is satisfactory to the Park.
- 8.4 **PLUMBING.** All homes shall have at least 2 exterior hose bibs. All homes shall have back flow prevention devices installed on the water service main (“connection”) line.
- 8.5 **ELECTRICAL CONNECTION.** All homes shall have a factory built in meter base or, alternatively, a wall mounted meter base installed in the field. Freestanding power pedestals are not allowed. All visible conduit shall be painted to match the home in the scheme which best obscures it.
- 8.6 **ALTERATIONS.** No permanent alterations or additions are to be made to the manufactured home or lot without the prior written permission of the Park prior to such work. Neither Ramada's nor cabanas are allowed. Any structure or alteration of any kind, including painting, landscape materials, erected or installed without written permission may be revoked and removed by the Park at the Resident's risk and expense.
- 8.7 **CODE.** All manufactured homes, site improvements, accessories, alterations and additions shall comply with applicable federal, state and local codes, statues and ordinances as to their construction, installation and maintenance.

Section 9

Manufactured Home Lot, Stand and Arrival Preparation

- 9.1 **SITE PLAN.** Placement of the home upon the lot (synonymous with “space” or “site”) will be determined at the discretion of the Park but generally pursuant to the overall *Park site plan*. Each Homeowner should be provided a *lot site plan* from the Park that should illustrate approximate dimensions and the proposed general location of the home. At the Homeowner's request through submission of the lot site plan, the Park may consider a different home placement. Such plan shall be submitted for approval by the Park, at least 20 days prior to the homes' scheduled date of arrival, or in the case of improvements proposed after the homes arrival, 20 days prior to commencement of construction or installation of said landscaping. The lot site plan shall legibly illustrate, in scale:
- A. Landscaping including size at time of planting, species and location of such plant material, ground cover AND all required landscaping elements which are set forth on the “Landscaping Standards” which is made a part hereof by this reference;
 - B. Decks, porches, carports or garages including height, construction material and color scheme;
 - C. Fences including fence heights, construction materials and finishes;
 - D. Location and size of the storage shed;
 - E. Any proposed changes in homes location or orientation;
 - F. All windows including sizes that face the street;
 - G. The length of the eaves on all sides of the home.
- 9.2 **SITE CONDITIONS.** Resident agrees that Resident has examined the lot and stand (the stand is the actual foot print location of the home), is aware of its condition and accepts it “as is” and “with all faults”. Resident further states that Resident has not relied on the Park for advice concerning the installation of the manufactured home but has discussed such installation with a manufactured home dealer and is relying on their skill, experience and judgment.
- 9.3 **SITE PREPARATION.** The Park is not responsible for topsoil, site preparation, foundation stability, final grading, settling, gravel, drainage, curb cut changes or the relocation of any utilities unless agreed to in writing by the Park. It is up to the Resident to prepare the site for the home's arrival and to maintain it properly thereafter.
- 9.4 **HOME ARRIVAL.** If adequate notice is given to the Park as to the home's proposed arrival date and time, a representative of the Park will instruct the home delivery driver as to the proper position for setting up the manufactured home or will have the proper home location visibly marked with appropriate corner stakes; otherwise the home shall not be delivered to the Park until adequate notice is received by the Park. Proper electrical, telephone, sewer, water, cable TV and natural gas hook-ups as well as site preparation, blocking, labor and materials are ultimately the responsibility of the Resident, even though some or all of the aspects may be performed by others.
- 9.5 **DAMAGE.** Resident is responsible, directly and indirectly in the case of those parties working for Resident, for any damage caused during the siting and removal of the manufactured home and reimburse the Park for any expense incurred by the Park as a result of damage caused to the lot, site improvements that should survive the removal of the home, curb, landscaping, fences, streets, utilities, adjacent property, etc.

- 9.6 **REGISTRATION.** As soon as known by Homeowner, Homeowner shall provide to the Park its new telephone number, manufactured home "vehicle identification number" and name, address, telephone number and loan number of Homeowner's lender for home.

Section 10

Required Home & Site Improvements

- 10.1 **BLOCKING HEIGHT.** All homes will be set to the lowest permitted height above the ground as possible.
- 10.2 **TONGUES, AXLES, TIRES AND TEMPORARY STEPS.** Tongues, axles and tires ("moving items") must be removed from the home within **10 days** of the home's arrival in the Park. Typically, your Manufactured Home Dealer will disconnect all of these moving items and haul off your axles and tires but store the tongue under the home as a part of the home set up or "set". The set is an industry term meaning marrying the sections of the home together, installing a vapor barrier on the ground underneath the home, blocking and pipe utility connection. You may find that these moving items are quite "in the way" if any service work is sought under your home and thus may wish to advise the dealer to haul everything away. Resident shall remove from the Park and properly dispose of the temporary steps within 45 days of homes arrival.
- 10.3 **ADDRESS.** Homeowner shall, within **10 days** of the homes arrival in the Park, install Homeowner's address on the front side of the home, in a highly visible location, approximately 5' above ground level. House numbers shall be factory made black painted metal numbers approximately 5" tall.
- 10.4 **UTILITY CONNECTIONS.** Resident is ultimately responsible for all utility connections. The Park is responsible to provide the utility to each lot, which may not necessarily be under or adjacent to the home. Modifications to the plumbing lines required to meet code, if any, shall be performed and completed at Resident's expense. Resident shall sufficiently protect all plumbing connections and lines from freezing, including such piping below grade level (i.e. those portions of the riser(s) which are at or above the frost line). The waste plumbing shall have a clean-out installed below the home but above the connection at grade.
- 10.5 **SKIRTING.** Resident shall have continuous wood skirting (being either a cement-board such as Hardipanel or pressure treated plywood) that is painted to match the home's field color, trim color ("painting scheme") or painted "concrete" gray. Such skirting may be grooved if such pattern matches the homes siding and if it is installed with the grooves oriented and matching the homes siding pattern. Alternatively such skirting material may be constructed of concrete or masonry block, finished per the aforesaid painting scheme or left in its natural state. Should the home have lap siding, the skirting shall be either painted pressure treated plywood or masonry only. All homes shall be skirted to enclose the entire perimeter of the home from grade to the bottom of the home. The joint between the top of the skirting and the bottom of the home shall be concealed with a "belly band" trim board which is at least a 4" wide and painted to the homes painting scheme. All of the aforesaid elements shall be completed within **30 days** following the date of the home's arrival in the Park.
- 10.6 **DECKS AND STEPS.** All homes must have their permanent site built steps and landings constructed and painted within **45 days** of the date of the homes arrival. Generally, the front porch landing (deck) and back porch landing will be 4' x 6' and 3' x 4', respectively. This minimum landing size may be excused if the home has a built in pre-constructed porch, accordingly. Resident shall remove and dispose of the temporary steps from the Park within 45 days of the date of the homes arrival. Decks with finished landings which are greater than 12" above grade shall be skirted with either the skirting material or lattice, from the bottom side of the deck platform and step treads, to within 2" of grade. If home skirting material is used for deck skirting, it shall be painted per the painting scheme however lattice should not be painted. Resident shall remove from the Park and properly dispose of the temporary steps within 45 days of homes arrival.
- 10.7 **DRIVEWAYS AND PARKING PLACES.** Each lot shall improved with a concrete driveway of not less than 12' in width, except in some cases where unusually long driveways or common driveways occur, the minimum width may be reasonably reduced, with written approval of the Park. The minimum length for single garages shall be 20'; the minimum length for a singlewide carport shall be 20' plus the length of the carport. Said driveway shall provide for adequate parking for the greater of two vehicles or the total number of vehicles owned by the Resident. Such driveway shall be completed within **60 days** following the homes arrival. Vehicle parking is not permitted on non-improved driveway areas on Resident's lot.
- 10.8 **CARPORTS AND GARAGES.** All homes must have either a carport or garage. Carports shall be not less than 12' wide by 32' long (384 square feet); garages shall be at least 12' wide by 24' long. Both shall have either a gable roof if free standing or, a shed or a gable roof if attached, be constructed of wood, sided and roofed to match the home's colors and materials, and painted per the painting scheme of the home. The underside of the carport, including the "rafters" shall be painted to match the home also. All carports and garages shall have at least 6" eaves on all sides except that portion which is attached to the home. Exceptions may be granted by the Park if Resident's site dimensions will not practically accommodate the minimum size of carport or garage, in the opinion and sole discretion of the Park. Weather permitting the construction of the carport/garage shall be completed within **60 days** of the home's arrival.
- 10.9 **STORAGE AREA.** If Homeowner does not construct a garage on its lot, then the Homeowner shall construct a storage shed of not less than 64 S.F. as an integral part of the "carport", utilizing the carport roof for the shed roof. The walls of the shed shall extend and connect to the bottom of the carport trusses (rafters). Such shed shall be located in the rear portion of the carport, constructed of wood, sided and painted to match the home. Sheds shall

have at least 6" eaves on all sides. The shed doors shall be pre-hung raised panel steel doors that swing out and preferably into the "breezeway" area between the shed and the home. Homeowner's shed shall be completed **concurrently with** the completion of the **carport**. Generally free standing or prefabricated sheds will not be allowed however the Park reserves the right to permit them if circumstances of the lot and home features merit such exception, in the sole opinion and discretion of the Park.

- 10.10 **LANDSCAPING.** Weather permitting, Homeowner shall complete landscaping their lot within **60 days** following completion of sections 3.5 through 3.9 above, pursuant to the Landscaping Standards (see section 2.1.A.) and per the site plan approved by the Park. Notwithstanding the aforesaid, Resident may be required to complete such landscaping on a sooner time frame and/or meet other conditions as set forth by the local government.
- 10.11 **RAIN GUTTERS.** Homeowners shall install continuous metal rain gutters and downspouts, and rain drains to serve all drip lines of the home, shed and carport (garage). The rain drains shall be constructed of 3" rigid ABS pipe which is connected to (in order of preference) a weep hole in the curb in front of the lot, a "bubbler" (a reverse functioning drain box) located at the curb, or a French drain. The aforementioned rainwater disposal systems shall be completed within **60 days** of the home's arrival in the Park.

Section 11 Utilities

- 11.1 **GARBAGE.** Garbage collection services are the Resident's responsibility. Resident shall arrange for garbage collection/pick-up on a weekly basis, unless otherwise arranged by Park on Resident's behalf and expense. Garbage and recycling containers, except for the day of collection are to be stored inside of the Resident's storage shed, garage or home. Resident shall not allow loose garbage to collect or scatter in the Park. When drop boxes are provided for Residents' occasional use, Resident shall heed manager's instructions, agree not to overload drop box, fill from the back end first, not to dispose of tires, paint or other hazardous materials and acknowledge that drop boxes are provided as a courtesy and are available on a first come first use basis and may not accommodate all of Resident's disposal needs.
- 11.2 **WIRE UTILITIES.** Resident shall contract directly with the telephone and cable television provider for any such service that Resident desires. Such are the providers and maintainers of such services, respectively. The Park has no interest in, service or maintenance responsibility for these utilities.
- 11.3 **PIPE UTILITIES.** Each lot has its own individual water meter and receives water and sewer services from a public agency. Sometimes, the Park may receive water via a "master meter" or other services from the public agency in bulk wherein the Park will in turn bill at cost based upon consumption if metered, or a formula commonly utilized by such agency. Resident agrees to pay for all such utility services whether determined and read by the Park or such utility provider. The Park is not responsible for water quality or pressure. Natural gas service is not available in the Park. Other than in when affixed to an RV, propane or LP gas tanks and cylinders greater than 5 gallon in size, are not allowed.
- 11.4 **MAINTENANCE & PROPER USAGE.** Resident shall not flush paper towels, sanitary napkins or other such items that may block or interfere with the good working condition of the sewer system or that is considered hazardous, toxic or caustic, including but not limited to grease, motor oil, transmission fluid, antifreeze, battery acid, etc. Any expense in cleaning or repairing the sewer line caused by Resident's negligence or misuse will be charge to Resident. Resident is also responsible to maintain the integrity and easy access to the water meter and box. Plantings, bark mulch, gravel, etc. should not cover or impair access to the box. Furthermore, storm water and landscaping irrigation water should be directed away from said water meter box. Resident will be charged for the dig out, cut out, destruction or replacement of any box, cover, lid or meter.

Section 12 Sale of Manufactured Home

The provisions of this Section shall survive Lessee's residency in the Park and the term of all agreements executed between Resident and the Park:

- 12.1 **FOR SALE SIGNS.** A "For Sale" sign not exceeding 18" x 24" may be displayed on each side of the home that faces the street. An "Open House" sign may be posted at each corner from each entry directly to the home during the hours that the home is held open for public viewing, only. The Park reserves the right to revoke permission to place "Open House" signs within the Park, at anytime without cause and may, as circumstances warrant in the sole opinion and discretion of the Park, revoke permission to hold an *open house*.
- 12.2 **HOME TO REMAIN.** The Park reserves the right to approve or disapprove of any prospective purchaser of the home, if the home is to remain in the Park. The current Resident will continue to be responsible for all provisions of the Lease Agreement and the Rules and Regulations, regardless of whether or not Resident is currently living in home, until such time as the prospective purchaser has been approved and assumes said responsibility.
- 12.3 **HOME TO BE REMOVED.** Resident is responsible for all damage during the removal of the home and shall promptly reimburse the Park for any expense or loss incurred by the Park as a result of damage to any site improvements on lot, landscaping, curbs, streets, sidewalks, common areas, utilities and/or any neighboring property(s).
- 12.4 **SITE IMPROVEMENTS.** All landscaping and site improvements made to or upon the lot, except as otherwise specifically agreed to in writing between Resident and the Park, shall, upon termination of tenancy, become property of the Park. However, the Park reserves the right to require all permanent structures erected on Resident's lot, includ-

ing landscaping and soil excavations, be removed and/or repaired at Resident's expense when Resident moves from Park.

- 12.5 **FORWARDING ADDRESS.** Resident (and former Resident as applicable) agrees to promptly provide its new address and telephone number to the Park as soon as that information is known, for the express purpose of concluding the parties mutual business.

Section 13

Fines, Fee's, Fixed Charges and Utility Pass Through

- 13.1 Resident agrees to pay such fine, fee, charge, and utility pass-through as assessed by the Park together with Resident's upcoming rental payment.
- 13.2 See the "Fixed Charge & Fine Schedule" attached to the Lease.
- 13.3 Resident's payment of an assessed fine, fee, fixed charge, and utility pass-through when due and payable is a condition of occupancy, and failure of Resident to pay such when due is a basis for termination of the Lease Agreement.

Section 14

Dispute Resolution

- 14.1 These Rules and Regulations are conditions pursuant to which Resident may occupy the Park. The Park may enforce Rules and Regulations that are conditions of occupancy by terminating the Lease Agreement of the Resident who violates a rule or regulation. As an alternative to terminating the Lease Agreement, the Park may impose a monetary fine on a violating Resident in accordance with the dispute resolution process set forth in this section.
- 14.2 The dispute resolution process set forth in this section applies to disputes between Resident and the Park about certain of Resident's and the Park's obligations under the Lease Agreement and the Rules and Regulations. The process is intended to serve as a vehicle for resolution for the minor disputes that commonly arise from time to time between the Owner (and/or manager) and the Residents with respect to maintenance of premises, Resident's conduct (including pets, guests and invitees) that may disturb other Residents and similar disputes. The process applies to all disputes arising in connection with the Lease Agreement or these Rules and Regulations, except for the types of disputes specifically excluded hereafter.
- 14.3 The dispute resolution process does not apply to the following disputes:
- A. any matters excluded by law;
 - B. monetary disputes including but not limited to rent, rent increases, nonpayment of rent, fines, permits, charges., utility charges, late charges, Non-Sufficient Funds charges, interest, legal fees, maintenance charges, landscaping charges, additional occupant charges, pet charges, vehicle charges, vehicle violations, driving violations and/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 entitle to an award of attorney's fees, or the like);
 - D. any claim for damages (which is otherwise subject to the process) where damages are reasonably anticipated to exceed \$2,000.00);
 - 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 Resident;
 - G. term of the Lease Agreement and the renewal of the lease term;
 - H. sale of the manufactured home by Resident and/or the Park's acceptance of the prospective purchaser as a resident;
 - I. disputes which involve a Resident whose tenancy has be terminated by the Park;
 - J. sale or closure of the Park, in part or entirety;
 - K. matters for which a 24 hour notice, 72 hour notice or 144 hour notice could be issued.
- 14.4 The dispute resolution process is to be used for disputes between Resident and the Park and not disputes between residents in the Park.
- 14.5 The dispute resolution process works as follows:
- A. A party (Resident or Owner) initiates dispute resolution by giving written notice to the other party, in accordance with the Lease Agreement, of its desire to resolve a dispute by the dispute resolution process. The notice must specify that portion of the Lease Agreement or Rules and Regulation with which the dispute is concerned and offer two reasonable alternative dates/times in the following fifteen (15) day period when the party will be available to discuss resolution of the dispute. If notice is given by Resident, it must also specify how Resident proposes to resolve the dispute. If given by the Park, the notice must also specify what action the Park proposes to take. If the action by the Park is an assessment of a fine, the notice must specify the per day amount of the fine to be assessed.
 - B. After receipt of such notice, 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 of the affected Residents in the Park and of the Owner. If the dispute has not been resolved within the 15 days of the date that the written notice having been sent, the dispute resolution process will be considered to be at the end, and either party may request arbitration as set forth in Section 15 below.

14.6 Notwithstanding any other provision of the Lease Agreement of these Rules and Regulations to the contrary, neither Resident nor the Park will be entitled to an award of attorney's 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 process in which representation of a party by an attorney will be necessary in order to effectively present that party's position.

**Section 15
Arbitration**

15.1 If the dispute resolution process set forth in Section 14 above is not successful, either party may seek arbitration in accordance with the provisions of ORS 36.300 - 36.355, as outlined below:

- A. **SELECTION OF ARBITRATOR.** Both parties shall attempt to agree on a single Arbitrator. If the parties are unable to do so, then each party shall select their own Arbitrator who shall then elect a third Arbitrator to arbitrate the issue. All cost of arbitration and the Arbitrator will be shared equally by both parties.
- B. **HEARING.** The Arbitrator(s) will conduct an arbitration hearing after giving both parties reasonable time to prepare for the hearing. The Arbitrator will select both the time and place of the hearing and serve notice on both parties of the said time and place.
- C. **DECISION.** Within thirty days of the arbitration hearing, the Arbitrator(s) shall render a decision and serve written notice of said decision on all parties. The Arbitrators decision will be binding and final.

Section 16

Termination of the Lease Prior to End of Term

16.1 The Lessor may terminate the Lease Agreement by giving Resident written notice, with cause, of said intent to terminate, not less than thirty (30) days prior to the date designated in such notice for termination, or sooner as provided for by law, if Resident (including Resident's guests and/or invitees):

- A. Violates a law or ordinance which relates to Resident's conduct as a resident in the Park; or
- B. Violates a rule or regulation as promulgated by the Park; or
- C. Violates any provision of the Lease Agreement; or
- D. Fails to pay rent, utilities, personal property taxes on Resident's home, fines, assessments or other charges when they are due; or
- D. Any other cause stated in Oregon Revised Statutes as they apply to Landlord and Tenant Laws.

Section 17

Amendment Of Rules

17.1 The Park reserves the right to set policy, amend, revise and/or add additional rules and regulations pursuant to Oregon law.

Section 18

Waiver of Rules

18.1 No failure of the Park to enforce any 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 19

Partial Invalidity

19.1 If any term or provision of these Rules and Regulations or any document referred to in the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this or 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 or the other document shall be valid and enforced to the fullest extent permitted by law.

IMPORTANT NOTE: These Rules and Regulations are an integral part of your Lease Agreement. Violation of the Rules and Regulations can result in the termination of your tenancy. For purposes hereof, the word *Resident* is synonymous with "Tenant", "Homeowner" and/or "Lessee", and the words "Lessor", "Park" and/or "Owner" are synonymous with the word *Landlord*. **Bold face** words and headings are inserted for the ease of reading but are not intended to limit the scope of that heading solely to that section.

Resident acknowledges that Resident has read and understands these Rules and Regulations and that the Park has given a copy of them to Resident.

The undersigned accepts and agrees to these Rules and Regulations effective the date set forth below.

RESIDENT(S)

_____ Date _____

_____ Date _____