

**RULES AND REGULATIONS**

of

**HOLLY TREE  
a Caritas Community**

**June 24 ,2024**

**Equal Housing Opportunity**

**We do business in accordance with  
the Federal Fair Housing Law**



**It is illegal to discriminate against any person  
because of race, color, religion, sex,  
gender, gender identity, gender expression,  
handicap / disability, familial status, ancestry or national origin**

**Holly Tree  
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Happy Valley, OR 97086  
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## 1. INTRODUCTION.

These Rules and Regulations have been developed as a basis for good relations within **Holly Tree**. Because this is a manufactured home community, it has unique conditions which must be recognized and dealt with in a fair and reasonable manner and applied and complied with on an impartial basis. The following Rules and Regulations are intended to: (1) promote the convenience, safety or welfare of all residents; (2) preserve the Owners' property from abusive use; and/or (3) make a fair distribution of service and facilities held out for the general use of the residents.

In addition, the following Rules and Regulations are an integral part of the Rental Agreement and must be complied with. A violation of these Rules and Regulations is considered a violation of your Rental Agreement. Please read the Rules and Regulations carefully and keep them on file, as they constitute a binding agreement between you and the Owners of the Park and/or Management. The Owners of the Park and/or Management will interpret and enforce these Rules and Regulations in accordance with the applicable statutes, ordinances, and regulations.

Lastly, the spirit behind these Rules and Regulations is the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep Community standards high and to maintain a happy and friendly atmosphere, but also to assure each Resident a maximum of convenience and comfort.

## 2. COMMUNITY STATUS.

**Holly Tree** is an all-age community with no minimum age requirements for Residents.

## 3. ANNUAL VERIFICATION OF INCOME.

The Community operates as a community for low-income housing pursuant to Federal guidelines. Accordingly, Resident shall be required to verify his or her income annually after being given ten (10) days written notice of the same.

## 4. DEFINITIONS.

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

A. "Guests" are all persons not listed on the written rental agreement and include all persons who visit the Homesite at the invitation, request or tolerance of Resident.

B. "Homesite" means the real property rented to Resident by Owner and identified in the rental agreement. The boundaries of the real property rented to Resident shall be the lesser of either: (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (2) the apparent physical boundaries of the Homesite as they exist at the time the rental agreement is/was entered into. PLEASE NOTE: The boundaries of the Homesite end at the top of the roofline of the Resident's manufactured home. The rental of the Homesite does not include any right or easement for light or view. These rights are specifically reserved to Owner. Regarding maintenance of the Homesite, Resident shall be responsible for the greater area as defined by this paragraph.

C. "Owner" includes, but it is not limited to, the owners of the Community (including the owner's partners, directors, representatives, officers, employees, and agents) and the management of the Community (herein referred to as the "Community Management").

D. "Community" means Community Name.

E. "Community Facilities" means those services and facilities of the Community generally available to Residents and their Guests.

F. "Community Management's approval" or "approval of Community Management," "Community Management's consent" or "consent of Community Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Community Management's prior written approval must have been obtained by Resident before Resident commences any such action requiring Community Management's approval. If Community Management's prior written approval is required, Resident shall submit a

written request to Community Management which describes the action Resident proposes to take and requests Community Management to give prior written approval.

G. "Resident" is a homeowner or other person who is identified in the written rental agreement and lawfully occupies the manufactured home at the Homesite. A prospective homeowner, purchaser, or those persons listed on the last page of the rental agreement as "Homeowner" who have not been approved for tenancy by the Owner and have not closed escrow on the manufactured home occupying the Homesite shall not be deemed a "Resident."

## **5. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.**

A. Community Management will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Community Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Community Management and each Resident individually.

B. Resident must recognize that Community Management will not be responsible to Resident for normal, day-to-day disturbances that may result from the close proximity of other Residents and persons within the Community. Community Management will not be liable to Resident for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If Resident is unreasonably disturbed or bothered by the activity of another Resident or the Guest of another Resident, Resident should attempt to reasonably resolve any such problem.

C. Any violation of the Rules and Regulations shall be deemed a public nuisance. Resident agrees that a breach of any of the Rules and Regulations cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Owner shall be entitled to injunctive relief including, but not limited to, restraining Resident from continuing to breach any such Rules and Regulations, term, or condition, or to allow a condition in violation of a rule or regulation, term or condition to exist or continue to exist.

## **6. CONDUCT.**

A. Resident must respect the peace of the Community and shall not disturb the quiet enjoyment of others in the Community. Resident and/or Resident's guests (including temporary occupants) shall not cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, chain saws, motorcycles or the like. Drunkenness, immoral conduct, or conduct causing a disturbance or annoyance to other residents will not be tolerated.

B. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, and guns are expressly forbidden.

C. Fireworks that explode and/or fly through the air, including but not limited to sky lanterns, missiles, rockets, firecrackers, cherry bombs, m-80s, Roman candles, and bottle rockets, are not permitted.

D. Except for gas, electric and charcoal barbecues approved for use by Community Management or fireplaces and other appliances installed in Resident's manufactured home, no burning of trash is allowed in the Community. Firepits are allowed except during fire season or local fire warnings and restrictions.

E. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated while on property. No acts or demeanor shall be permitted which would place the Community Management in violation of any law or ordinance.

F. The manufactured home and Homesite shall not be used for any business or commercial activity which may disturb the residential nature of the Community. Before Resident can commence any business activity at Resident's mobile home, Resident's Homesite, or elsewhere in the Community, written permission of Community Management must be obtained. Furthermore, Resident must comply with the following conditions:

- (1) All required business licenses and/or permits are obtained, and copies are provided to Community Management;
- (2) The Community's address shall not be used in any advertising;
- (3) No foot traffic or additional commercial vehicles will be permitted;
- (4) No one other than an occupant of Resident's manufactured home shall be employed on the Homesite in the conduct of the home occupation;
- (5) The home occupation shall be conducted entirely within the manufactured home and shall be incidental and secondary to the use of the manufactured home as a residence;
- (6) Any storage of equipment or supplies in an accessory structure or exterior building must be stored safely; and
- (7) The residential character of the exterior of the manufactured home shall not be changed, without prior Management approval.
- (8) Resident's manufactured home shall be for the personal and actual residence of Resident; if Resident no longer resides in the manufactured home, no home occupation will be allowed.

G. **Prohibition of the Use of Drones.** Due to privacy concerns and health and safety issues, the use of drones in the Community by Residents or their Guests or invitees is strictly prohibited at all times.

## **7. COMMUNITY PERSONNEL.**

Owner shall be represented by Community Management, including a Resident Manager, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Community's Owner. Caritas and its representatives must in good faith respect and adhere to Oregon Law.

## **8. GUESTS.**

A. Resident is prohibited from allowing another person (not listed as a resident on the rental agreement) to "occupy" (within the meaning of ORS 90.403) the Homesite or manufactured home without Management's written permission. Additionally, Resident shall not permit anyone not listed as a resident on the rental agreement to cumulatively occupy the manufactured home or Homesite for thirty (30) days or more in a rolling twelve-month period. No one (whether Resident or otherwise) shall be permitted to sleep or stay on the Homesite outside of the home (e.g. in a tent or in the backyard or in a car in the driveway).

B. Unless the parties enter into a temporary occupancy agreement, no guest shall remain in the park for more than thirty (30) days. Guests remaining for more than thirty (30) days must be identified to Management within three (3) days following the thirty (30) day guest residency period, apply for temporary occupancy (or residency) and upon passing a criminal background check, enter into a temporary occupancy agreement. The applicant is responsible for any and all fees associated with the additional or temporary occupancy. If an individual is not approved as a temporary occupant or resident, he or she must promptly leave the Community.

C. Resident is responsible for the actions of Resident's guests (including temporary occupants), visitors, licensees, and invitees, including any damages caused by such individuals. All such individuals are subject to these rules and regulations, and if any such individuals engage in conduct that would be a violation of the rental agreement or the rules and regulations, Resident shall be deemed in violation.

D. Community Management reserves the right to determine whether the Community's recreational and other facilities can accommodate all the Residents and their Guests; therefore, Community Management may refuse any Guest access to said facilities if the Guest's presence would unreasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the Community Facilities.

E. Residents and their Guests shall not encroach or trespass on any other Resident's Homesite or upon any area which is not open for general use by Residents and their Guests. Except

for utility services intended for resident use (i.e. water outlet assigned to car wash area, electrical outlets in the laundry room, electrical outlet on the field light), all Community property which is not for the use of Residents and their Guests, including, but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Community Management, shall not be used, tampered with or interfered with in any way by Resident and their Guests.

## **9. MANUFACTURED HOME OCCUPANCY.**

A. **Mobile homes must be owner-occupied.** An owner is considered to be only the person(s) named on the registration, contract and/or title of manufactured home. No rental or subletting of a mobile home occupying a space shall be permitted.

B. Any person occupying a mobile home during an extended absence by Resident (over 30 days) must be approved by Management prior to occupying the home. This provision shall apply to "house sitters" or other individuals known to the mobile home owner who might be occupy the mobile home during their absence.

C. Under exceptional circumstances, Management may approve the use of a mobile home by other than Resident; however, written permission must be obtained in advance.

## **10. MANUFACTURED HOME STANDARDS.**

A. Manufactured Homes. All mobile homes brought into the Community must be approved in writing by the Management prior to the day of installation. Management reserves the right to deny occupancy of a mobile home based upon condition or appearance.

(1) A copy of the purchase agreement which includes a statement of the size and construction material, as well as an accurate description of the home must be provided to the Management before the home can be approved for installation in the Community. Resident must give Management a 72-hour notice before bringing the mobile home into the Community for set-up.

(2) Resident is responsible for all aspects of the mobile home sitting and set-up, including electrical, telephone, sewer, water and cable television hook-ups, as well as provision of the required foundation or footings and any other necessary blocking. All utility hook-ups shall be made in compliance with the manufacturer's written instructions and any applicable local codes.

(3) Resident is responsible for any damage caused during the sitting of their mobile home and shall reimburse the Community for any expense incurred by the Management as a result of damage caused to the lot, streets, or any portion of the Community by the resident moving in or out of the Community.

(4) All mobile homes and accessories such as awnings, skirting, patios, fencing, and storage sheds shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation, maintenance and sale, and are subject to Management's approval.

B. Standards for Incoming Manufactured Homes and for New Construction and Installation of Accessory Equipment and Structures. The following are the applicable standards for specific equipment and structures for all incoming manufactured homes and for all new construction and installations (including repairs and replacements):

(1) Air Conditioners. Air conditioners and evaporative (swamp) coolers are permitted provided the cooler is in good operating condition and does not make excessive noise that will disturb any other Resident.

(2) Porches and Patios. Porches and patios are required and must meet the appropriate governmental building codes or be constructed under permit. All steps must be of good, manufactured quality and side faced to match the manufactured home's exterior. Steps and ramps must have approved handrails, as required by law. The temporary steps provided by the manufactured home dealer must be removed from the Homesite no later than sixty (60) days from the date the manufactured home is moved into the Community.

(3) Window Treatments. All windows must have genuine window coverings such as

draperies, curtains, blinds or other aesthetically pleasing window coverings, and they must be maintained in good condition and repair at all times. No aluminum foil, sheets, blankets, plywood, paneling, newspaper, shopping bags, paper material, paint or other material not designed as window covering, shade or screen may be used as insulation on windows or as window coverings in any location in or on the manufactured home.

(4) Siding. All manufactured homes must have exterior siding that is either painted or stained wood, Masonite, horizontal, house-type siding or stucco. All colors must be approved by Community Management.

(5) Roofing. All roofing materials on carports and storage sheds, as well as replacement roofs on manufactured homes, must be non-glare aluminum, composition asphalt shingles or tile, and any other roofing material as allowed by county building codes.

(6) Rain Gutters. All manufactured homes and awnings attached to the manufactured home must be fitted with rain gutters and down spouts that do not drain into a neighboring lot. Homes that currently do not have rain gutters will not be required to have them. However, they are required for all new homes or upon the sale of a home.

(7) Earthquake Bracing. If Resident installs a manufactured home earthquake-resistant bracing system, such system must be installed and maintained in compliance with Oregon or local law.

(8) Flagpoles. No permanent flagpoles are permitted. Only small flagpoles, which are four feet (4') in length or less and are designed to be mounted on the front of the manufactured home, are allowed.

(9) Pools and Hot Tubs. Outdoor pools or hot tubs are not allowed. Wading kiddie pools of any size are allowed behind a gated fence that is at least six feet high.

C. Improvements and Alterations. Resident shall make no alternations or improvements to the exterior of the mobile home or to the leased lot without first obtaining the written permission of the Management. Management reserves the right to approve any exterior accessory or structure added to the mobile home or placed on the leased lot prior to its construction and/or installation. Management, at Resident's risk and expense, will remove any structure of any kind erected without written permission.

(1) All mobile homes, accessories, and/or alterations/ additions shall comply with applicable federal, state, and local statutes and ordinances as to their construction, installation, and maintenance. Except for permits obtained by the Management pursuant to the rental agreement, Resident is responsible for obtaining any building permits required for construction on Resident's lot from the City of Happy Valley or other government authority.

(2) Upon tenancy change, all mobile homes and modifications and/or additions that have not been issued a building permit must be corrected or removed. Management reserves the right to request that all permanent structure of any kind erected by Resident on Resident's leased lot be removed at Resident's expense when Resident moves from the Community.

(3) Management reserves the right to make reasonable modifications to the mobile home standards identified herein to accommodate special circumstances which may be dictated by the terrain of the Community or individual leased lots.

D. Underground Utility Location. To avoid damage to underground utilities, Resident must have Community Management's written consent before digging or driving rods or stakes into the ground that are more than twelve inches deep. Resident shall bear the cost of repairs to any utilities or Community property damaged by Resident. In addition, prior to beginning any digging on the Homesite, Resident must contact the Community Management in order to locate and mark out all utility lines in digging area. Resident is responsible for damage to any of the Community or utility company's utility lines caused by Resident or Resident's agents. All holes must be filled and leveled. **Call 811 before you dig.**

E. The Community is not responsible to inspect and approve any work done by Resident or by Resident's contractors or agents, including, but not limited to, the installation of Resident's manufactured home, driveway, walkways fences or any other equipment or improvements of any type.

To the extent that Community may inspect or approve something, it is for Community's own purpose only and Resident is not entitled to rely on that inspection or approval to ensure that the items have been installed or constructed correctly or that the work has otherwise been done as required. Instead, Resident is responsible for all required inspections, permits and approvals. Resident is solely responsible for any work which is improperly done, and which causes any damage to Community or other residents in the Community.

## **11. LANDSCAPING.**

A. Except as provided in ORS 90.727(3), Resident is responsible for the maintenance of all lawn areas, flowers, shrubbery, and trees within the boundaries of his/her lot. The park shall be responsible for maintaining park-owned trees, shrubbery, and common area lawns. Lawns must be mowed on a regular basis during the spring/summer/fall growing season or as necessary during the non-growing season. Lawns must be edged, kept free of weeds, and watered as necessary.

B. If the landscaping is not properly maintained, then following prior written notice, Management reserves the right to perform whatever landscape maintenance may be required and to reasonably charge the Resident directly for the service.

C. Resident must make arrangements for the care and maintenance of the Resident's home and lot during any extended absence (2 weeks or longer).

D. Fencing and significant landscaping must be approved by Management. All fences, including color of paint must be approved in writing by Management prior to installation. Any landscaping improvements made to the leased lot, shall upon termination of tenancy by either the Resident or the Management become the property of the Community, except as provided herein. Resident may remove those landscape improvements that Resident and Management have agreed upon in writing and signed by all parties.

E. The following general landscaping standards are provided only to assist Residents in their preliminary planning:

(1) Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Resident is encouraged to install and maintain same. Artificial green turf is also acceptable.

(2) Waterfalls, statuary under 3 feet and other forms of decor will be permitted.

(3) Some form of planted ground cover, acceptable to Community Management, is required.

(4) Decorative rock with an underlining of black plastic for weed control, may be used by the Resident. All decorative rock must be cleaned as needed and additional rock added as necessary, to ensure that there is sufficient rock at all times to adequately cover the area over which the rock is spread. Decorative rock must be properly contained as not to create a hazard.

(5) No large trees and tall plantings are permitted. However, a small tree (which, at maturity, may not exceed ten feet (10') in height) may be planted on Resident's Homesite only with prior written approval of Community Management. Community Management retains the option to determine the location of and the type of tree which may be planted. In no event may any tree be planted in the vicinity of any underground utility system.

(6) No plant, tree, or shrub may be planted which has a root structure that may cause any damage, including, but not limited to, cracking or buckling of streets, driveways or other community facilities or which may interfere with any underground utility system.

(7) To avoid damage to underground utilities, Resident must notify Community Management in writing before digging or driving rods or stakes into the ground that are more than twelve inches deep. Resident shall bear the cost of repairs to any utilities or Community property damaged by Resident. Call 811 before digging.

(8) The existing drainage pattern and grading of the Homesite may not be changed without Community Management's consent. Resident is responsible for ensuring that water does not puddle or stand and drains away from Resident's manufactured home, but not onto other Homesites



or common areas. Resident may be required to correct improper drainage at Resident's expense, including, but not limited to, re-leveling or otherwise adjusting Resident's manufactured home or repairing and/or replacing any improvements.

(9) Prohibition of Growing Outdoor Marijuana Plants. Due to health and safety concerns, as well as concerns regarding violations of federal law, marijuana, opium, and similar illegal plants are expressly prohibited from being kept or planted anywhere around, in or on the Homesite and anywhere on or at the common areas or facilities of the Community. With respect to safety issues, the Management is concerned as to avoiding the violent crimes associated with the presence of these substances within the Community, and the dangers such crimes pose to Residents and their Guests or invitees.

(10) Resident shall be responsible for the maintenance of any tree located on Resident's Homesite, unless Resident has given written notice to Community Management (or unless Community Management has determined) that the tree poses a specific hazard or health and safety violation; upon such a determination, Community Management shall only be responsible for the pruning, trimming and/or removal of such tree.

## **12. GENERAL MAINTENANCE OF HOMESITE.**

A. Storage. Storage of anything beneath, or on the outside of the manufactured home, outside of an approved storage shed or other storage method is prohibited, unless prior written approval by management is on file. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, or paint cans.

(1) No appliances may be placed outside the home without prior approval from Community Management.

(2) Outdoor storage of any kind is not allowed beyond a storage shed or other storage method without prior approval of management. Garbage cans, firewood, gardening tools and equipment, off road vehicles and the like must be stored in Resident's storage shed or behind the manufactured home, and visually screened from the street. Only furniture items commonly accepted as outdoor or patio furniture may be left outside a manufactured home on decks or in carports and must be maintained in a safe and attractive condition by the Resident.

(3) Clotheslines are allowed upon written Manager approval. Towels, rugs, wearing apparel or other forms of laundry of any description must not be draped over deck or porch railings or otherwise left outside Resident's home.

(4) Firewood must be stacked neatly and stored behind or beside the mobile home, visually screened from the street or in an approved storage shed or otherwise stored in a location approved by Management.

B. Maintenance and Appearance of Homesite. Resident is responsible for maintaining and keeping clean and in good repair the exterior of Resident's mobile home, as well as the lot and all appurtenant structures, such as gutters and downspouts, hose bibs and pipes, decks, steps, storage building(s), carports or garages, driveways, and fences at all time. All wooden appurtenant structures shall be painted or stained as necessary to prevent their visual and/or physical deterioration. The color of paint must be approved by Management.

(1) Exterior Painting. The exterior paint on Resident's manufactured home, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Community. Written approval must be obtained from Community Management prior to any painting. Any change in color requires advance approval of Community Management. Resident assumes full responsibility for any damage done to neighboring property or common area.

(2) Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil, all other sticky or oily substances, moss, and dirt.

(3) Driveway and Street Area. Individual driveway maintenance shall be Resident's

responsibility unless the driveway was installed by the Community. Resident is responsible for all landscape debris emanating from their Homesite.

(4) Damage. If any portion of the exterior of the manufactured home or its accessory equipment, structures, or appliances or the Homesite are damaged, the damage must be repaired or replaced within thirty (30) days. A written request for an extension may be considered by Management. This includes, but is not limited to, damage to the siding, awning supports, down spouts, skirting, porch or storage shed. If Resident's manufactured home has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, then Resident shall remove the manufactured home from the Community at Resident's expense.

C. Hazardous Substances. Anything which creates a threat to health and safety shall not be permitted on the Homesite.

(1) For the purpose of this provision, "hazardous substance" refers to any flammable, combustible, explosive or toxic fluid, material, chemical, or substance (including, but not limited to, paint, motor oil and other vehicle fluids, herbicides, insecticides, poisons, chemicals or other toxic materials).

(2) No hazardous substances may be stored on the Homesite, except those customarily used for normal household purposes (and then only in quantities reasonably necessary for normal household purposes which shall be properly stored within the manufactured home and/or storage building).

(3) Resident shall not dispose of any hazardous substances under or about Resident's Homesite, other Homesites in the Community, the Community's common areas or any other area of the Community (including, but not limited to, the sewer system or other drainage areas, the street gutters, the driveway areas or the ground beneath Resident's manufactured home, accessory equipment, or elsewhere on the Homesite).

(4) In the event Resident stores or disposes of hazardous substances under or about Resident's Homesite or elsewhere in Community, Resident shall immediately and appropriately remove the hazardous substances at Resident's own expense. If the Resident fails to remove the hazardous substances within ten (10) days after Community Management gives Resident written notice to remove the hazardous substances, the actual cost of such removal shall be immediately due and payable to Owner. Resident agrees to indemnify Community against (and hold Community harmless from) any loss, liability, damage or expense, including, without limitation, reasonable attorneys' fees, which (either directly or indirectly) Community may incur or suffer by reason of the storage or disposal by Resident of any hazardous substances on or under Resident's Homesite, other Homesites in the Community or any other areas of the Community. A written request for an extension may be considered by Management.

D. Sewer System. No objects that resist water (including, but not limited to, facial tissue, disposable diapers, paper towels, tampons, cotton balls, flushable wipes) may be flushed or otherwise deposited into the system. Grease, coffee grounds, facial tissue, disposable diapers, and sanitary napkins or other inappropriate items shall not be placed in the sewer system. Community Management shall not be responsible for damage done to any manufactured home because of the stoppage or backing up of the sewer system due to the placement in the sewer system of any prohibited material. Resident acknowledges that the placement of such prohibited material into the sewer system is difficult, if not impossible, to police. Resident, therefore, waives any and all claims for personal injury or property damage caused by a stoppage in the sewer line due to the placement of prohibited materials into the sewer system, by any persons, known or unknown. Such waiver for personal injury or property damage shall not apply to any willful misconduct or negligence on the part of the Community or its agents.

E. Utility Pedestals. The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Community's water shut-off valves is located on Resident's Homesite, it must be kept accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the Homesite, any apparatus or device for the purposes of using electric

current, natural gas or water. All drain and line connections must be gas and watertight.

F. Exterior Lighting. Any lightbulb used on the exterior of residents manufactured home must be aimed only to portions of residents homesite, but not to any other residents homesite or manufactured home. Holiday decorations that are on Resident's mobile home, Resident's lot or in a door or window of the mobile home can be displayed only during the period six weeks before the holiday thru two weeks after the holiday.

G. Mailboxes. For mail delivered to a central mailbox facility in the community, residents' mailbox is assigned by community management and must be emptied by resident in a timely basis.

H. Garbage and Trash Disposal. Garbage must be wrapped and, with other refuse, must be placed in trash bags and kept inside an approved container.

(1) Sanitary and health laws must be obeyed at all times.

(2) Combustible, noxious, or hazardous materials should be removed from the Community and not placed in Resident's containers.

(3) All garbage refuse and recyclables must be stored in garbage containers with closed lids.

(4) Bringing trash from outside the Community to dump in Resident's trash containers is not permitted.

(5) Within 24 hours of the last trash removal, empty trash containers must be stored in a storage shed or stored neatly away from the street.

### **13. COMMON AREAS.**

Management will maintain those areas of the Community that Residents are not responsible for maintaining pursuant to their lease agreements or these rules and regulations (referred to herein as "common areas").

A. Common areas (including recreational facilities where applicable) are provided for the exclusive use of Residents and their accompanied Guests.

B. Resident must adhere to all traffic rules and signage in the park, e.g. stop signs, speed limits, playground rules, etc.

C. Hours for the recreational facilities and additional rules and regulations and waiver agreements governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.

D. No drinking of alcoholic beverages is allowed in or around the common areas or building or in the streets of the community. No glassware or bottles may be taken into the recreation areas.

E. Persons intoxicated by alcohol or any other substance will be cause for immediate expulsion of the offending party or parties.

F. No gambling will be permitted at any time. However, bingo is allowed if organized by the Community Residents' Committee, written approval is given by Community Management, and if bingo games are conducted in compliance with applicable law.

G. Smoking (including e-cigarettes, vapes and similar devices) is not permitted in all common areas and facilities.

H. Clubhouse rules may be changed or revised upon sixty (60) days' notice to Resident.

I. Radios, CD players, boom boxes, and other such entertainment devices are permitted in the clubhouse and common areas of the Community as long as these devices respect the peace of the Community and do not disturb the quiet enjoyment of others in the Community.

J. No "Jumpies" or "Jump Houses" and trampolines are allowed in the community.

K. If applicable, Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Community Management two (2) weeks in advance. Should the date not conflict with any other applications, social events or planned use of the facilities and upon approval by the Community Management, the request will be granted. During such a scheduled event or party, the reserved clubhouse facilities will not be

available to other Residents and their Guests; however, laundry facilities remain available to all residents.

L. If applicable, there will be no charge for the use of the clubhouse; however, Resident will be required to pay for any damage that may occur. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other residency documents of the Community. Resident will, therefore, be required to provide Community Management with information relating to the function so that Community Management may evaluate the function.

#### **14. LAUNDRY FACILITIES.**

A. The laundry facilities are provided for the exclusive use of Residents of the Community.

B. These facilities will be closed from time to time at Community Management's discretion for cleaning and repairs.

C. Washers, dryers, and all other laundry facilities are to be cleaned by Resident, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. The laundry is to be left in a clean, neat and orderly condition. Pet/animal laundry may not be done in the washers.

D. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

#### **15. PARKING.**

A. Only "permitted vehicles," may be parked in designated parking areas and all of Resident's vehicles defined as "other vehicles" must be parked outside of the Community. Any vehicles parked in Resident's driveway may not extend into the street, sidewalks, or fire lanes.

(1) "Permitted vehicles" specifically include sports cars, coupes, sedans, vans, station wagons, pickup trucks under one (1) ton, sport utility vehicles, or utility trailers. Not included as permitted vehicles are "other vehicles" such as campers, buses, boats, trailers, "RVs," dune buggies.

(2) Notwithstanding anything contained herein to the contrary, one (1) motorcycle may be parked on Resident's Homesite if used by Resident on a consistent basis. The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other rules and regulations relating to motorcycles.

B. Parking is permitted only in designated areas. All streets are designated fire lanes and, no parking, including the parking of recreational vehicles, is permitted on the streets of the Community. Vehicles belonging to repairmen, delivery persons, health care personnel or Community employees may be parked for longer periods of time on the street immediately adjoining the Homesite where repairs are being performed or where services are being provided. At least two (2) safety cones must be placed in front and to the rear of the vehicle. Safety flashers may also be used. Someone with a key to the vehicle must be available at all times.

C. Vehicles parked on Resident's Homesite may only be parked on the driveway, and not on the landscaped or other areas of the Homesite. Parking is not permitted on vacant Homesites.

D. Motorcycles, motor scooters, minibikes, mopeds or other two- and three-wheel motorized vehicles entering or leaving the Community must be driven by the most direct route between the Community's entrance and Resident's home and may not otherwise be driven on any other street in the Community. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices. Furthermore, all such vehicles shall be licensed street legal and driven by a licensed driver only.

E. Guests may only park in designated guest parking spaces or on the host Resident's Homesite. Because of the limited parking facilities, traffic congestion and noise, Community Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Community. Guests and visitors may park their vehicles on the street or other parking areas designated by Management during daylight hours but must ensure that they are parked in a location

so as not to block any neighbor's access or restrict traffic flow within the park. No overnight parking on the streets is allowed by guests or residents.

F. Any vehicle parked in violation of these Rules and Regulations that are in a common area (i.e. not on a Homesite) or in violation of signs posted throughout the Community may be towed from the Community at the expense of the vehicle's owner.

G. Sleeping in vehicles is prohibited. Vehicles are not to be used as a living space at any time.

H. No automobile may be "stored" on the Homesite. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks or the parking of more than one vehicle for the purpose of selling those vehicles as part of a commercial activity. A written request for an extension may be considered by Management. However, Residents may leave their vehicle in their parking space when on vacation.

I. Recreational vehicles ("RV") may be parked on Resident's lot for up to forty-eight (48) hours to accommodate loading/unloading. All-terrain vehicles must be stored in Resident's storage building or in the RV lot.

## **16. MOTOR VEHICLES AND BICYCLES.**

A. No vehicle leaking oil, or any other substances or fluids shall be allowed in the Community. Any car dripping oil or gasoline must be repaired immediately. A drip pan may be used if cleaned regularly.

B. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the manufactured home Resident resides in) may be done on the Homesite without Community Management's consent. This includes, but is not limited to, the changing of oil.

C. Cars may not be washed in the driveway or carport area of Resident's Homesite.

D. For the safety of Community Residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed. All drivers must observe speed limits and stop signs as posted within the Community. The speed limit shall at all times be 5 miles per hour.

E. Pedestrians, electric carts and bicycles shall be given the right-of-way.

F. No vehicle may be operated in the Community by any person who is not properly licensed. All vehicles operated within the Community must be registered and licensed for street usage.

G. Excessively noisy vehicles are not permitted in the Community.

H. Vehicles are not permitted in the Community unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Community (i.e. broken windows, flat tires), or vehicles which contain unsightly loads that are visible to other persons. Vehicles can be brought into compliance within 30 days. A written request for an extension may be considered by Management.

I. When riding skateboards, roller skates, hoverboards and bicycles, Resident must wear safety gear, obey the same traffic regulations as cars, and only ride on roadways and other paved community areas, and not on grass and vacant Homesites. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.

## **17. PET/ANIMALS.**

A. Special permission and registration to keep a house pet/animal in the Community must be obtained from Community Management. A house pet/animal is defined as a pet/animal that spends its primary existence within the manufactured home. Community Management reserves the right to deny a Resident a pet/animal if a proposed pet/animal would pose a threat to the health and safety of Residents of the Community. No more than two (2) pet/animals are allowed per manufactured home.

(1) Exotic pets and certain breeds of dogs, including, but not limited to Pit Bulls, Chow Chows, Rottweilers, Doberman Pinschers, or any other dog which is considered by Management

to be vicious or dangerous will not be approved by Management and may not be brought into the Community. If the animal in question is an assistance animal under Oregon or federal law, Management will consider making an exception to this rule, as a reasonable accommodation, on a case-by-case basis.

(2) Non-house pet/animals (including farm animals) are prohibited under any circumstances.

(3) After moving into the Community, a pet/animal may not be acquired without written permission from the Community Management. Community Management must approve all pet/animals before application to rent is accepted.

(4) If a pet/animal is lost or dies, new registration for a new pet/animal must be submitted to Community Management.

B. The following rules must be strictly followed by all pet/animal owners:

(1) Each pet/animal must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Community Management within fourteen (14) days of receipt of written request for such information.

(2) Pet/animals must be on a leash or in a securely fenced yard on the Homesite when not inside the manufactured home.

(3) Any pet/animal running loose in the Community will be taken to Animal Control. Recurring violations of this rule may lead to the loss of the privilege to maintain a pet/animal.

(4) Other than guide dogs, signal dogs and other service dogs as defined by Oregon or federal law, pet/animals will not be allowed in the clubhouse, laundry room, and park office at any time.

(5) Pet/animals will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet/animal to invade the privacy of anyone's Homesite, flower beds, shrubs, etc. Pet/animal owners are responsible at all times for their pet/animals, including injury, destruction, and annoyances to other Residents, and the Community and Community Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Resident's pet/animal.

(6) No exterior pet/animal housing is permitted in the Community. This includes, but is not limited to, any type of confining barricade or structure.

(7) If Guests bring any pet/animal into the Community, Residents must ensure all Guests are familiar with and follow the Community's Rules and Regulations including all Pet/Animal Rules. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Community's recreational facilities and common areas.

(8) Feeding of stray cats and other animals is prohibited.

(9) The tying up of pet/animals outside the manufactured home and leaving them unattended is prohibited.

(10) Community Management encourages pet/animals to be spayed or neutered. However, in the event of offspring, Community Management must be immediately notified, and written permission of Community Management must be obtained for the offspring to stay in the Community for a temporary period not to exceed ten (10) weeks.

(11) Guide dogs, signal dogs and other service animals as defined by Oregon or federal law must comply with the Pet Conduct Rules of these Rules and Regulations.

(12) Owners need to pick up and dispose of all pet/animal waste immediately.

C. If any of the rules regarding pet/animals is violated, and such violation is noted by Community Management or a valid complaint is made by another Resident, the Resident owner of the pet/animal will receive an official notice in writing. The Resident owner of the pet/animal may be fined. If the pet owner fails to comply with the rules and regulations concerning pets, Management may require the pet be removed from the Community.

## **18. SALE OF MOBILE HOMES.**

A. Resident must give Management thirty (30) days written notice of the intent to remove the home from the Community or to sell the mobile home in the Community.

B. Prospective buyers must submit an application for residency to Management for approval before completing the sale transaction. No sale of a mobile home shall obligate the Management to accept the new purchaser for residency. If the home is sold to a person who is not approved for tenancy, the unauthorized occupant is subject to an eviction action pursuant to ORS 90.403 and home may be considered abandoned pursuant to ORS 90.675.

C. All manufactured homes for sale in the park must meet current park rules and regulations, city, county and state codes. To ensure this, the Community Manager will complete a lot inspection upon notice for sale, and any repairs must be completed prior to the close of escrow or private sale, or the buyer must complete all the repairs 60 days after the close of escrow. If not, the mobile home must be removed from the park.

D. "For Sale" signs may be displayed only in a window of the mobile home (either on the inside or outside of the window), must be no more than 24" wide and 18" in height, and must be approved by Management. If Resident believes that this is an unreasonable restriction of a tenant's right to place a "for sale" sign as applied to Resident, Resident may make a written request to Management for an exception to this rule. Management will notify Resident whether the request is granted.

E. If Resident should remove Resident's manufactured home, Resident shall comply with the following requirements:

(1) Provide the Community with the name and contact information for the mover of the manufactured home.

(2) Require, and provide to Park, the mover to be licensed, bonded and have the required limits of insurance coverage. Insurance requirements as follows:

(a) \$1,000,000.00 property and liability insurance;

(b) Worker's Compensation Insurance;

(c) Community must be added as an additionally insured party; and

(d) Community must be provided with a certificate of insurance evidencing the insurance requirements above.

(3) Provide the Community with at least three (3) days' advanced notice, in writing, of the date of removal of Home.

## **19. INSURANCE.**

Owner does not carry public liability or property damage insurance to compensate Resident, Resident's Guests, or any other persons from any loss, damage, or injury except those resulting from actions where Owner would be legally liable for such loss, damage or injury. Resident is responsible for obtaining, at Resident's own cost, extended coverage for homeowners, fire and other casualty insurance on the manufactured home, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Resident, Resident's invitees or others from loss or liability, and Resident hereby agrees to indemnify and hold harmless Owner from any liability therefor.

## **20. SOLICITATION.**

Throw-away newspapers, distribution of handbills and door-to-door selling, or solicitation are not permitted without Community Management's consent. All salespeople must make individual appointments with the Resident concerned or interested.

## **21. COMMUNITY OFFICE AND COMPLAINTS.**

Except in an emergency, please do not telephone or contact Community Management after normal business hours. The Community's office phone is for business and emergency use only.

- A. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.
- B. All community business is conducted during posted office hours.
- C. Resident shall not request Community maintenance personnel to perform jobs for Resident, nor shall Resident give instructions to Community maintenance personnel. All Community repair or maintenance requests shall be submitted in writing to Community Management.

**22. REVISIONS OF RULES AND SEVERABILITY.**

From time to time pursuant to ORS 90.610(2), Management may propose changes to the rules and regulations, including changes that make a substantial modification of the park's bargain with its residents, by giving written notice of the proposed rule or regulation change. **Unless 51% of the units in the park object in writing within thirty (30) days of the date of notice was served**, the proposed change shall become effective for all of the tenants sixty (60) days after the date that the notice was served by the landlord.



## RESIDENT'S CERTIFICATE

I/We have received copies of and have read and fully understand the Manufactured Home Site Rental Agreement and these Rules and Regulations and agree to abide by all provisions thereof. I/We understand that any breach of the Manufactured Home Site Rental Agreement or of these Rules and Regulations by me/us, members of my/our family or my/our guests or visitors may result in the termination of my/our tenancy, in accordance with applicable law. I/We agree that, should any such matter be referred to an attorney for legal action, then I/we shall be liable for legal costs incurred by MANAGEMENT, including reasonable attorneys' fees.

RESIDENT acknowledges that RESIDENT has read, understands and agrees to abide by these Rules and Regulations, and that MANAGEMENT has given a copy of them to RESIDENT. RESIDENT further acknowledges and agrees that each of the foregoing rules and regulations (1) promotes the convenience, safety, or welfare of the RESIDENTS; (2) preserves MANAGEMENT'S property from abusive use; or (3) makes a fair distribution of services and facilities held out for the general use of RESIDENTS. RESIDENT 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 RESIDENT'S conduct to fairly inform each RESIDENT of what he or she must do or must not do to comply.

RESIDENT acknowledges that if a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

RESIDENT acknowledges that RESIDENT has received copies of the COMMUNITY'S Statement of Policy, Rent History form, and these Rules and Regulations, and has read and understands them.

These Rules and Regulations update, replace, and supersede all previous Rules and Regulations adopted for the COMMUNITY.

RESIDENT'S Signature	Date
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RESIDENT'S Signature	Date
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RESIDENT'S Signature	Date
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Homesite Number: \_\_\_\_\_