

# ADDENDUM TO RENTAL AGREEMENT COVENANT FOR



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**IMPORTANT NOTE:** These Rules and Regulations are an integral part of your Rental Agreement. Violation of the Rules and Regulations can result in the termination of your tenancy.

**Section 1**  
**DEFINITIONS**

- 1.1 COMMUNITY: These Rules and Regulations apply to the manufactured housing COMMUNITY commonly known as The Meadow, which is referred to in these Rules and Regulations as “COMMUNITY”.
- 1.2 OWNER: The owner/operator/landlord for COMMUNITY will be referred to in these Rules and Regulations as “OWNER”.
- 1.3 MANAGER: The on-site manager for COMMUNITY will be referred to as “MANAGER”.
- 1.4 HOMEOWNER(S): The owner of an individual MANUFACTURED HOME or dwelling who is also a park resident or tenant and who rents or leases a lot in the COMMUNITY from OWNER will be referred to in these Rules and Regulations as “HOMEOWNER” or “HOMEOWNERS”.
- 1.5 MANUFACTURED HOME(S): The MANUFACTURED HOME(S) or manufactured housing structures which the HOMEOWNER place on lots they rent from OWNER in the COMMUNITY will be referred to in these Rules and Regulations as “MANUFACTURED HOMES” (or singularly, as “MANUFACTURED HOME”).
- 1.6 HOME SITE or LOT: The individual MANUFACTURED HOME lots in the COMMUNITY rented to HOMEOWNERS by OWNER will be referred to in these Rules and Regulations as “Home Site” or “Lot”.
- 1.7 RENTAL AGREEMENT: 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 “Rental Agreement”.

**Section 2**  
**GENERAL**

- 2.1 Manager’s Authority: Any actions required to be taken by OWNER pursuant to these Rules and Regulations may, unless otherwise specified, be taken by the MANAGER appointed by OWNER to act as OWNER’S representative in connection with COMMUNITY.
- 2.2 Written Consent: Any approval, consent or waiver which these Rules and Regulations require to be obtained from OWNER, MANAGER or COMMUNITY must be obtained in writing, signed by OWNER, MANAGER or COMMUNITY, and prior to doing the act for which approval, consent, or waiver is to be obtained, particularly, but without limitation, prior to the initiation of any construction. Neither this paragraph, nor any other terms and conditions set forth in these Rules and Regulations which discuss written consent, shall be construed as an

obligation to provide any such consent to HOMEOWNER, nor may consent be withheld for any lawful reason.

- 2.3 Compliance with Laws: Any actions with which these Rules and Regulations deal, must be taken in accordance with all federal, state and local laws, regulations and ordinances, in addition to meeting the requirements of these Rules and Regulations.
- 2.4 Alterations: Any alterations to the MANUFACTURED HOME or improvements on the lot (including painting, color scheme changes, name signs and the like) constructed on HOMEOWNER'S lot must have prior written approval of OWNER, whether those alterations or improvements are required by the site Rental Agreement or these Rules and Regulations and whether or not they are voluntarily proposed by HOMEOWNER. Improvements or alterations must be completed by the HOMEOWNER or a licensed, bonded and insured contractor.
- 2.5 Failure to Complete: If HOMEOWNER fails to complete improvements, do maintenance, or otherwise take some action required by these Rules and Regulations, OWNER has the option (but not the obligation) to undertake that action for HOMEOWNER at HOMEOWNER'S sole expense. If OWNER undertakes any action, pursuant to this paragraph and incurs any expenses, then HOMEOWNER shall reimburse OWNER'S expenses, upon demand for reimbursement by OWNER.
- 2.6 Option to Undo: If HOMEOWNER takes some action not in compliance with these Rules and Regulations (including, without limitation, constructing an improvement without approval), OWNER has the option of undoing what the HOMEOWNER has done. If OWNER exercises any of these options given, HOMEOWNER shall be responsible to OWNER for OWNER'S expenses in doing the work.
- 2.7 Non-Discrimination: OWNER will not discriminate on the basis of any protected class status, including, without limitation, race, color, sex, marital status, familial status, religion, national origin, or handicap, in violation of any city, state, or federal law. In determining how to meet this promise, OWNER will follow precedent under appropriate city, state, and federal laws.
- 2.8 Security: OWNER does not provide a security patrol or security system. HOMEOWNERS are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. HOMEOWNERS observing any suspicious or illegal acts are requested to notify the OWNER, MANAGER and/or the police department. If OWNER later elects to provide a security patrol or security system, this is for the parties' convenience only. OWNER may terminate said patrol or system, at any time, without liability to HOMEOWNER.
- 2.9 Addendum: These Rules and Regulations constitute an Addendum to that Rental Agreement entered into by and between the OWNER and HOMEOWNER for the site, on or about the date of execution of these Rules and Regulations. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Rental Agreement, this Addendum shall control.
- 2.10 Non-Waiver: Failure of OWNER at any time to require performance of any Rule or Regulation contained herein shall not limit the right of OWNER 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 the Rule or Regulation itself or any other Rule or Regulation.

### **Section 3**

#### **MANUFACTURED HOME SET-UP**

- 3.1 Site Preparation: OWNER is not responsible for top soil placement, site preparation, foundation stability, final grading, setting/settling drainage, gravel, or relocation of any utilities, unless otherwise agreed to in writing by OWNER.
- 3.2 Space Condition/Advice: HOMEOWNER agrees that HOMEOWNER has examined the condition of the lot and is aware of its condition and, unless otherwise prohibited by law, accepts said space “as is” and “with its faults”. HOMEOWNER further states that HOMEOWNER has not relied on OWNER/MANAGER/COMMUNITY for advice concerning the installation of the MANUFACTURED HOME and has relied and discussed such installation with a MANUFACTURED HOME dealer or contractor and is relying on the skill, experience and judgment of the MANUFACTURED HOME dealer or contractor.
- 3.3 Notification: HOMEOWNER will give OWNER no less than 72 hours’ notice prior to bringing HOMEOWNER’S MANUFACTURED HOME into COMMUNITY for set-up. Upon arrival, OWNER will instruct HOMEOWNER and HOMEOWNER’S driver on where to park the MANUFACTURED HOME pending set-up.
- 3.4 Siting/Positioning: Prior to siting any MANUFACTURED HOME in COMMUNITY, HOMEOWNER shall communicate and coordinate with the MANAGER, so as to ensure that the MANUFACTURED HOME is located in/on the position on the space as designated by MANAGER. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. HOMEOWNER will be responsible for obtaining a placement permit and 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, in complete compliance with MANAGER’S instructions, the RENTAL AGREEMENT, these Rules and Regulations, and all applicable laws.
- 3.5 Registration/Proof of Ownership: 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 the MANUFACTURED HOME is 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, dimensions and any identification numbers.

HOMEOWNER will provide OWNER with proof of ownership for the MANUFACTURED HOME occupied by HOMEOWNER consisting of (a) copy of bill of sale for MANUFACTURED HOME prior to move-in and/or occupancy, and (b) copy of title and vehicle I.D. information from DMV within sixty (60) days after move-in.

- 3.6 Homeowner's Responsibility: All aspects of MANUFACTURED HOME siting and set-up, including permits, 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.
- 3.7 Damage: HOMEOWNER, and HOMEOWNER'S AGENTS, is/are responsible for any damage caused to their lot, streets, and/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 damages or losses suffered as a result of any such damage.
- 3.8 Connections: HOMEOWNER is responsible for connecting the MANUFACTURED HOME to the sewer and water lines with rigid pipe in conformity with applicable laws. The MANUFACTURED HOME must be placed on the lot so as to cover or enclose sewer and water connection, as required by law.
- 3.9 Towing Hitch: HOMEOWNER must remove any towing hitch within thirty (30) days after the MANUFACTURED HOME is placed on the lot.
- 3.10 Steps: Temporary steps must be removed within thirty (30) days of set-up and replaced with permanent steps.
- 3.11 Occupancy: HOMEOWNER shall not move into or occupy their MANUFACTURED HOME for any period of time until siting and set-up have been completed and approved by OWNER and the HOME has passed placement permit final inspection.

#### **SECTION 4**

#### **MANUFACTURED HOME STANDARDS**

- 4.1 Purchase Agreement/Required Improvements: 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 in these COMMUNITY Rules and Regulations. More specifically, but without limitation, each MANUFACTURED HOME must have skirting, decking, awnings, carport or garage and storage building that conform with these Rules and Regulations. In those cases where a HOMEOWNER is moving a qualifying MANUFACTURED HOME into the COMMUNITY that is not a new purchase, the HOMEOWNER shall provide to OWNER a photograph, together with a complete descriptive information, identifying the location of exterior doors and windows and the size and material of all improvements that will be sited in the COMMUNITY. All MANUFACTURED HOMES must have a gable roof with a minimum 3/12 roof pitch. All MANUFACTURED HOME roofs must have composition asphalt shingles or the equivalent with a gable profile.
- 4.2 Owner's Written Consent: No permanent alterations are to be made to the MANUFACTURED HOME, MANUFACTURED HOME space, or other appurtenances, accessories or structures located on the space, without the prior written approval of OWNER

(including painting, color scheme changes, etc.) The OWNER reserves the right to approve or deny any exterior accessory or structure added to the MANUFACTURED HOME or placed on the MANUFACTURED HOME space prior to 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 require that all permanent structures erected by a HOMEOWNER be removed at the HOMEOWNER'S expense when the HOMEOWNER moves from the community.

- 4.3 Compliance with Laws: All MANUFACTURED HOME, accessories, alterations and additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.
- 4.4 Written Approval/Set Back Requirements: No MANUFACTURED HOME, accessory structure or addition, including awnings, decks, etc., may be placed without the prior written approval of OWNER and must meet all set back requirements established by the OWNER and any applicable laws. HOMEOWNER shall request information regarding set back requirements from OWNER, prior to any placement contemplated by this paragraph.
- 4.5 Windows: All MANUFACTURED HOMES must have two windows 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 install landscaping acceptable to OWNER across the front of the home to visually compensate for the lack of window space. The window(s) facing the street must have trim or shutters painted a complimentary color.
- 4.6 Width/Age: All MANUFACTURED HOMES moving into COMMUNITY must be a minimum of 24' wide and must be approved by MANAGER prior to move in. A MANUFACTURED HOME will normally not be accepted if it is more than three years old as of the date of move-in. MANAGER reserves the right to refuse admission to any MANUFACTURED HOME for which (a) COMMUNITY standards are not met or (b) the condition or appearance of the MANUFACTURED HOME has been misrepresented.
- 4.7 Exterior: All MANUFACTURED HOMES are required to have wood, hard board, or vinyl siding. Skirting must be painted/stained to match 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. Brick or rock skirting is also acceptable. Skirting must be continuous, and any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up. Corrugated metal, vinyl or fiberglass skirting is NOT allowed. All skirting must have an access panel (minimum dimension 18" X 24") that does not require tools for opening or closing. Nothing contained herein shall diminish any other rules or regulations regarding skirting requirements that pertain to access to the area beneath the MANUFACTURED HOME by OWNER, HOMEOWNER, or as required by any applicable law.
- 4.8 Space Number: Each HOMEOWNER is responsible for installing the space number of their MANUFACTURED HOME on the front side of the home approximately five (5) feet above ground level and visible from the street.



- 4.9 Installation/Construction: HOMEOWNER shall install or construct, on the site, the following within thirty (30) days of set-up of HOMEOWNER'S MANUFACTURED HOME:
- a. Skirting as described in section 4.7 above.
  - b. Pre-painted continuous aluminum or galvanized metal gutters and downspouts on home and carport, connected by underground 3" rigid or corrugated pipe to the curb. Gutters must have a top opening (width) of at least five (5) inches, be constructed of continuous metal fabrication and be either white or a color which matches the home or trim.
  - c. Two above ground frost free hose bibs, one on each side of the MANUFACTURED HOME.
  - d. A storage building:
    - i. Not smaller than 8' X 8' or larger than 8' X 12', unless HOMEOWNER first procures OWNER'S written approval of a smaller or larger storage building.
    - ii. Constructed of wood and painted to match the MANUFACTURED HOME.
    - iii. With a roof with asphalt shingles compatible with the color and style of the MANUFACTURED HOME.
    - iv. Placed at the back end of the carport/driveway.
  - e. A minimum 150 square foot concrete patio. However, all concrete patios larger than 150 square feet must be preapproved, in writing, by MANAGER, which said consent may be withheld for any reason.

- 4.10 Decks: Decks must be installed within thirty (30) days following set-up of the MANUFACTURED HOME unless other arrangements have been made and approved in writing with OWNER. All MANUFACTURED HOMES must have decks no smaller than specified below, unless otherwise approved by OWNER in writing. Exceptions to minimum size requirements may be approved by OWNER in writing, at OWNER'S sole option, if HOMEOWNER'S site will not accommodate structures of the stated dimensions.

All plans for decks must be presented to OWNER, for OWNER'S approval, prior to installation and construction.

Minimum Deck Sizes:

- Front Door Deck: 4' X 4'.
- 6' X 8' of continuous deck.
- Back Door Deck: 3' X 3'.

Owner may agree to elimination of the front door awning, but such agreement must be in writing at the time of move-in.

- 4.11 Decks/Porches/Skirting: 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 skirting must be continuous and have an access panel (with minimum dimensions of 18" by 24"), and the access panel shall not require tools for opening or closing. All decks, porches and steps must have hand rails. Vertical slats/railings made of 2" X 2" material on 4" centers must be installed between the top of the railing and the deck and step treads. Decks must be constructed of 2" X 4" or 2" X 6" pressure treated/weatherized wood.
- 4.12 Awnings: Awnings must be installed within thirty (30) days following set-up of the MANUFACTURED HOME unless other arrangements have been made and approved in writing with OWNER. All plans for awnings must be presented to OWNER, for OWNER'S approval, prior to installation and construction. Corrugated metal or fiberglass awnings are not allowed.
- 4.13 Carport/Garage: Any carport must be constructed out of wood, have a 3-tab composition shingle roof compatible with the look, color and style of the MANUFACTURE HOME; be designed and painted (including underneath side) to match the MANUFACTURED HOME; and be approved by OWNER in writing prior to its construction. Corrugated metal or fiberglass carports are not allowed. The carport must be a minimum of 12 ½ feet wide and 28 feet long, unless (a) the terrain or the lot size or shape limits the carport size to a narrower width, and (b) HOMEOWNER has first procured OWNER'S written consent to alternative dimensions.

A Garage may be constructed in lieu of a carport but must be the same color and material used on MANUFACTURED HOME, and must otherwise meet all of the requirements set forth in the preceding paragraph with regard to construction, materials and appearance. Garage plans must be approved by OWNER in writing prior to construction.

HOMEOWNER'S cannot construct, maintain or have both a carport and a garage on the site.

Carports or garages must be installed within forty five (45) days following set-up of the MANUFACTURED HOME unless other arrangements have been made in writing with OWNER.

- 4.14 Plumbing: 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 maintained in good working order at all times
- 4.15 Landscaping: Prior to the siting 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 COMMUNITY until the space landscaping plan has been approved by OWNER. Not later than ninety (90) days following move-in, each new homeowner shall be required to install sufficient landscaping so as to meet the minimum landscape standards set forth below.



- a. Landscape Plan with Front Yard Lawn (“street” side and “front door” side of home): If the homeowner elects to install a lawn, then 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 24” wide planting bed must be installed across the front of the 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. Landscape Plan without Front Yard Lawn: If a HOMEOWNER elects not to install a lawn in their front yard, then HOMEOWNER must install acceptable alternatives, with prior approval from OWNER, and which include weed barrier fabric covered with decorative rock or bark mulch together with a minimum of not less than fifteen (15) evergreen shrubs measuring 18”-20” or in 3-5 gallon containers plus not less than eight (8) 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 must be kept weed free at all times
- c. All HOMEOWNERS are required to landscape and maintain the yard area, including the area next to their driveways that lies within the boundary of their space. HOMEOWNERS are encouraged to install landscaping on their neighbor’s lot or may make arrangements with their neighbor to allow the neighbor to improve and /or maintain the landscaping in this area if both parties agree.

4.16 Reasonable Modifications: 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.

4.17 Excavation /Utilities: Due to the existence of underground utilities, no excavation of any kind shall take place until and unless the park has been notified and the excavation activities have been planned in such a manner so as to avoid damaging or disrupting utilities.

## **SECTION 5**

### **MANUFACTURED HOME AND LOT MAINTENANCE**

5.1 Exterior Maintenance: HOMEOWNER is responsible for maintaining and keeping clean and in good repair the exterior of the MANUFACTURED HOME, as well as all appurtenant structures, including, without limitation, decks, patios, landings, steps, awnings, hand railings, storage building(s), sheds, carports, garages and fences at all times. All wooden structures such as decks, hand railings, storage buildings, etc., shall be painted as necessary to prevent their visual and/or physical deterioration.

5.2 Landscape Maintenance: HOMEOWNER is responsible for maintaining all lawn areas, including flowers, shrubbery and trees within their space. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds and watered as necessary. If the landscaping is not properly maintained, OWNER may, but is not required to, perform or have performed whatever landscape maintenance may be required and charge the HOMEOWNER directly.

All landscape installations shall remain in/on the space upon termination of the tenancy, and HOMEOWNER shall not remove any landscaping items without OWNER’S prior consent.

All landscaping improvements made to the space as permitted by this Agreement shall, upon termination of tenancy, become property of OWNER unless agreed upon in writing to the contrary.

- 5.3 Absence: In the event HOMEOWNER is absent for a period of 14 or more consecutive days, and then HOMEOWNER shall be responsible for arranging for the care and maintenance of HOMEOWNER'S space during the absence.
- 5.4 Live Fences: Live fences (e.g., laurels, arborvitae, photinia, boxwood, or analogous hedge plants) shall not exceed 60" high. All live fences must be approved in writing by OWNER prior to installation. HOMEOWNER is responsible for maintaining any live fences located on HOMEOWNER'S lot. Homeowner is responsible for repairs for any damage caused by HOMEOWNER to common area perimeter fences on HOMEOWNER'S lot. Live fences shall be constructed and installed so as to leave clear access for electric and/or gas meters to be read. Live fences shall not extend into or intrude into other tenant's sites or common areas. **All fencing other than live must be removed from home site upon resale.**
- 5.5 Cleanliness: Common areas, driveways, streets and HOMEOWNER'S spaces, including porches and decks are to be kept clean and free from trash and litter at all times. Personal property must not be left in the streets. Gardening tools, outdoor equipment, and all other personal property must be stored in the shed and out of sight from the street, except as otherwise allowed by these Rules and Regulations.
- 5.6 Personal Property: Notwithstanding the restrictions set forth in section 5.5, furniture left outside a home shall be limited to items commonly accepted as outdoor furniture or patio furniture. Storage of any type beneath the mobile home including material of any hazardous or explosive materials is prohibited. Standard patio furniture and park approved storage cabinets will be permitted to be present, as long as said items are maintained so as to display a clean and neat external appearance. No household appliance, exercise equipment or upholstered furniture shall be placed outside the MANUFACTURED HOME. No boats, travel trailers, all-terrain vehicles, jet skis, wave skis, unmounted campers or similar items shall be stored at spaces or parking areas. If HOMEOWNER runs into any special storage problems, then HOMEOWNER should discuss the same with MANAGER.
- 5.7 Stoves/Fireplaces: Wood burning stoves/fireplaces and pellet burning stoves/fireplaces are expressly prohibited in COMMUNITY.
- 5.8 Clothes Lines/Poles: Clothes lines or clothes line poles are expressly prohibited in COMMUNITY. Clothing, linens, rugs, etc., are not to be draped over deck or porch railings or otherwise left outside the MANUFACTURED HOME or on the lot.
- 5.9 Play Equipment/Hot Tubs: HOMEOWNER may erect play equipment in HOMEOWNER'S backyard with OWNER'S prior written permission. However, all play equipment must be located behind the MANUFACTURED HOME and within the designated boundaries of the HOMEOWNER'S lot. HOMEOWNER assumes responsibility for maintaining HOMEOWNER'S playground equipment in good, serviceable condition, devoid of any defects or hazards, and agrees to remove the equipment when the tenancy is terminated. Permission to have play equipment on the lot is subject to revocation at any time if OWNER

determines that the equipment is in need of repair, is defective, or presents any hazard(s). Above ground hot tubs/spas are permitted only with written permission from OWNER, must have locking covers on them, and must remain locked when not in use. All above ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. HOMEOWNER agrees to defend, hold harmless, and indemnify the OWNER and OWNER'S Agents from and against any and all claims, suits, damages and actions resulting from HOMEOWNER'S play equipment, hot tubs and spas.

- 5.10 Pools: No pools, of any nature whatsoever, shall be temporarily or **permanently installed** in or on HOMEOWNER's lot.
- 5.11 Holiday Decorations: HOMEOWNER must remove (take down) any holiday decorations from their MANUFACTURED HOME within thirty (30) days after the celebrated holiday.
- 5.12 Backboards: Backboards shall not be temporarily or permanently installed in, on or upon carports, awnings, or other structures located on the HOMEOWNER'S lot. Portable backboards/stands are not allowed in the COMMUNITY.
- 5.13 Window Coverings: HOMEOWNER is responsible for installing, maintaining, and keeping clean and in good repair approved window coverings which include curtains, drapes, shutters or blinds, etc., in all windows of the home. Unapproved window coverings are not allowed. Unapproved window coverings include, but are not limited to, sheets, blankets, table cloths, and plastics, and analogous window coverings.
- 5.14 Exterior Window Blinds: Exterior window blinds are only allowed with the prior written permission of OWNER. However, bamboo or reed exterior blinds are NOT allowed. Exterior blinds must be of a color that matches the exterior siding or trim color and must be maintained by the HOMEOWNER in clean, tidy, undamaged, and serviceable condition at all times.
- 5.15 Air Conditioners: Window air conditioning units are not allowed in windows that can be seen from any street.
- 5.16 Reasonable Modifications: OWNER reserves the right to make reasonable modifications to the MANUFACTURED HOME lot maintenance and standards rules identified herein to accommodate special circumstances which may be dictated herein by the terrain of the COMMUNITY or individual spaces/lots.

## **SECTION 6**

### **HOMEOWNERS AND GUEST**

- 6.1 Occupancy: The monthly rental rate agreed on in the Rental Agreement is based on occupancy of the MANUFACTURED HOME by the person identified in the agreement. **Any additional occupants must be screened, approved by OWNER, and added to HOMEOWNER'S Rental Agreement, prior to any additional occupants moving into HOMEOWNER'S HOME.**

- 6.2 Homeowner Responsibility: HOMEOWNER is responsible for the actions of other occupants of MANUFACTURED HOME, guests, licensees and invitees.
- 6.3 Pond: Unless otherwise prohibited by law, persons of less than twelve (12) years of age must be attended by an adult around the pond area. Wading or swimming in the pond is not allowed at any time. There is no lifeguard on duty and no security provided.
- 6.4 Commercial Activities: No commercial activity, trade or business may be conducted out of HOMEOWNER'S MANUFACTURED HOME or on HOMEOWNER'S lot, if said activity, trade or business involves the delivery of goods or products to or from the HOME and/or customer, employee, or other support personnel visits to the HOME. Babysitting, whether or not performed for consideration, shall be considered a commercial activity, trade or business, for purposes of this paragraph.
- 6.5 Obnoxious Activity: No one will carry on any obnoxious or offensive activity which OWNER believes is or may become an annoyance or nuisance to COMMUNITY.
- 6.6 Guests: Guests are defined as anyone staying in the MANUFACTURED HOME who is not listed in the Rental Agreement. For purposes of this section, "staying in the MANUFACTURED HOME" (a) means presence in or at the MANUFACTURED HOME for a substantial amount of time, whether during the day or overnight, (b) applies to guests, relatives and babysitters, and may (but does not necessarily) include receipt of mail at the MANUFACTURED HOME (or, if applicable, the MANUFACTURED HOME'S mailbox). Guests shall not stay overnight in the MANUFACTURED HOME, unless HOMEOWNER is present. Notwithstanding the foregoing comment, guests of HOMEOWNER shall not remain in COMMUNITY for more than fourteen (14) days (whether consecutively or cumulatively) in any twelve month period unless written authorization is received from OWNER. HOMEOWNERS are responsible for their guest's actions.

Guests desiring to become residents of the MANUFACTURED HOME must apply for residency, and shall be subject to OWNER'S approval. Under such circumstance, the basic criteria used by OWNER for screening the guest's application for tenancy are as follows: (a) prior rental reference, (b) credit references, (c) employment status, (d) ability to pay rent and other expenses arising under the Rental Agreement with the park, (e) criminal records (including indictments and convictions), (f) the availability of information required under the parks application for tenancy, and (g) the guest's willingness to enter into a Rental Agreement with the park. Additional criteria may be established, implemented and enforced by Owner.

- 6.7 Quiet Use and Enjoyment: HOMEOWNER and his/her guest's shall respect the quiet peace and enjoyment of COMMUNITY of all other tenants and guests. Neither HOMEOWNER nor guests shall cause unreasonably loud or disturbing noise through parties, radio, televisions, stereo equipment, musical instruments, chain saws, motorcycles, automobiles, pets, or other loud items or activities. Drunk, intoxicated or disorderly conduct is expressly prohibited. In addition to the foregoing restrictions, there is a noise abatement curfew from 10:00 p.m. until 7:00 a.m. The OWNER or MANAGER is the sole determiner of what is unreasonably loud or disturbing noise or activity (ies).

- 6.8 Contact Person: HOMEOWNER will provide OWNER with the name of a person to be contacted in the event of an emergency or HOMEOWNER'S death.
- 6.9 Proof of Insurance/Taxes: HOMEOWNER will provide OWNER with proof of insurance and proof of good standing with county showing that personal property taxes have been paid for the MANUFACTURED HOME for the current personal property tax year at the commencement of the tenancy and at the request of OWNER anytime thereafter. Failure to promptly provide such proof to OWNER shall constitute a material default in the performance of HOMEOWNER's obligations and a material violation of these Rules and Regulations.
- HOMEOWNER shall make OWNER a co-insured for the purpose of receiving notice in the case of cancellation of OWNER'S insurance.
- 6.10 Garage Sales: Two annual COMMUNITY garage sales will be permitted for all HOMEOWNERS in the COMMUNITY on two predetermined weekends, with one being in the spring, and one in the fall. Said garage sales are a community-wide event. OWNER or MANAGER shall set the dates for the two weekends each year that the COMMUNITY garage sales will take place. Each garage sale is not to last more than one weekend (three days), and OWNER or MANAGER will designate each three day event, in advance. Prior approval must be obtained from OWNER as to which weekends and times each COMMUNITY garage sale is scheduled, in order to prevent interference with other COMMUNITY projects. NO INDIVIDUAL GARAGE SALES ARE ALLOWED.
- 6.11 Mail Tampering: Tampering with mail addressed to others is a federal offense and is basis for eviction.

## **SECTION 7**

### **SUBLETTING AND ASSIGNMENT**

- 7.1 Subletting and Assignment Prohibited: No rental, subletting or assignment of a MANUFACTURED HOME or any part thereof, to anyone other than HOMEOWNER is permitted. MANUFACTURED HOMES must be owner-occupied.
- 7.2 House Sitters: If HOMEOWNER desires to have a non-HOMEOWNER occupy a MANUFACTURED HOME to care for it (i.e., a "house sitter") during an absence by HOMEOWNER in excess of 14 days in any calendar year, HOMEOWNER shall first seek and procure OWNER'S approval prior to the house sitter occupying the MANUFACTURED HOME.
- 7.3 Caregivers: Reasonable accommodations to these Rules and Regulations may be granted on a case-by-case basis, in conformity with applicable laws.

## **SECTION 8**

### **SALE OF MANUFACTURED HOMES**

- 8.1 Sales Permitted: HOMEOWNERS may leave the MANUFACTURE HOME in the space and sell the MANUFACTURED HOME to a third party, in accordance with the terms and conditions set forth herein, and in conformity with all applicable laws.

- 8.2 Notice of Intent to Sell: HOMEOWNER shall, prior to advertising, marketing or listing the MANUFACTURED HOME for sale, notify OWNER in writing of HOMEOWNER's intent to sell the MANUFACTURED HOME.
- 8.3 Signage: "For Sale" signs may be displayed only in a window and may not be placed anywhere else in, on or upon the MANUFACTURED HOME, site, or COMMUNITY.
- 8.4 Applications: Prospective purchasers of a MANUFACTURED HOME must submit an application for residency and be approved by OWNER prior to occupying any MANUFACTURED HOME in the COMMUNITY. No sale of a MANUFACTURED HOME in COMMUNITY shall obligate OWNER to accept a new purchaser unless an application has been received and approved by OWNER prior to the sale.
- 8.5 Condition of Home: The MANUFACTURED HOME shall be brought up to current COMMUNITY standards, consistent with these Rules and Regulations, at the time of sale and prior to the time any purchaser of new HOMEOWNER moves into the MANUFACTURED HOME.
- 8.6 Debts: Any monies due and owing to OWNER at the time of sale must be paid to OWNER, in full, including, without limitation, rent, late fees, returned check fees, utilities or other amounts or charges.
- 8.7 Non-Waiver: Failure to immediately enforce this rule shall not be construed so as to constitute a waiver or an exception and shall not prevent later enforcement of this rule.

## **SECTION 9 UTILITIES**

- 9.1 Homeowner to Pay: Electrical, garbage, sewer and water services are the responsibility of each HOMEOWNER and are payable by each HOMEOWNER directly to the City for sewer and water service and the utility provider for garbage and electrical service.
- 9.2 Garbage: 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, sealable, fly-tight garbage cans.
- 9.3 Sewage: Paper towels, sanitary napkins and other large items should not be flushed down your toilet. Grease should not be poured down sinks. HOMEOWNER is responsible for cleaning any blockage in a sewer line from the home to the main line servicing the COMMUNITY and will be responsible for any cost associated with repairing the service.
- 9.4 Dishes/Antennas: Unless OWNER is otherwise prohibited by law from enforcing the restrictions set forth in this section, no satellite-type antennas, dishes, cb/home radio antennas or exterior TV antennas are allowed with the exception of a standard size satellite TV dish (hereafter, "dish"), whose location must be unobtrusive, near the rear of the home and pre-approved in writing by OWNER.



Notwithstanding the foregoing terms and conditions, no dish shall be placed or installed, permanently or temporarily, on carports, garages or sheds. Any permissible placement of any dish shall be coordinated with the service provider and OWNER. Written notice from a professional installer and HOMEOWNER is required if reception is not possible unless the dish is installed in a location that is visible from the street. HOMEOWNER agrees to paint the dish to match the home if the dish location is visible from the street. HOMEOWNER is responsible for installation and monthly charges. TV cable service may be provided to each space, but OWNER is not required to provide the same. HOMEOWNER is responsible for monthly cable service charges and hookup charges.

- 9.5 Blockage/Access: 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. HOMEOWNER acknowledges that OWNER may need access to the utility hook-ups under HOMEOWNER'S MANUFACTURED HOME for the purpose of maintenance/installation of utilities. HOMEOWNER expressly grants OWNER permission to remove, replace or customize HOMEOWNER'S skirting to allow maintenance/installation of utility systems under HOMEOWNER'S MANUFACTURED HOME.

## **SECTION 10**

### **PETS AND ANIMALS**

- 10.1 Approval Required: Written approval of OWNER is required as a condition precedent to HOMEOWNER having, keeping or maintaining any pet, service animal or assistance animal. All pets and animals shall be registered with the Park Office and be on a signed Pet Agreement or Animal Agreement. The use of the word, "pet" hereafter is not intended to diminish disabled tenant's rights with regard to service animals or assistance animals. HOMEOWNERS are allowed to have service and/or assistance animals as allowed by law and must provide required documentation.
- 10.2 Limitations/Prohibitions: A maximum of two (2) house pets under thirty (30) pounds at maturity may be allowed, if the HOMEOWNER first obtains prior written permission from OWNER to have said pets. Said permission shall become a part of the Rental Agreement between the OWNER and the HOMEOWNER and a **Pet Agreement** must be completed. Full or mixed breeds of the following dogs are not permitted under any circumstances without exception: Akitas, Alaskan Malamutes, American Bulldog, American Pit Bull Terrier, American Staffordshire, Argentino Fila, Belgian Malinois, Boerboel Dogo, Boxer, Brasileiro Japanese, Bull Mastiff, Cane Corso, Caucasion Shepherd, Chows (Chow Chow), Doberman Pinschers, Dogo de Argentina, Dogue du Bordeaux, English Mastiff, German Shepherds, Great Danes, Huskies, Malamute, Neapolitan Mastiff, Pit Bulls, Presa de Canario, Rottweilers, Saint Bernard, Siberian Huskies, Staffordshire Terriers, Tosa Inu, Wolf-Hybrids, and any dogs containing any of the foregoing breeds. This list of restricted breeds may change without notice. No livestock, dangerous animals, exotic animals, or illegal animals are allowed. Fish (in interior aquariums) and birds (kept inside the MANUFACTURED HOME) may be kept by HOMEOWNER, without first executing a Pet Agreement.
- 10.3 Control: No outside animal runs, houses, or pet living outside of MANUFACTURED HOME are allowed. Pets (including cats) must be kept on the HOMEOWNER'S space and are not

allowed to roam unattended on HOMEOWNER'S lot, COMMUNITY streets, common areas or other HOMEOWNER'S lots. Pets shall not be left leashed or tied up outside a HOMEOWNER'S MANUFACTURE HOME during any period of absence by the HOMEOWNER.

ALL pets (including cats) must be on a leash (NO LONGER THAN 6 FEET) at ALL times when outside the HOMEOWNER'S MANUFACTURED HOME. Loose pets without ID may be picked up and taken to the animal shelter without notice. Pet owners must be with their pets whenever the pet is outside. Pets are not allowed to roam unattended on HOMEOWNER'S lot, Community streets, common areas or other TENANT'S lot. Pets may not be chained outside or left outside for extended periods of time or overnight. Enclosed dog runs and outside cages/carriers are prohibited. No pet food, food dishes, water, or water dishes may be kept outside.

- 10.4 Noisy, unmanageable or unruly pets will not be allowed to remain in the COMMUNITY. Pet-caused disturbances or damages constitute a material violation of these rules and regulations.
- 10.5 Cleanliness: Excreta (pet droppings) must be cleaned up and disposed of promptly by pet owners. HOMEOWNER'S pet must go to the bathroom in HOMEOWNER'S own lot. Pets must stay on the pavement and not go into any building, any other HOMEOWNER'S lot, flowerbeds and grass including the grassy and landscaped common areas of the COMMUNITY. No pet food or dishes may be kept outside and no feeding of any animals is allowed outside.
- 10.6 Identification and Vaccinations: All pets must be licensed with the appropriate local governmental entity and have current vaccinations. All pets must wear an identification tag listing the name and telephone number of the HOMEOWNER and the pet's name.
- 10.7 Additions: All kittens/puppies born in the COMMUNITY shall be removed from the COMMUNITY within twelve (12) weeks of birth, unless approved by OWNER.
- 10.8 Damage/Loss: HOMEOWNER assumes all responsibilities and agrees to defend, hold harmless and indemnify OWNER from and against any actions, suits, claims, and demands including legal fees, costs and expenses arising from damage or injury to any person or property of others including the park by HOMEOWNER'S pet or a pet of a guest. The HOMEOWNER shall be liable for any loss, damage, claims, or liability, including attorney fees (collectively "damages") directly or indirectly caused by the pet. HOMEOWNER must immediately notify OWNER if the pet in any way inflicts any injury to anyone at any time or in any way damages the premises.
- 10.9 Pet Sitting: Pet sitting for any person, other than the HOMEOWNER, is prohibited. In the event any pet visits the COMMUNITY, that pet's owner must be present while the pet is in the COMMUNITY and comply with all COMMUNITY Rules and Regulations. HOMEOWNER will be held responsible for HOMEOWNER'S guest's pet behavior and/or damage.

- 10.10 Disturbance: No pet shall be allowed to disturb the quiet and/or peaceful enjoyment of others. Noisy, unmanageable, or unruly pets that cause complaints and/or damage will not be allowed to remain in the park.
- 10.11 The OWNER may charge homeowner up to the amount of \$50 for each violation of a written pet agreement or violation of the Community Rules and Regulations relating to pets. All fines not paid within ten (10) days may be grounds for termination of tenancy. Notwithstanding the preceding, in the event of a breach of the Pet Agreement, OWNER reserves the right in its sole discretion to: (a) immediately terminate the Pet Agreement and demand removal of the pet(s) and/or (b) terminate the Rental Agreement in accordance with Oregon law. OWNER reserves the right to revoke permission to keep a pet. HOMEOWNER'S failure to remove a pet from the community after notice from the OWNER to do so shall be a basis for termination of HOMEOWNER'S Rental Agreement.

## **SECTION 11 COMMON AREAS**

- 11.1 Maintenance/Use: 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"). HOMEOWNER'S use of the common areas and their use by other occupants of HOMEOWNER'S MANUFACTURED HOME and HOMEOWNER'S guests, licensees, and invitees, is however, at the risk of the user, and OWNER is not responsible for injuries or damages with the use of common areas or the personal property connected with them unless such injuries or damages are caused by OWNER'S negligence or willful misconduct.
- 11.2 Use: HOMEOWNER occupants of the MANUFACTURED HOME and guests, licensees, and invitees, may use COMMUNITY common areas only for the purpose for which they are intended and may not do, in common area, any activities which would not be permitted on leased sites. Common areas may not be used for storage or parking.
- 11.3 Lighting: 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 invitee or guest to HOMEOWNER'S HOME.
- 11.4 Curfews: Except where otherwise posted the curfew for all recreation/common areas/facilities within the COMMUNITY is enforced in accordance with any/all applicable governmental ordinances.
- 11.5 Due to vehicular hazards and risk of severe injury or death, extreme caution should be taken whenever utilizing COMMUNITY streets.
- 11.6 Personal Property: Personal property, toys and sporting equipment should not be placed or left on any street. Items of this nature will left on the streets or common areas will be confiscated and subject to disposal.

## **SECTION 12 VEHICLES**

- 12.1 Hazardous Materials: No motor oil, petroleum products, cleaning products, automotive fluids or any other hazardous, caustic or non-biodegradable substance shall be deposited on or in any street, street drain, drain, sewer system or on the ground or common areas within the COMMUNITY. HOMEOWNER shall be responsible for any and all fines and the cost of cleaning up any such substance deposited by HOMEOWNER in COMMUNITY. Propane tanks larger than five gallons are not allowed in COMMUNITY except with prior written approval.
- 12.2 Parking: Each lot is provided with off-street parking for a maximum of two **passenger** vehicles (designed for passenger use, as opposed to commercial use). HOMEOWNER is permitted to have no more than two vehicles, which when not in use must park in the off-street parking areas for HOMEOWNERS lot. Parking on the street, whether by HOMEOWNER or HOMEOWNER'S guests, is prohibited. However, guests may park in designated guest parking spaces, but only if any spaces are so designated.

In addition, to the off-street parking associated with HOMEOWNER'S lot, guests may park their cars in other parking areas designated by OWNER for that purpose. HOMEOWNER and guests must ensure that guests' cars are parked in a location so as not to block any neighbor's access or restrict traffic flow within COMMUNITY.

No overnight parking on the streets by guests of HOMEOWNERS is allowed. Driveways of vacant lots may not be used for guest or overflow parking without approval from OWNER.

- 12.3 Removals/Prohibitions: OWNER may prohibit any vehicle, including vehicles owned by HOMEOWNERS, from entering or remaining in COMMUNITY (including any lot), if in OWNER'S opinion, the vehicle is (a) not properly maintained, (b) does not have current license tags, (c) constitutes a hazard to HOMEOWNERS, OWNER or any property of any other HOMEOWNER or OWNER, or (d) 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, it may do so in accordance with any applicable law. Unless OWNER is lawfully allowed to remove a vehicle with less than 72 hours' notice, OWNER will give seventy two (72) hours' notice to the HOMEOWNER responsible for the vehicle, either in person or by posting a notice on the vehicle. If the vehicle is not then removed from COMMUNITY within seventy two (72) hours, OWNER may tow vehicle from COMMUNITY at the risk and expense of the vehicle owner and the responsible HOMEOWNER. Further, and in addition to the foregoing rights, OWNER may give notice to the HOMEOWNER to remove vehicle from the COMMUNITY, and failure to do so shall serve as a basis for the termination of the HOMEOWNER'S tenancy.
- 12.4 Commercial/Inoperable Vehicles: HOMEOWNER shall not park in COMMUNITY, or allow others to park in COMMUNITY, any commercial vehicles or equipment (other than that temporarily present for the purpose of providing some service to HOMEOWNER), inoperable vehicles, unlicensed (i.e., permitted or tagged) vehicles, and/or uninsured vehicles.

- 12.5 TRUCKS: Approval of OWNER must be obtained before bringing any truck or vehicle larger than ONE ton, SINGLE AXLE into COMMUNITY. Trucks or vehicles larger than one (1) ton will not be allowed to park overnight on a HOMEOWNER'S lot.
- 12.6 Towing: Vehicles parked in violation of COMMUNITY rules will be towed away and impounded at HOMEOWNER'S or the vehicle owner's expense.
- 12.7 Speed Limit: The speed limit within COMMUNITY for all vehicles is limited to ten (10) miles per hour or the posted speed limit, whichever is less.
- 12.8 Storage: Motor homes, campers, trailers, boats, snowmobiles, residential vehicles, three-wheelers, all-terrain vehicles and other recreational vehicles are not allowed to be stored on HOMEOWNER'S lot.
- 12.9 Recreational Vehicles: Notwithstanding anything to the contrary contained herein, recreational vehicles may be left on HOMEOWNER'S lot for up to forty-eight (48) hours for the sole purpose of accommodating loading and unloading.
- 12.10 Motorcycles/Other Vehicles: Street legal motorcycles may be driven to and from the COMMUNITY only. Three-wheelers, all-terrain vehicles, etc. are not allowed to be driven in the COMMUNITY. Unregistered vehicles may not be stored in the COMMUNITY.
- 12.11 Noise: Loud motor vehicles shall not be operated in COMMUNITY at any time.
- 12.12 RV Parking Storage Space Rental: Parking for HOMEOWNER'S recreational vehicles is available for rent on a first come, first served basis in the recreational vehicle storage area. Neither OWNER nor COMMUNITY assumes responsibility and/or liability for the theft or damage of recreational vehicles stored in the recreational vehicle storage area. Any inoperable vehicle found parked in the RV storage area shall be towed. Any HOMEOWNER interested in storing a recreational vehicle in the COMMUNITY storage area should contact the COMMUNITY manager regarding rental rates, policies and procedures governing the use of the recreational vehicle storage area. This rule becomes effective at the time recreational vehicle parking becomes available for HOMEOWNERS. Any rules or regulations set forth in any RV Parking or Storage Agreement shall supersede the terms and conditions set forth herein.
- 12.13 Repair/Washing: HOMEOWNERS are not allowed to overhaul vehicles on their space or in 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. Periodic washing of vehicles is allowed. Minor routine vehicle maintenance is an exception to this rule.



**SECTION 13**  
**FIREARMS AND FIREWORKS**

- 13.1 No Firing: Firearms shall 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, air guns, pellet guns and any other weapon capable of firing a projectile.
- 13.2 Fireworks: 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 hand held. HOMEOWNERS discharging fireworks are responsible for any damage whatsoever to the COMMUNITY.

**SECTION 14**  
**TERMINATION OF LEASE/RENTAL AGREEMENT**

- 14.1 By Homeowner: HOMEOWNER may terminate this tenancy during any month-to-month tenancy upon a minimum of 30 days' written notice to OWNER. In the event the parties are within the term of a fixed term lease, HOMEOWNER shall not be permitted to terminate the lease, prior to its natural lease expiration date, except in conformity with any applicable law.
- 14.2 By Owner:
- a. OWNER may terminate the tenancy if HOMEOWNER or others occupying HOMEOWNER'S MANUFACTURED HOME violates a law or ordinance which relates to HOMEOWNER'S conduct as a manufactured dwelling park tenant or violates this Agreement or the Rules and Regulations of the Park. HOMEOWNER may be able to avoid such termination by correcting the specified violation by the date set forth in any Notice of Termination which contains a cure date. If OWNER serves a Notice of Termination For Cause upon HOMEOWNER, and HOMEOWNER commits substantially the same violation within six (6) months of said Notice of Termination For Cause, OWNER may terminate the tenancy by giving at least 20 days written notice.
  - b. OWNER may terminate the tenancy by giving 72 hours written notice of nonpayment if HOMEOWNER fails to pay rent by the end of the seventh (7<sup>th</sup>) day of the rental period.
  - c. OWNER may terminate the tenancy by giving the HOMEOWNER not less than 30 Days' written notice after the HOMEOWNER has received three or more 72 Hour Notices for Nonpayment of Rent within the previous 12 months. HOMEOWNER may not avoid such termination by correcting this violation.
  - d. OWNER may terminate the tenancy after 24 hours written notice specifying the cause if HOMEOWNER, someone in HOMEOWNER'S control, HOMEOWNER'S GUEST(S), TENANT'S PET, or any person residing with the HOMEOWNER either permanently or temporarily:
    - i. Seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon OWNER, OWNER'S representative or other tenants,



- ii. Inflicts any personal injury to anyone in the community including, without limitation, OWNER, OWNER'S representative, HOMEOWNER or guest,
- iii. Intentionally inflict any substantial damages to the premises, or
- iv. Commits any act which is outrageous in the extreme.
- e. OWNER may terminate the tenancy by giving HOMEOWNER not less than 30 days written notice with cause for failure to pay late fees per the Rental Agreement. Late fees are due within ten (10) days of assessment.
- f. Tenancy terminates in the event of the death of a sole OCCUPANT/HOMEOWNER.
- g. OWNER may terminate the tenancy, as provided by Oregon Law, if LANDLORD intends to cease operations of the park.
- h. All of the foregoing termination rights shall be in addition to, and not in lieu of, any termination rights OWNER may have under any applicable law. In the event of any contradictory termination rights, or any ambiguity with regard to OWNER'S termination rights, OWNER shall be allowed to enforce those termination rights which are most beneficial to OWNER, notwithstanding anything to the contrary contained herein.

## **SECTION 15**

### **REMOVAL OF MANUFACTURED HOME**

- 15.1 Notice: HOMEOWNER will give OWNER seventy-two (72) hours' notice before removing the MANUFACTURED HOME from the lot and COMMUNITY. Prior to the removal of the MANUFACTURED HOME, all rents for the space, utilities and services must be paid in full unless waived by COMMUNITY.
- 15.2 Removal: On termination of the site Rental Agreement, HOMEOWNER will remove the MANUFACTURED HOME and remove any improvements to the home site which OWNER request be moved.
- 15.3 Damage/Loss: HOMEOWNER is responsible for any damages caused to lots, streets, or any portion of COMMUNITY during the removal of the MANUFACTURED HOME and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.
- 15.4 Ownership: If HOMEOWNER owns the carport or shed on the space, then HOMEOWNER must obtain written authorization by OWNER if they want to leave them behind upon termination of tenancy where home is removed from the lot.

## **SECTION 16**

### **MEDIATION AND ARBITRATION**

- 16.1 Informal Meeting: If a dispute arises under these Rules and Regulations or the Rental Agreement, HOMEOWNER may request a meeting with the OWNER to discuss the dispute.

HOMEOWNER'S requests must be in writing and must explain the dispute. OWNER or MANAGER will meet with HOMEOWNER within 10 business days of receipt of a written complaint that has merit. If the informal meeting does not resolve the matter, either party may request mediation.

- 16.2 Mediation: If the meeting process set forth above is not successful, either OWNER or HOMEOWNER(S) may request mediation of the dispute by notifying the other party in writing of said request.
- a. Within fifteen (15) days of receipt of such request, both parties shall select a mediator representative.
  - b. Both parties and mediator shall meet at an agreeable time and place within fifteen (15) days and attempt to mediate the dispute. The mediator will select the time and place for the hearing and may, at their own option, select a third mediator for assistance.
  - c. Mediators will have five (5) days after the hearing to resolve the dispute.
  - d. If either party does not agree with the solution suggested by the mediators, then either party may request Arbitration as outlined below.
- 16.3 Matters Not Subject to Alternative Dispute Resolution: The mediation and arbitration provisions of this section shall not apply to the following matters: (a) closure of the COMMUNITY; (b) sale of the COMMUNITY; (c) rent (including but not limited to, amount, increase or non-payment of rent); (d) matters for which a non-curable notice of termination may be given to HOMEOWNER under Oregon Law; (e) eviction proceedings; and (f) matters not within the jurisdiction of Alternative Dispute Resolution.

OWNER shall have the right to issue a notice of termination prior to asking for Alternative Dispute Resolutions ("ADR") or even after HOMEOWNER has asked for ADR. Entering into ADR does not mean that the OWNER has a duty to permit or waive any violations of Oregon Law, the Rules and Regulations or the Rental Agreement, or delay the enforcement of any default remedies associated therewith. If, after issuance of a notice of termination, HOMEOWNER fails or refuses to request ADR of the matter within the time set forth in the notice, and OWNER files an eviction action, then HOMEOWNER shall be conclusively presumed to have waived the right to thereafter request ADR.

In the event OWNER files any eviction action, the request for, or commencement of, any ADR procedures or proceedings shall not act so as to delay, impair or delay any eviction proceeding.

## **SECTION 17**

### **PARTIAL INVALIDITY**

- 17.1 Savings and Severability: If any term or provision of this Agreement or any document referred to in these Rules and Regulations or the parties' Rental 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 circumstance 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. It is also the intention of the parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of these Rules and Regulations a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**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 OWNER AND HOMEOWNER WHICH MODIFY OR AMEND THE RULES, REGULATIONS OR POLICES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENTATION OR AGREENTS ARE INVALID AND UNENFORCEABLE.**

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

**THE ABSENCE OF HOMEOWNER'S SIGNATURE(S) ON THIS DOCUMENT DOES NOT RELIEVE HOMEOWNER FROM HOMEOWNER'S LEGAL RESPONSIBILITY TO ADHERE TO THESE RULES AND REGULATIONS.**

\_\_\_\_\_  
HOMEOWNER

\_\_\_\_\_  
DATE

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HOMEOWNER

\_\_\_\_\_  
DATE