

RULES AND REGULATIONS
[55 and Over Facility]

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>SECTION</u>
GENERAL.....	1
MANUFACTURED HOME SET-UP.....	2
MANUFACTURED HOME STANDARDS.....	3
MANUFACTURED HOME AND LOT MAINTENANCE.....	4
HOMEOWNERS AND GUESTS.....	5
SUBLETTING.....	6
SALE OF MANUFACTURED HOMES.....	7
UTILITIES.....	8
PETS.....	9
VEHICLES.....	10
RECREATION FACILITIES.....	11
PEACE AND QUIET ENJOYMENT.....	12
ENFORCEMENT.....	13
“55 AND OVER” PROVISIONS.....	14
AMENDMENT OF RULES.....	15
ADDITIONAL RULES.....	16

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.

WELCOME TO THE COMMUNITY!

The character of our Manufactured Home Community and the pleasure of living in it depend, to a large extent, on the conduct of each Homeowner and the regard each holds for his neighbors. To ensure that our Homeowners enjoy all the benefits of their manufactured home and that the Community is maintained as a well-managed and enjoyable place to live, the Owner has established the following rules and regulations in compliance with the city, county and state regulations. It is essential that we have your full cooperation and respect for these rules and regulations. This will assure all of us a Community which will create enjoyable living.

DEFINITIONS

OWNER: The manufactured home park owner or designated agent.

HOMEOWNER: The owner of an individual manufactured home or dwelling, who is also a park resident or tenant.

COMMUNITY or PARK: Redwood Acres LLC _____ [*Fill in*]

RESIDENT: Any person occupying a manufactured home for more than a total of thirty (30) days in any calendar year, who has been approved for occupancy in writing by Owner.

CLASSIFICATION: The federal fair-housing age classification for this park is a 55+ manufactured home park, allowing residents 55 years of age or older. Our policy in applying this classification includes the following terms and conditions. At least one purchaser who is also an occupant must be 55 years of age or older, each additional occupant must be over the age of 45 years as of the date he or she applies for tenancy.

MANUFACTURED HOME: A manufactured dwelling. The term mobile home or manufactured home may be used interchangeably throughout this document. All residents must own and occupy their manufactured homes as a residence.

LOT: A “lot” or “space” is the real property rented to Homeowner pursuant to Homeowner’s Rental Agreement with Owner and these Rules.

**Section 1
GENERAL**

- 1.0 The manufactured homes or manufactured housing structures which Homeowners place on spaces they lease from Owner in Community will be referred to in these rules and regulations as “manufactured homes” (or singularly) even though they might more precisely be thought of as manufactured housing structures.
- 1.1 The individual manufactured home spaces in Community leased to Homeowners by Owner will be referred to in these rules and regulations as “lots”.
- 1.2 The manufactured home site rental agreement entered into between Owner and Homeowner, of which these rules and regulations form an integral part, is referred to in these rules and regulations as “site rental agreement” or “agreement”.
- 1.3 Any action required to be taken by Owner pursuant to these rules and regulations may, unless otherwise specified, be taken by the property manager appointed by Owner to act as its representative in connection with Community.
- 1.4 Any approval, consent, or waiver which these rules and regulations require to be obtained from Owner or Community must be obtained in writing, signed by an authorized representative of Owner or Community, and obtained prior to doing the act for which approval, consent, or waiver is to be obtained, particularly prior to the initiation of any construction.
- 1.5 Any actions with which these rules and regulations deal must be taken in accordance with federal and state law and regulations and in accordance with local ordinances, in addition to meeting the requirements of these rules and regulations.
- 1.6 Any alterations to Homeowner’s manufactured home or improvements (including fencing, painting, color scheme changes, name signs and the like) constructed on Homeowner’s lot must have the prior approval of Owner, whether those alterations or improvements are required by the site rental agreement or these rules and regulations or whether they are voluntarily proposed by Homeowner. Improvements or alterations will usually be required to be made with factory manufactured material.
- 1.7 Owner may waive one or more requirements of these rules and regulations on a showing by Homeowner that special circumstances exist which distinguish its situation from that of other Homeowners. Any Homeowner’s request for a waiver must be in writing and addressed to the property manager appointed by Owner for Community. In acting on any request for a waiver, Owner will consider the result to Homeowner if no waiver is granted, the expense to Owner or Community if a waiver is granted, and the impact of any waiver on Community as it is now constituted or may reasonably be constituted in the future. Owner may condition any waiver on Homeowner’s payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions.

- 1.8 If Homeowner fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, Owner has the option of taking that action for Homeowner. If Homeowner takes some action not in compliance with these rules and regulations (such as constructing an improvement without approval), Owner has the option of undoing what Homeowner has done. If Owner exercises its option given it by this, Homeowner shall be responsible to Owner for Owner's expenses in doing the work. Owner will notify the Homeowner of the violation and required improvements in writing prior to taking any actions against the Homeowner.
- 1.9 Owner will not discriminate on the basis of race, color, sex, marital status, religion, national origin, or handicap in violation of any state or federal law. In determining how to meet this promise, Owner will follow known precedent under appropriate state and federal statutes.

Section 2

MANUFACTURED HOME SETUP

- 2.0 Homeowner will give Community seventy-two (72) hours notice before bringing its manufactured home into Community for set-up. On arrival, Owner will instruct Homeowner and Homeowner's driver on where to park the manufactured home pending set-up.
- 2.1 Prior to placing any manufactured home in Community, the Homeowner shall be responsible for coordinating with the Community manager to specifically locate the position of the manufactured home on the space. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. The Homeowner will be responsible for coordinating with the manufactured home dealer and/or transportation company that moves the manufactured home to ensure that the manufactured home is properly positioned on the space.
- 2.3 On arrival at Community for set-up, Homeowner will register with Owner the license number of the vehicle which is towing his/her manufactured home and the license number of the manufactured home, if required to be licensed. If the manufactured home is not required to be licensed, Homeowner will register with Owner the manufactured home's correct color, model and dimensions.
- 2.4 All aspects of manufactured home siting and set-up, including electrical, telephone, sewer, water, and cable television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, are the responsibility of Homeowner.
- 2.5 As a part of hooking-up to Community's water system, Homeowner will install a back flow device at Homeowner's expense.
- 2.6 Homeowner is responsible for any damage caused to the rented lot, other lots, streets, or any portion of Community during the siting, delivery and/or installation of his/her manufactured home and shall reimburse Owner or other Homeowners, as appropriate, for

any loss suffered.

- 2.7 Homeowner is responsible for topsoil, final grading, gravel or relocation of any utilities.
- 2.8 Homeowner is responsible for connecting its manufactured home to the sewer line with rigid pipe. The manufactured home must be placed on the lot so as to cover or enclose sewer and water connections, as required by law.
- 2.9 Homeowner must remove any towing hitch within thirty (30) days after the manufactured home is placed on the lot.
- 2.10 Temporary steps must be removed within thirty (30) days of setup and replaced with permanent steps, including all required handrails and otherwise meeting all applicable code requirements.
- 2.11 Homeowner will not be entitled to move into his/her manufactured home until siting and set-up have been approved by Owner, and until such time as Homeowner has obtained all approvals and permits from State, County and local authorities. Homeowner acknowledges and agrees that Homeowner is solely responsible for determining the nature and types of such approvals and permits.
- 2.12 Upon approval of an application for tenancy, the new tenant shall provide Owner with a copy of title to the home or purchase agreement for the home.
- 2.13 Prior to placing any manufactured home in the Community, the Homeowner shall be responsible for coordinating with the Community manager to specifically locate the position of the manufactured home on the space. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. The Homeowner will be responsible for coordinating with the manufactured home dealer and/or transportation company that moves the manufactured home to ensure that the manufactured home is properly positioned on the space.
- 2.14 For new homes moved into Community, Homeowner IS X ; IS NOT required to pour a concrete walkway from the sidewalk in front of the space (or driveway for the space) to the front door and a concrete driveway for the rental space within thirty (30) days after taking occupancy of the space. All materials and labor required for the concrete sidewalk and driveway will be purchased by Homeowner at Homeowner's sole expense. The dimensions and plans for the sidewalk and driveway must be approved by Park Manager in advance of purchasing materials and pouring concrete.
- 2.15 Gutters and downspouts must be installed by Homeowner on new homes, at Homeowner's sole expense within thirty (30) days after taking occupancy of the space; this will include carports and garages.

Section 3
MANUFACTURED HOME STANDARDS

- 3.0 Prior to placing any manufactured home in Community, the Homeowner shall be responsible for providing the manager and/or Owner a copy of the manufactured home purchase agreement (if the home is new) or accurate description of the manufactured home that confirms that the purchase agreement includes all required improvements as set forth in Section 3 of the Community rules and regulations, specifically including skirting, decking, driveway and garage. In those cases where a Homeowner is moving a qualifying manufactured home into Community that is not a new purchase, the Homeowner shall be responsible for providing a photograph together with complete descriptive information identifying the size and materials of all improvements including garages that will be placed in the Community. All home roofs must have composition asphalt shingles or the equivalent with a gable profile.
- 3.1 No permanent alterations are to be made to the manufactured home or the manufactured home space without the prior written permission of Owner (including fencing, garages, painting, color scheme changes, etc.). Owner must approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home space prior to its installation. All structures must be of factory-manufactured material or specifically approved in writing by Owner prior to construction and/or installation. Any structure of any kind erected without written permission will be removed by Owner at Homeowner's risk and expense. Owner reserves the right to require that all permanent structures erected by Homeowner be removed by Homeowner at Homeowner's expense when Homeowner moves from the Community.
- 3.2 All manufactured homes, accessories, alterations and additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance. Community management must pre-approve – before construction – the plans for any carport, garage, storage shed, addition and alteration.
- 3.3 All homes must to be moved into the Community must first be approved by Owner or Manager as to dimensions, locations of windows, and other attributes, all of which must be satisfactory to Owner.
- 3.4 Manufactured homes must be no less than 24 feet but no more than 30 feet wide, and must be approved by Owner prior to move-in. A manufactured home will normally not be accepted if it is more than 10 years old. Community reserves the right to refuse admission to any manufactured home which does not meet Community standards, and in any event Community may deny any mobile home in its sole discretion. Owner may modify these requirements if unforeseen or unusual site conditions require the same.
- 3.5 When a home is sold, a concrete driveway SHALL x; SHALL NOT be poured at tenant's sole expense within 30 days of occupancy, if a concrete driveway is not already poured.

- 3.6 Homeowner shall install skirting painted to match and be compatible with the manufactured home. Skirting must cover from the ground to the home, painted in a professional manner to match home. Additional conditions as to skirting: _____
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- 3.7 All manufactured homes must have gutters and downspouts within 30 days of siting the home in the park [*30 days if left blank*]. Gutters must be the full lengths of the home.
- 3.8 Homeowner shall be responsible for installing the space number/address of Homeowner's manufactured home on the front side of the manufactured home approximately five (5) feet above ground level.
- 3.9 Homeowner is responsible for installing or constructing the following within thirty (30) days of set-up of its manufactured home:
- (a) Skirting with the design compatible with the manufactured home and painted to match manufactured home or some other suitable siding approved by Community. Only the following materials may be used for skirting: _____ . Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up.
 - (b) Pre-painted continuous aluminum or galvanized metal gutters and downspouts connected by underground 3" rigid or corrugated pipe to the curb, gutters must be of continuous metal fabrication;
 - (c) Two above ground hosebibs, one on either side of the manufactured home;
 - (d) A carport which:
 - (1) Will accommodate the storage requirements of Homeowner and parking of two (2) automobiles;
 - (2) Is constructed of only the following materials: _____ .
 - (3) Has a park pre-approved storage shed located at the end of the carport. The shed must be _____ feet X _____ feet (with a height not to exceed _____ feet from base to peak); shall be constructed of wood; and shall be painted to match the existing color of the manufactured home. Roofing material must be only the following type(s): _____ ; and
 - (4) If Resident does not have a storage shed in place at the time this Rule becomes effective, a storage shed need not be constructed by the existing resident. However, upon sale of the home to an approved purchaser, the

purchaser shall, as part of his or her rental agreement with the Park, agree to the required construction according to Park specifications and standards and within a timeframe required by the Park.

3.10 All manufactured homes must have awnings; all manufactured homes must have decks. All awnings and decks shall not be smaller than specified below unless otherwise approved by Owner. Exceptions to minimum size requirements may be approved by Owner if Homeowner/s site will not accommodate structures of the stated dimensions. All plans for decks and awnings must be approved by Owner prior to installation and construction. Please note the following specifications:

* Awning: Awnings must be _____ feet x _____ feet or larger and constructed of continuous aluminum factory/manufactured or wood frame awning. Plans for wood frame must be approved in writing by Owner.

Note: Corrugated metal or fiberglass awnings are not allowed.

* Carport patio/steps: Must be _____ feet x _____ feet or _____ feet x _____ feet or larger.

* Deck: Must be _____ feet x _____ feet or _____ sq. ft. of continuous deck and made of: _____.

3.11 Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the manufactured home or fully enclosed with pre-treated wood so as to be compatible with the design of the porch and deck. All 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 skirting must be installed within _____ days [30 if left blank] following placement of the home in the park. All decks, porches and steps must have handrails and must be kept in proper repair, as determined by Owner.

Awnings and decks must be installed within _____ days [30 if left blank] following set-up of the manufactured home unless other arrangements have been made in writing with Owner.

Any wood frame patio awning must have a composition roof, be designed and painted to match the manufactured home and be approved by Owner in writing prior to its construction.

3.12 All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All aboveground plumbing must be connected to an underground shut off/gate valve that is accessible and maintained in good working order at all times. Homeowners who do not have working heat tape and insulation on above ground piping will be responsible for any repairs and expenses associated with broken or frozen pipes serving their home.

- 3.13 Cable T.V. IS x ; IS NOT available for Homeowner's use at Homeowner's expense. Satellite dishes, C.B. or home radio antennas or television antennas ARE ; ARE NOT allowed in Community, with the exception of an 18" satellite TV dish, where its location is preapproved by Owner.
- 3.14 Owner reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances which may be dictated by the terrain of the Community or individual spaces.
- 3.15 Each Homeowner shall prepare and give to the Park Manager a SPACE LANDSCAPING WORKSHEET at the time Homeowner makes application for residency. The worksheet will outline a general landscaping plan which shall be used as a model for preparing the Homeowner's landscape plan. Within days [*30 if left blank*] of occupancy, 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. Installation of all space landscaping shall be completed not later than days [*75 if left blank*] following move-in unless otherwise agreed upon in writing by Owner.
- 3.16 The space between the curb and the face of the home must be landscaped with green, living vegetation. Vegetable gardens are not allowed unless preauthorized by the park. All plantings and flower gardens must be kept free of grass and weeds. All spaces are to have shrubs or flowers in the planting area in front of their space, and must be maintained to the satisfaction of the park. Permission must be obtained before planting shrubs in any other area. All landscaping that exists on a space as of the date of termination of tenancy will become the property of the park and may not be removed without park permission.
- Note: Existing tenants need not convert crushed rock/gravel landscaping to grass. However, at the time of sale of the home, landscaping with grass, bushes, shrubbery, flowers or other approved landscaping design (using predominantly soil, as opposed to all rock or concrete) must be installed as a condition of sale.
- 3.17 No permanent alterations are to be made to the home or the rental space without the prior, written permission of Owner.
- 3.18 No excavation of any kind shall take place until and unless the park has been notified due to the existence of underground utilities. No structure may be erected or installed without prior written approval of Community.
- 3.19 Any free standing heat pump or air conditioner must be located to the rear of the home and out of sight / view from the street. Window air conditioner units are not permitted in the Park.

Section 4
MANUFACTURED HOME AND LOT MAINTENANCE

- 4.0 Homeowner shall at all times keep clean and maintain in good repair the exterior of the manufactured home, as well as all appurtenant structures such as decks, steps, carports, garages, storage buildings and fences. All wooden structures such as decks, hand railings and carports, shall be painted or stained as necessary to prevent their visual and physical deterioration.
- 4.1 Homeowners are responsible for maintaining all lawn areas, trees, flowers and shrubbery within their space. Lawns must be mowed on a regular basis, during the spring, summer and fall growing seasons, edged and kept free of weeds and watered as necessary. If landscaping is not properly maintained, the park reserves the right to perform whatever landscape maintenance may be required at a charge to the resident. The charges for landscape maintenance by the park will be \$__30.00_ [*\$20.00 if left blank*] per hour and may be increased with 30 days' notice to Homeowner. If the Homeowner fails to consistently maintain the space in a clean and orderly manner, Owner reserves the right to evict the Homeowner.
- 4.2 The facility policy regarding the planting of trees on the rented space is as follows:
- (a) Trees may not be removed from or planted on the rental space without the prior written permission of Owner.
- 4.3 All landscaping improvements made to the manufactured home space as provided by this agreement shall, upon termination of tenancy, become the property of Owner except as agreed to in writing by Owner.
- 4.4 Homeowners absent for a minimum of two (2) weeks, or fourteen (14) consecutive days in a calendar year shall be responsible for arranging for the care and maintenance of their space during their absence. Care and maintenance arrangements must be made prior to Homeowner's absence.
- 4.5 Cyclone/chain link fences, not to exceed 48 inches in elevation, will be allowed to be installed in the rear portion of the Homeowners lot. Rear portion will be considered from the back of the home to the rear property line. If home is located on a corner lot, and the formula for front and rear to do apply, Owner will decide location. A plan must be submitted to the Owner and written approval given prior to fencing installation.
- 4.6 Common areas, driveways, streets and manufactured home spaces, including porches and decks, are to be kept clean and free from trash and litter at all times. Toys are not to be left in the streets. Garbage cans must not be visible from the street and gardening tools and equipment, etc., must be stored in the Homeowner's shed.
- 4.7 Furniture left outside the manufactured home shall be limited to items commonly accepted as outdoor or patio furniture.

- 4.8 Firewood must be stored in the Homeowner's shed. Homeowner may store items underneath his or her manufactured home, unless otherwise prohibited by law. Firewood may not be stored behind Homeowner's manufactured home.
- 4.9 Clothes lines or clothes line poles are not allowed. Clothing, linens, rugs, etc., are not to be draped over deck or porch railings or otherwise left outside the Homeowner's manufactured home.
- 4.10 Homeowners must remove (take down) any holiday decorations (including Christmas lights) from their manufactured home, trees or space within thirty (30) calendar days after the celebrated holiday.
- 4.11 The type of interior window covering used by Homeowner has a substantial effect on the aesthetic appeal of the park as a whole and on the marketability of individual homes. Accordingly, the following types of interior window coverings are the only types allowed to be used: mini-blinds, curtains, drapes, vertical blinds, shutters and plantation blinds. All curtains and drapes must be made specifically for the purpose of interior window covering. Bed sheets, blankets, and any other type of material not specifically allowed hereunder are prohibited. Additionally, Homeowner must have, and properly maintain, window screens in all windows.
- 4.12 Homeowner may erect play equipment in Homeowner's backyard with Owner's prior written permission. All play equipment must be located behind the manufactured home and within the designated boundaries of the homeowner's yard. Homeowner assumes responsibility for maintaining playground equipment in serviceable condition and agrees to remove the equipment with the tenancy is terminated. Permission to have play equipment on the space is subject to repair or relocation at any time if Owner determines that the equipment is in need of repair. Homeowners shall not install tree swings or swings of any kind in the Community without Owner's written permission. No trampolines shall be permitted. No other item or items allowed that could present a safety hazard or that could otherwise jeopardize the community's liability insurance or otherwise increase the community's insurance rates.

Section 5
HOMEOWNER AND GUESTS

- 5.0 The monthly rental rate agreed on in the site rental agreement is based on occupancy of the manufactured home by the persons identified in the agreement. Any additional residents must be approved by Owner prior to move-in.
- 5.1 All individuals occupying the manufactured home must be named in the rental agreement. At least one such individual must own the manufactured home. To "occupy" a home for a day is to either spend the night there (which shall occur if an individual is at the premises continuously from 11:59 p.m. to 12:01 a.m.) or spend at least three (3) consecutive hours there in any given day.

- 5.2 Park is a “55 or over” Manufactured Home Park. As such, all homes must be occupied by a homeowner who is 55 years of age or older. All additional occupants of the home must be over the age of 45 years. Homes presently occupied by homeowners who are under 55 years of age, **must upon resale**, sell to only qualified purchaser who passes the parks age requirements. This means a buyer, who will be an occupant, must verify completion of the sale and title transfer with the Park Manager.
- 5.3 The total number of permanent residents in any manufactured home shall not be greater than two (2) per bedroom in the manufactured home, plus one (1) per space. As such, for a two bedroom home, the maximum number of occupants allowed would be five (5).
- 5.3 Homeowner is responsible for the actions of other occupants of its manufactured home, its guests, licensees and invitees. Homeowner shall at all times accompany a guest or guests while guest is using the facilities or in the common areas of the Park.
- 5.4 No commercial trade or business (baby-sitting) may be conducted out of Homeowner’s manufactured home or on its lot in Community.
- 5.5 Guests of Homeowner may not remain in Community or occupy and home in Community for more than _____ days [*14 if left blank*] in any calendar year (whether consecutively or cumulatively) unless written authorization is received from Owner. Homeowners are responsible for their guests’ actions.
- 5.6 All homeowners are entitled to the peaceful enjoyment of their home and all Community facilities. Homeowner will respect the peace of the Community and see that its guests do the same. Neither the Homeowner nor Homeowner’s guest shall cause unreasonable loud or disturbing noise through parties, radios, televisions, stereo equipment, chain saws, motorcycles or the like. There is a noise abatement curfew from 9:00 p.m. until 8:00 a.m. every day of the week.
- 5.7 Homeowner will provide Owner with the name of a person to be contacted in the event of an emergency or Homeowner’s death.
- 5.8 All individuals occupying the manufactured home must be named in the rental agreement and pre-approved by Owner.
- 5.9 Guests who remain in the Community, or occupy a home, for more than a total of _____ days [*14 if left blank*] in any calendar year shall be considered prospective residents of the manufactured home in which they are staying, must apply for residency, and shall be subject to Owner’s approval. Under such circumstances, the criteria used by Owner for screening the guest’s application for tenancy are as follows: (1) prior rental references; (2) credit references; (3) employment status; (4) ability to pay rent and other expenses arising under the rental agreement with the park; (5) criminal records (including indictments and convictions and currently unresolved actions); (6) the presence of pets; (6) the availability of information required under the parks application for tenancy, and (7) if the guest is unwilling to enter into a rental agreement with the park. Guests

remaining for more than a total of fourteen (14) days in any calendar year must be identified to the Owner by Homeowner within the 14-day guest residency. The term “occupy a home” is for an individual to be present continuously at the premises, in any daily 24 hour (12:01 a.m. to 11:59 p.m.) timeframe, either (1) between 11:59 p.m. and 12:01 a.m. or (2) for three (3) hours, consecutively or non-consecutively in any day.

When evaluating an applicant, we will not consider an action to recover possession pursuant to ORS 105.105 to 105.168 [an eviction action] if the eviction action:

- (a) Was dismissed or resulted in a general judgment for the applicant before the applicant submits the application. This paragraph does not apply if the action has not resulted in a dismissal or general judgment at the time the applicant submits the application.
- (b) Resulted in a general judgment against the applicant that was entered five or more years before the applicant submits the application.

When evaluating an applicant, we do not consider a previous arrest if the arrest did not result in a conviction. This does not apply if the arrest has resulted in charges for criminal behavior as described by applicable law which has not been dismissed at the time the applicant submits the application. Applicable law specifies that in evaluating the applicant, we will consider criminal conviction and if the conviction or pending charge is for conduct that is:

- (a) A drug-related crime;
- (b) A person crime;
- (c) A sex offense;
- (d) A crime involving financial fraud, including identify theft and forgery; or
- (e) Any other crime if the conduct for which the applicant was convicted or charged is of a nature that would adversely affect:
 - (A) Property of the landlord or a tenant; or
 - (B) The health, safety or right to peaceful enjoyment of the premises of residents, the landlord or the landlord’s agent.

In sum, we will not consider (1) any prior eviction proceeding against the applicant which either was dismissed or resulted in a judgment in favor of the applicant; (2) an eviction judgment against the applicant entered five or more years before the date of the application for tenancy; or (3) a previous arrest of the applicant which did not result in a conviction; however, the landlord may consider a prior arrest (which did not result in a conviction) if that arrest was for either a drug-related crime, a person crime, a sex offense, a crime involving financial fraud, identity theft or forgery; or if it was for any other crime, if the conduct in question would adversely affect (1) the property of the landlord or a tenant; or (2) the health, safety or right to peaceful enjoyment of any other resident, the landlord or the landlord’s agent.

We do not prohibit applicants from becoming tenants based solely on their source of income, even if that source of income includes federal rent subsidy payments under 42 USC 1437f and any other local, state or federal housing assistance. However, source of income does not include income derived from a specific occupation or income derived in an illegal manner. Also, we are not prevented from refusing to lease or rent space to a prospective renter or prospective lessee:

- (a) Based upon the past conduct of a prospective renter or prospective lessee provided the refusal to lease or rent based on past conduct is consistent with local, state and federal law, including but not limited to fair housing laws; or
 - (b) Based upon the prospective renter's or prospective lessee's inability to pay rent, taking into account the value of the prospective renter's or prospective lessee's local, state and federal housing assistance, providing the refusal to lease or rent based on inability to pay rent is consistent with local, state and federal law, including but not limited to fair housing laws.
- 5.10 Homeowner is responsible for the actions of other occupants of its manufactured home, its guests, licensees and invitees. Homeowner shall at all times accompany a guest or guests while guest is using the clubhouse and all other facilities in the Community.
- 5.11 Homeowner will provide Owner with the name of a person to be contacted in the event of an emergency or Homeowner's death.
- 5.12 Yard sales or garage sales are not allowed, unless express permission is first given by the Park.
- 5.13 Tampering with mail addressed to others is a federal offense and is a basis for eviction.
- 5.14 There is to be no solicitation in the Park for any reason not expressly allowed by law.
- 5.15 Homeowner may not place political or campaign signage on the space, except that Homeowner may place such a sign in the window of the manufactured dwelling, where the sign must be no larger than 18 inches [*12 if left blank*] wide by 24 inches [*24 if left blank*] long.

Section 6 **SUBLETTING**

- 6.0 Rental or subletting of Homeowner's manufactured home is prohibited. Manufactured Homes must be owner-occupied.
- 6.1 Any person occupying a manufactured home during the Homeowner's extended absence (over 15 cumulative days in a calendar year) must be identified to and approved by the Owner prior to occupying the home.

- 6.2 Under some circumstances, Owner may approve occupancy of a manufactured home on a short term temporary basis; however, written permission must be obtained in advance from Owner. Such permission, if given, shall take the form of a temporary occupant agreement, per state law.

Section 7

SALE OF MANUFACTURED HOMES

- 7.0 If Homeowner sells its mobile home and the prospective purchaser wishes to rent Homeowner's site, Homeowner will give Management notice of the prospective purchaser's desire at least thirty (30) days prior to closing of the mobile home sale. Purchaser must include at least one (1) occupant over 55 years of age who will at all times occupy the premises. The existence of proposed additional occupant under 45 years of age will serve as a basis for denial of the application for tenancy.
- 7.1 Prospective purchasers of a manufactured home must submit an application for residency along with an applicant-screening fee of \$ 55.00 per application/person. Prospective purchasers must then be approved by Owner prior to purchasing or occupying any manufactured home in 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 prior to the sale. A prospective purchaser who would otherwise be approved by Owner will not normally be approved if Homeowner and the prospective purchaser fail to make application before the sale closes. In such a case, the seller of the manufactured home may be liable to the purchaser for the cost of moving the manufactured home from Community.
- 7.2 A professionally prepared "For Sale" sign, such as that prepared by a Realtor, may be displayed in a window of the manufactured home. The sign, however, must be no more than 24 inches wide [*12" if left blank*] by 36 inches [*18" if left blank*] in height, and must be approved by Owner.
- 7.3 During the thirty (30) day period referenced in Rule 7.0 above, Owner shall perform an exterior inspection of the home and all accessory structures; Owner shall provide the minimum 24-hour notice as required by law. Owner shall then provide Homeowner (the home seller) with a Resale Compliance Notice specifying all repairs and/or improvements to be made to the property as a condition of approval of the new purchaser. The repairs shall be made by the purchaser according to terms and conditions agreed upon between purchaser and Owner as part of a new rental agreement with purchaser (which can be terminated for noncompliance).

Section 8

UTILITIES

- 8.0 Electrical service is the responsibility of each Homeowner and is payable by each Homeowner directly to the utility provider. Water and sewer service currently IS X; IS NOT _____ provided by the Community. Community reserves the right to transfer

responsibility for water and sewer to Homeowner and install individual meters in the future as permitted by law. Garbage service IS ____; IS NOT X paid by Homeowner to the service provider with Homeowner billed directly by the service provider. Homeowner acknowledges water/sewer service and the method of billing may change in the future. The Community reserves the right to discontinue or pass through the cost of all services to Homeowners in a manner different than is currently the case, as allowed by law.

- 8.1 Homeowners MUST ____; MUST NOT X furnish their own garbage cans. Homeowner will be solely responsible for his or her own agreement with the sanitation company, payment directly to the sanitation company for service, and weekly pickup of all garbage and trash from the space.
- 8.2 (a) Garbage containers must be moved to the curb on days when garbage is scheduled to be collected, but must otherwise be stored in accordance with the provisions of these rules, which means the containers must be at all times stored out of sight.
- (b) Garbage cans are to be lined with plastic or plastic garbage bags, which are to be used at all times, or as required by local code and/or any agreement reached with the Sanitation Company. Items which can not fit inside a garbage can are not to be left for pick up, but rather, removed from the Community by the Homeowner.
- 8.3 Paper towels, sanitary napkins and other large items should not be flushed down toilets. Grease should not be poured down sinks. Any expense incurred in clearing a sewer line blockage caused by Homeowner negligence or misuse will be charged to the Homeowner causing the blockage.
- 8.4 Each Homeowner shall be responsible for ensuring that no 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 unless a service access is provided and approved by Owner.
- 8.5 Homeowner is responsible for proper maintenance and upkeep of water and sewer lines from the point of connection to the home. In other words, the Homeowner is responsible for the waterline from the water meter to the home, and for the sewer line from the sewer cleanout to the home.

Section 9 PETS

- 9.0 Pets ARE X; ARE NOT ____ permitted to be maintained by Homeowner. Only those pets approved by Owner will be allowed to be kept by Homeowner. Homeowner with written approval of Owner may have up to 2 pets, each pet will weigh under ____ pounds [*50 if left blank*] when fully grown. Owner reserves the right to refuse any dog. To the extent Owner's liability insurance carrier restricts certain breeds of dog, those breeds will similarly be prohibited from the Park. However, Homeowners with

disabilities are allowed to keep an assistance animal as required by law.

- 9.1 Permission to keep any pet may be revoked by Owner if at any time it determines that Homeowner is not properly caring for the animal, the animal is noisy, unmanageable or unruly, other Homeowners in Community are complaining about the animal or the animal is not kept inside its keeper's manufactured home.
- 9.2 No outside dog runs, dog houses or pets living outside a manufactured home are allowed. Pets must not be allowed to roam unattended on Homeowner's lot, Community streets, common areas, or other Homeowner's lots. All pets shall be attended and on a short leash when not inside the Homeowner's manufactured home. Pets may never be tied outside the Homeowner's home to decks, trees or any other thing on the home or in the yard.

Homeowner shall assure that his or her pet does not create any nuisance or disturbance.
- 9.3 Excreta (pet droppings) on Homeowner's lot and elsewhere in Community must be cleaned up immediately, wrapped and placed in a trash receptacle by pet owners. Immediately will be considered to mean within 5 hours.
- 9.4 Any pet found unattended will be taken to the animal shelter and impounded at Homeowner(s) expense.
- 9.5 Homeowner shall pay a fine of \$_50.00_ [*\$50 if left blank*] for each violation of any Park Rule relating to pets.
- 9.6 Homeowner shall, upon request by Owner, sign a separate pet agreement relating to maintenance of a pet. However, the failure of Homeowner to sign a pet agreement, or the failure of Owner to tender the same to Homeowner, shall not relieve Homeowner from full compliance with these Rules & Regulations.
- 9.7 Homeowner shall, upon request of Owner, provide proof of liability insurance covering all losses arising out of Homeowner's maintenance of a pet at the premises. Homeowner shall make Owner a co-insured for the purpose of receiving notice in the event of cancellation of the insurance. To the extent any claim, loss, judgment or award of damages to a third person, arising out of Homeowner's coverage of Homeowner's liability insurance policy, Homeowner shall fully indemnify and hold Owner harmless from the same.
- 9.8 Guests or visitors are not allowed to bring pets into the Park.

Section 10 **VEHICLES**

- 10.0 No motor oil or any other caustic or non-biodegradable substance shall be deposited in any street drain, sewer system or on the grounds within the Community. Homeowner shall be responsible for any and all fines and the cost of cleaning up any caustic or non-

biodegradable substances deposited by Homeowner in Community.

- 10.1 Each lot is provided with off-street parking for two passenger vehicles. Homeowner is permitted to have no more than two vehicles, which when not in use must be parked in the off-street parking areas of Homeowner's lot. Homeowner's parking is restricted to the Homeowner's driveway, or any other permissible area of the rented space or the Park.
- 10.2 Homeowner may request approval from Owner to keep more than two vehicles. Any approval given will be conditioned on Homeowner providing an additional approved off-street parking space for the additional vehicle at Homeowner's expense. If approval is granted, a monthly charge will be assessed per month per vehicle to the Homeowner. This charge will be adjusted to the same extent monthly rent is adjusted according to the rent adjustment formula provided in the site rental agreement.
- 10.3 Owner may require that any vehicle, including vehicles owned by Homeowners, not be allowed to enter or remain in Community, if, in Owner's opinion, the vehicle is a) not properly maintained b) constitutes a hazard to Homeowners or c) is in such dilapidated condition that it distracts from the appearance of Community. If Owner intends to remove a vehicle from Community under this rule, it will give twenty-four (24) hours notice to the Homeowner responsible for the vehicle, both as provided in the notice provision of the site rental agreement and by posting a notice on the windshield of the vehicle. If the vehicle is not then removed from Community within twenty-four (24) hours, Owner may tow the vehicle from Community at the risk and expense of the vehicle owner and the responsible Homeowner.
- 10.4 Homeowner is not allowed to park in Community, or to allow others to park, inoperable vehicles, commercial vehicles or equipment other than that temporarily present for the purpose of providing some service to Homeowner.
- 10.5 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 its guests must ensure that guests' cars are parked in a location so as to not to block any neighbor's access or restrict traffic flow within Community.
- 10.6 No overnight parking on the streets by guests or Homeowners is allowed.
- 10.7 Approval of Owner must be obtained before bringing any truck larger than 3/4 ton into Community or Homeowner's rental space. Trucks of one (1) ton or larger will not normally be allowed to park overnight on a Homeowner's lot.
- 10.8 Vehicles parked in violation of Community rules will be towed away and impounded at Homeowner's expense.
- 10.9 The speed limit within Community for all vehicles is limited to _____ miles per hour [10 if left blank].

- 10.10 Motorcycles or motor scooters may not be operated in the Park except by written permission of the Management and then they will be ridden into the Park VERY SLOWLY and QUIETLY directly to the Homeowner's manufactured home and will be ridden out of the Park in the same manner. There will be NO exception to this rule.

Three-wheelers, all-terrain vehicles or the like, whether or not in use, are not allowed in Community. Any waiver of this rule will be conditioned on Homeowner's registering the vehicle with Owner and on the vehicle's not being noisy. Whether a vehicle is "noisy" shall be at the sole discretion of management. Unregistered vehicles and/or vehicles without current tags may not be stored in the Community. Motorcycles must be registered at the Community office. Motorcycles must be parked in the carport. Storage or parking of motorcycles on decks is not allowed.

- 10.11 (a) Motor homes, trailers, boats, residential vehicles, other recreational vehicles and camper tops (referred to in this subsection as "vehicles") are not allowed to be stored on Homeowners space. All recreational vehicles must be stored in the R.V. storage area or removed from the Community. At this time, there is a fee for storage in the R.V. storage area. Owner reserves the right to increase the fee at a future time. Community assumes no liability, nor is insurance provided for possible damage to any unit or item parked in the storage area. There is to be no parking of any inoperable vehicle in the RV storage area. Any inoperable vehicle found parked in the RV storage area shall be towed, as specified in these park rules. Additionally, all debris, parts, metal pieces, scrap and refuse of any type located in the RV storage area will be promptly disposed of by the park manager without prior notice to any Homeowner. Tandem parking of two connected vehicles (either motorized to nonmotorized, or motorized to motorized, or nonmotorized to nonmotorized), shall only be allowed if Homeowner pays for two separate storage spaces. Payment for one RV storage space does not permit Homeowner to store more than one vehicle, motorized or nonmotorized, on the space.
- (b) Motor homes, campers, trailers, boats, snowmobiles, residential vehicles and other recreational vehicles are not allowed to be stored on Homeowner's lot.
- (c) Recreational vehicles may be left on Homeowner's driveway for up to twenty-four (24) hours to accommodate loading and unloading.
- (d) Motorcycles are not permitted unless prior approval is given by Community Manager.

- 10.12 Driveways of vacant manufactured home spaces may not be used for guest or overflow parking.

- 10.13 No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made within the Community, and no automobile equipment, engines, motors, etc., shall be washed anywhere in the Community. Oil changes or routine maintenance is no

exception to this rule. Car washing is permissible, so long as it is not done on a commercial basis.

Section 11
RECREATION FACILITIES

- 11.0 There are no designated recreation areas within the Community, other than as specified in the Park's Statement of Policy. Community streets are not meant for use by, in-line skates, skateboards, scooters, tricycles, "Big Wheels" or other wheeled modes of transportation. Bicycles are permitted with limited use as outlined in 12.1.

Section 12
PEACE AND QUIET ENJOYMENT

- 12.0 Drunkenness, immoral conduct or conduct causing a disturbance or annoyance will not be tolerated. All state and local laws shall be observed.
- 12.1 Community is for residential purposes only. Any and all commercial enterprises (including baby-sitting for profit) is prohibited.
- 12.2 Complaints by Homeowners must be in writing and signed.
- 12.3 Homeowner's and their guest are not allowed to play in the community streets.

Section 13
ENFORCEMENT

- 13.1 No failure of Owner to enforce any one of these rules and regulations shall operate as a waiver of its right to enforce that or others of the rules and regulations and to insist on strict compliance with the rules and regulations.
- 13.2 If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or the other application of such time or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

Section 14
“55 AND OVER” PROVISIONS

- 14.1 Resident acknowledges that at least 80% of the occupied spaces in the Park must be occupied by at least one person who is 55 years of age or older. This means that resident may not sell his or her manufactured home to a purchaser who is younger than 55 years of age. Resident further acknowledges that he or she will not allow any individual to occupy the premises unless the individual meets the Park’s screening criteria, follows the screening procedures and is at least 55 years of age or older, unless there is a minimum age requirement in the Park for additional occupants, which shall be followed.
- 14.2 The Park is entitled to (and shall) routinely determine the occupancy of each unit, so as to confirm that at least one person age 55 or older occupies the unit. This means that the Park may periodically send out a memorandum (or written survey document) inquiring about the identities and ages of all occupants. Resident agrees to completely cooperate by completely filling out and returning such a document.
- 14.3 Resident further agrees to regularly update their age and occupancy information with the Park. Every six (6) months after commencement of this Rental Agreement, resident agrees to provide the Park Manager with names and ages of all occupants at the premises, along with any changes to the residents’ information.
- 14.4 Resident acknowledges that with regard to any additional occupant seeking to reside at the premises, and with regard to any prospective buyer of the home (who seeks to reside in the Park), the Park shall have the right to screen such individual(s) based on that persons driver’s license, birth certificate, passport; immigration card, military identification, official document with a birth date with reliability comparable to the foregoing types of identification; or a certificate signed by an adult member of the household asserting that at least one person is age 55 or over. These documents can also be required by the Park as part of the Park’s periodic age survey process. Resident agrees that the Park may deny any prospective purchaser or occupant should said individual fail or refuse to give the foregoing types of identification to the Park as part of the screening process.
- 14.5 Resident acknowledges that the Park is advertised as a “55 or over” community which caters to the needs of senior citizens, and that the Park shall screen prospective purchasers of resident’s home on this basis.

Section 15
AMENDMENT OF RULES

- 15.0 Owner reserves the right to amend, revise and/or add additional rules and regulations pursuant to Oregon Law.

Section 16
ADDITIONAL RULES

16.0 There X IS/ARE; IS/ARE NOT additional rules attached hereto. [*If left blank, there are no additional rules*]

- 1) Well water (upright, blue handled spigots) must be used for all outside plant and lawn watering**

* * * * *

Homeowner acknowledges that Homeowner has read, understands and agrees to abide by these Rules and Regulations and that Owner has given a copy of them to the Homeowner. Homeowner further acknowledges and agrees that each of the foregoing rules and regulations (1) promotes the convenience, safety or welfare of the tenants; (2) preserves the landlord's property from abusive use or (3) makes a fair distribution of services and facilities held out for the general use of the tenants. Homeowner further acknowledges that each rule is reasonably related to the purpose for which it is adopted and is sufficiently explicit in its prohibition, direction or limitation of each tenant's conduct to fairly inform each tenant of what he or she must do to or must not do to comply.

Homeowner

Date

Homeowner

Date

Owner's Representative

Date