

Rules and Regulations of Alder Creek Village 55+ Manufactured Home Community

Welcome to Alder Creek Village 55+ Manufactured Home Community. We are proud to offer you residency in this state-of-the-art facility. We take pride in the beauty of the Community, its environmentally conscious engineering and design, and the high standard of living that it offers to all of the residents who choose to live here. In order to help maintain the quality of life at Alder Creek Village, we have implemented the following rules and regulations for the health, safety and well-being of all community tenants.

Our rules and regulations are expressly made a part of the rental agreement and apply to all individuals who reside at Alder Creek Village. The tenants are referred to in these rules and regulations, as "Residents". Alder Creek Village is referred to herein as the "Community". The Community Management is referred to as "Management." The Community Rules and Regulations are referred to hereafter as the "Rules."

1. MOVE-IN REQUIREMENTS

- 1.1 Specifications concerning set-up and move-in criteria are set forth in the lot reservations and manufactured home set-up checklist provided to each resident at move-in. Those requirements are incorporated by reference, herein.
- 1.2 Resident is required to provide Management with a copy of the certificate of title, the license number, model number, year, make, and dimensions of the home prior to moving the home into the community. All homes must be pre-approved at least thirty (30) days prior to move-in.

2. MANUFACTURED HOME AND LOT MAINTENANCE

- 2.1 Resident is required to landscape the space according to Community requirements. Management must review each landscaping plan prior to home delivery. Residents are free to do their own landscaping or hire to hire a landscape contractor, so long as Community specifications are met.
- 2.2 Landscaping must be completed within ninety (90) days of home delivery.

- 2.3 Residents shall at all times, keep clean and maintain in good repair, the exterior of the manufactured home. The home and all appurtenant structures including the garage, carport, decks, hand railings, storage buildings, etc., shall be painted or stained as necessary to prevent their visual and physical deterioration. If the exterior of the home is not properly maintained, after giving a ten (10) day notice, Management reserves the right to correct the items listed in the notice and to charge the Resident(s).
- 2.4 Resident is responsible for maintaining all lawn areas, flowers, and shrubbery on Resident's space. The lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds and watered as necessary. If the landscaping is not properly maintained, after giving a ten (10) day notice, Management reserves the right to perform whatever landscape maintenance may be required and to charge the Resident(s).
- 2.5 A Resident absent for two weeks or more shall be responsible for arranging for the care and maintenance of his/her space during the absence.
- 2.6 All fences, including color of paint or stain, must be approved, in writing, by Management prior to alteration or installation. Resident is responsible for maintaining any fence located on the space.
- 2.7 Common areas, driveways, streets and manufactured home spaces, including porches and decks, are to be kept swept, clean and free from trash, litter and yard debris, at all times. Toys and other personal property are not to be left in the streets or in the yards. Garbage cans, gardening tools and equipment, etc., must be stored in the Resident's garage or storage shed.
- 2.8 Furniture left outside the manufactured home shall be limited to items commonly accepted as outdoor patio furniture. No appliances or indoor furniture may be stored outside.
- 2.9 All electrical, water and sewer connections must be kept in safe and leak-proof condition, effective immediately, upon connection. Management's responsibility shall extend only to the point of connection and Management shall not be held responsible or liable for the condition or functioning of any pipes, conduits or wires from such point of connection up to and into the home.
- 2.10 Firewood must be stored behind the manufactured home or in the storage shed or garage-not alongside or under the home. Firewood may not be stored anywhere in plain view or where it could create a fire hazard.

- 2.11 No satellite-type antenna dishes over 24 inches in diameter, C.B. radio antennas, T.V. antennas, any other type of antennas, or out of the window air conditioning units are allowed if visible from the street.
- 2.12 Only garbage containers furnished by the City of Warrenton may be used. All garbage must be securely wrapped, deposited in the container and the lid tightly closed.
- 2.13 Paper towels, sanitary napkins, and other large items should not be flushed down the toilet. Grease should not be poured down sinks. Any expense incurred in clearing a sewer line blockage caused by a Resident's negligence or use will be charged to them.
- 2.14 Excavation for landscaping must not disturb underground utilities which include high voltage electrical wires. Therefore, Management must be notified before a Resident can dig deeper than one (1) foot. Residents who damage or cut wires or lines will be responsible for their immediate repair and for the injury or liability that may result there from.
- 2.15 No storage of any kind will be allowed beneath the manufactured home and no rubbish will be allowed to accumulate around the home, garage, or carport.
- 2.16 For identification purposes, including possible emergency services, each Resident shall place the home address on the front of the home prior to occupancy. The numbers shall be six (6) inches, or otherwise conforming to changes in local building codes, and be made of plastic, brass or wood material.
- 2.17 Resident shall remove all snow and ice from the driveway and sidewalk areas. Residents are liable for any injuries caused by unremoved snow and ice.
- 2.18 No permanent alterations are to be made to the manufactured home or the manufactured home space without the prior permission of Management. Management must approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home space prior to installation. All structures must be of factory-manufactured materials and specifically approved, in writing, by Management prior to construction and/or installation. **Any structure of any kind erected without written permission may be removed by Management at Resident's risk and expense.** Management reserves the right to require that all permanent structures erected by Resident be removed at Resident's expense when Resident moves from the Community. Unless requested to be removed, all landscaping and other structures or improvements made to the space become the property of Management and cannot be removed.

- 2.19 All building, remodeling or alterations on Resident's space must comply with applicable federal, state and local laws and approve by management.
- 2.20 Resident shall report any malfunctioning Community facility to Management immediately.
- 2.21 Burning of garbage, waste materials, paper, yard debris or other materials within the Community is prohibited.
- 2.22 The hanging of laundry, bedding, towels or other such items outside the home are prohibited.
- 2.23 Management 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, individual spaces or individual disabilities.

3. RESIDENT AND GUEST BEHAVIOR

- 3.1 All individuals occupying the manufactured home must be named in the rental agreement. No one shall occupy the home unless approved, in writing, Management and named in the rental agreement. Guests staying longer than three (3) days must be registered with Management.
- 3.2 Resident shall be responsible for all damage or destruction of property caused by Resident, Resident's guests, family or pets.
- 3.3 Resident shall notify Management in writing before leaving or more than seven (7) consecutive days of departure and return dates and provide an emergency telephone number.
- 3.4 Resident and guests shall observe all Rules and Regulations posted as well as these written Rules. Guests are to be accompanied by a Resident when utilizing Community public areas, facilities, and equipment.
- 3.5 No one may solicit or peddle within the community except for Resident organizations, as required by Oregon law. Resident should report any solicitation by any person, other than a Resident on behalf of a Resident organization, to Management. Residents within the Community shall not allow their guests to solicit within the Community.

- 3.6 NO alcohol may be consumed in any common areas of the Community, including on streets and sidewalks. Public intoxication and use of all illegal drugs, or immoral conduct will not be tolerated, including that conduct causing a disturbance or annoyance to others. Illegal drug, gang, criminal or violent activity within the Community will be considered an act which is outrageous in the extreme and is subject to a twenty-four (24) hour eviction notice.
- 3.7 All state and local laws must be observed.
- 3.8 Guests must be familiar with and abide by all Community Rules. If a guest violates any Rule, the guest may be evicted, and Resident will be responsible for any damages and for the guest's conduct. Guests who violate Community Rules will cause Management to issue a notice of intent to terminate tenancy of the host resident.
- 3.9 Resident shall not store fuel, oil, combustible materials, or any other hazardous materials in the Community.
- 3.10 Use of air rifles, BB guns, firearms, bows and arrows, slingshots, the throwing of rocks or other materials are prohibited in the Community.
- 3.11 Oregon law prohibits the use of most fireworks; accordingly, such fireworks are prohibited. The only fireworks that will be allowed in the Community are those that do not make noise and/or are handheld. Residents and/or their guests must clean up any fireworks discharged in the Community. Residents discharging fireworks are responsible for any damage whatsoever to their individual space or to the Community. Fireworks may only be discharged on the 4th of July (if city or county allows) and no other day.
- 3.12 There is a 10:00pm to 8:00am noise abatement curfew; however, excessive noise will not be allowed in the Community at any time. Residents shall be respectful of their neighbors' rights to peace and privacy at all times.
- 3.13 Resident shall remove any holiday decorations placed on the exterior, or those visible from the street that are placed in the interior, within thirty (30) days after the date of the respective holiday. Christmas decorations shall not be put up before Thanksgiving.
- 3.14 No guests may remain in the Community for more than a total of thirty (30) days in any calendar year. Guests wishing to remain for more than a total of thirty (30) days in any calendar year, must apply for residency and be approved prior to the expiration of the thirty (30) days or be subject to eviction, along with the Resident

who allows the guest to remain past the thirty (30) day maximum time period allowed. A Resident may request an extension of time for a guest stay but such extension will only be granted for emergency situations and shall be in the sole discretion of Management.

3.15 Any Resident injured anywhere in the Community agrees to hold Management, Landlord and Community staff, harmless from any liability, therefore. Resident agrees to defend, indemnify and hold Management, Landlord and Community staff harmless for any injuries occurring to Resident's guests while in the Community.

3.16 Play areas are limited to common areas and Resident spaces. There shall be no playing or gathering in the streets or on sidewalks. Respect the private property rights of others, Residents shall not trespass or allow family members or guests to trespass on other Residents' spaces.

4. SUBLETTING

4.1 **Rental and subletting of manufactured homes are not allowed.**

4.2 No guest may occupy a Resident's manufactured home during a Resident's absence unless approved by Management, in writing, prior to occupying the home.

5. SALE OF MANUFACTURED HOME

5.1 After providing ten (10) days prior notice and written consent from Management, Resident may offer for sale, their manufactured home in the Community. Inspection of the manufactured home by prospective purchasers shall be limited to reasonable hours of the day. No signs or other advertising in the manufactured home may be placed in the yard but an approved "FOR SALE" sign may be placed in the inside of the window. **Management must approve any prospective purchaser if the prospective purchaser wishes to keep the home in the Community and become a Resident in the Community. Failure to submit an application and gain approval for tenancy in Alder Creek Village could force the buyer to remove the manufactured home from the Community.**

6. PET AGREEMENT

6.1 Pets are allowed only after written approval by the Landlord or Management. Size and type of pet are both subject *to* Management's sole approval.

- 6.2 Approved pets shall not exceed twenty (20) pounds in weight when full grown. All pets are to be indoor pets and cannot be chained outside or left outside for extended periods of time or overnight. Pets must never be left outside if the Resident is not home. Cats must be indoor cats.
- 6.3 Pets shall be kept in the home or in an enclosed yard at all times except when on a leash. Pets may be "walked" within the Community so long as the Pet's waste deposits are immediately cleaned up by the Pet's owners using the appropriate means. Enclosed dog runs or dog houses are prohibited. Dogs cannot be left outside overnight or when the Resident is not home.
- 6.4 Pets creating a disturbance such as frequent barking, snarling, or other behavior which could annoy neighbors, may be required to be removed from the Community after notice from Management.
- 6.5 **NO RESIDENCE MAY HAVE MORE THAN TWO (2) PETS.** Pets belonging to guests and visitors must also obey all Rules and Regulations and must be confined to the host Resident's space. Please note that "Pet Sitting" is not allowed in the Community.
- 6.6 All pets must be registered with the manager.
- 6.7 All pets must wear an I.D. tag, giving the name and telephone number of the pet's owners.
- 6.8 Proof of rabies vaccination must be presented before a pet is allowed in the Community.
- 6.9 A violation of any Rule concerning pets is grounds for revocation of permission to keep the pet in the Community and for eviction of the pet and the Resident.
- 6.10 Resident assumes all responsibility for actions of his/her pet and agrees to defend and indemnify and to hold the Community, Landlord, Management and staff harmless from any damage caused to persons or property by Resident's pet(s) or by Resident's guests' or visitors' pets.
- 6.11 All pets must be kept in compliance with city, county and state license and vaccination requirements.

7. VEHICLES

- 7.1 Resident's space shall have off-street parking for two passenger vehicles. No parking is allowed in the streets at any time by anyone. No commercial vehicles,

RVs, boats, campers, trailers, or equipment are allowed to be parked on Resident's space. Inoperable vehicles may not be stored or left in the driveway or on the space. Resident's parking is restricted to the own Resident's driveway.

- 7.2 Management reserves the right to require that any vehicle not be allowed to enter or remain in the Community if, in Management's opinion, the vehicle is not properly maintained, constitutes a hazard, or if the vehicle is in such a dilapidated condition that it detracts from the appearance of the community. If Management intends to remove a vehicle under this Rule, Management will give a 48-hour notice to the vehicle owner, in person, if possible, but otherwise by posting a notice on the front entrance of the home. If the vehicle is not removed from the Community within 48 hours, Management may tow the vehicle from the Community at the vehicle owner's risk and expense.
- 7.3 Guests may park their vehicles in designated guest parking areas, but no on-street parking is allowed. Guest vehicles must be parked so as not to block a neighbor's access or to restrict traffic flow within the Community. Guest vehicles must meet the same standards as Resident vehicles pursuant to Rule 7.2 above.
- 7.4 Except in cases of deliveries, trucks larger $\frac{3}{4}$ tons must have prior written permission from Management to enter the Community or to park on a Resident's space. Trucks of one ton or larger will not be allowed to park on Resident's space unless approved by Management. **18-wheel trucks are prohibited.**
- 7.5 Vehicles parked in violation of Community Rules will be towed and impounded at Resident's risk and expense.
- 7.6 The speed limit within the Community, for all vehicles, is 15 mph. Because of the danger to children and other residents, after one (1) written warning of violation of this rule, Residents are subject to eviction for any subsequent violation.
- 7.7 No unregistered vehicles are allowed in the Community.
- 7.8 No unlicensed drivers may drive a vehicle in the Community.
- 7.9 RV storage is available for a fee, certain conditions apply. See Management for details.
- 7.10 Motorcycles are allowed in the Community only if used as a means of transportation to and from the Community. Motorcycles may not be driven for recreation around the Community. Any motorcycle driven in and out of the Community must be well muffled.

7.11 No repair of automobiles, motors, engines, trailers, boats, or other similar equipment will be made within the Community. It is a violation of city requirements and Community Rules to discharge oil or any other toxic material in the street, driveway, or any part of the storm drainage system. Washing of vehicles is allowed but only in the space driveway and only using a hose with a shut-off valve and biodegradable non-toxic soap. The Community takes pride in protecting the environment and all Residents who live in the Community must respect the surrounding environment. All storm water drains run directly into Alder Creek and the Columbia River. Therefore, Management reserves the right to inspect soap or other cleaning chemicals used. Any pollution caused by a Resident may result in termination of the tenancy.

7.12 No skateboarding is allowed in the Community.

8. LOT IMPROVEMENT

8.1 All improvements made to the manufactured home space, including concrete and landscaping, shall upon termination of tenancy become the property of the Landlord and Management.

9. LIABILITY INSURANCE

9.1 Residents shall carry homeowner's liability insurance coverage of \$100,000 per occurrence and provide proof of the same, to Management. Residents agree to indemnify, defend and hold harmless the Community, Landlord, Management and staff, from any actions, suits, and/or resulting damages caused by Resident, Resident's family, their guests, visitors, or pets.

9.2 Facilities and amenities furnished by the Community are for the convenience and enjoyment of Residents. Persons using the facilities do so at their own risk and agree that the Community and Landlord, as well as Management and staff, shall not be responsible for accidents, injuries and/or losses that occur because of use.

9.3 The Community, Landlord, Management, and staff are not responsible for accidents, injuries or losses that occur in the Community due to fire, theft, wind, flood, rain, earthquake, tsunami, or other causes, unless caused by the Community's negligence.

9.4 Residents must be aware of the existence of below-ground utilities in the Community, including but not limited to electrical, water, sewer, storm sewer television, telephone, and natural gas. Residents agree to assume the risk of any accident or injury caused thereby and agree to hold the Community, Landlord, and Management and staff harmless there from.

10. MISCELLANEOUS RULES

- 10.1 No home-based business may be conducted in the Community. This includes but is by no mean limited to: Automotive repair, babysitting or daycare, churches, counseling services, machine shops, bakeries, retail or wholesale shops, barber shops or salons, etc.
- 10.2 Residents must register a home, cell, work telephone number and email with Management in case of emergency.
- 10.3 NO hazardous chemicals, except normal household and gardening chemicals and paints, may be brought into the Community. All such chemicals and materials must be properly and safely disposed of. This Community is an environmentally conscious Community, and all Residents are encouraged to recycle and to take every other action possible in order to promote and protect the beautiful environment within the Community and surrounding area. Residents should treat surrounding wildlife habitat with respect and not harass, hunt, or injure any of the wildlife.

11. AMENDMENT OF RULES

Management reserve the right to amend, delete, revise and/or add additional Rules and Regulations, pursuant to Oregon Law. Notice of any change in the Rules and Regulations shall be distributed to all Residents in writing and shall become effective after sixty (60) days written notice, unless 51% or more of the households within the Community object within thirty (30) days. Notice of any change does not apply to new applicants.

In the event that any term or condition contained in this document is found to be void or unenforceable, it is agreed that the remaining terms and conditions shall remain in full force and effect.

Violation of any Rule contained herein may result in the issuance of a thirty (30) day, or shorter, notice of intent to terminate the tenancy, unless otherwise directed by Oregon law. These Rules and Regulations shall remain in full force and effect until changed pursuant to Oregon law. Should Oregon law mandate a change to these Rules and Regulations, then the change should be made; unless the law absolutely requires the rule to be changed, it shall remain as written.