

Aspens on the Creek
RULES AND REGULATIONS
Revised January, 2018

The following rules apply to all homes, residents and their guests in the community, and are expressly made a part of the rental agreement between a resident and the community.

These rules have been adopted to insure a congenial environment for Aspens on the Creek residents. The tenant agrees to abide by them as well as any additional rules which may be lawfully adopted.

Management has the sole responsibility of selecting residents. Acceptance is based on information supplied on your application. Any substantial changes in the information provided the management, whenever it may occur, must be approved by the management as provided in these rules and the rental agreement. The management reserves the right to supplement and amend the following with sixty (60) days written notice.

1. TENANCY- An application for residency and a rental agreement must be completed and approved by Community Management before tenancy is established.

2. MAINTENANCE OF HOME EXTERIOR- Resident will maintain the exterior of the home, including awnings, splash boards, crawl box holes and lids, and any retaining walls in a neat, attractive and safe condition. The exterior walls on the outside of the home will be clean, and any painting of a home exterior must be approved by Management (including choice of colors).

3. SPACE MAINTENANCE- Resident will maintain the space in a clean and orderly condition. Planting and maintenance of lawns and landscaping within each home space is the tenants' responsibility. Management must approve all landscaping changes of any kind. All plantings and landscaping becomes a part of the community. No tree or large shrub shall be removed or added to any space without management approval. Only low plantings will be permitted between your home and the streets. Management will not permit landscaping that it feels, in its sole discretion, is inconsistent with the high quality of the community.

Management will not permit landscaping that includes bright, artificially constructed, offensive or poorly crafted objects. Half of the home site (excluding the home), and substantially all of the front yard, must be planted with lawn, shrubs, plants or management approved low growing trees. The remainder may be covered with bark or decorative rock (no white rock, please.) Any changes or additions made to an existing landscape must be submitted in writing, and meet with management approval.

Management is responsible for the trimming of all trees in the community that were planted originally by management. Any trimming of these trees other than that done

by the management must be done with management's approval and by an arborist licensed in the State of Oregon. Tenants are responsible for cleanup of all leaves on the tenant's premises. During the fall months, management will pick up and remove leaves, and leaves only, that are raked into piles in the streets.

Should a resident fail to comply with these regulations, management may, but will not be required to, undertake whatever maintenance and/or repairs as may be reasonably necessary and resident will pay to management the sum of \$25 per hour of labor, plus the actual costs of all materials expended in such maintenance and/or repair.

The community's remedy under this section will be supplemental to any other remedy available to the community, and shall not constitute a waiver of such other remedy.

4. OUTSIDE STORAGE - Only patio furniture in regular use, together with appropriate accessories will be permitted on patios. Storage of household appliances, upholstered furniture, or other miscellaneous materials will not be permitted on patios, driveways or other outdoor locations on the mobile home site. Garbage cans will be kept in the storage shed or behind it, or within an appropriate enclosure.

5. STORAGE SHEDS - Repair and maintenance of storage sheds and carports is the responsibility of the renter unless otherwise stated in your rental agreement. The sheds will periodically need to be painted, and only management approved colors will be allowed. Any addition to these structures is the responsibility of the resident and addition specifications must be approved by Management. No metal storage sheds are allowed. Management does not guarantee the shed to be leak proof and is not responsible for any damages caused to items stored in the shed.

6. PETS - Two total pets are allowed. All dogs and cats must be less than 25 pounds at full growth. Residents who have, or obtain, a pet must complete and sign a Pet Agreement form which is available from the office. No external dog houses will be allowed, and dogs must be supervised/on a leash while outside at all times. Please refer to the pet agreement form for more details.

7. PARKING OF AUTOS AND RECREATIONAL VEHICLES - Each space is provided with parking for two (2) passenger vehicles only. Any additional vehicles owned by a resident must be parked in an area approved by Management. An additional fee is charged for each additional vehicle over two. Resident parking on the streets during the daylight hours is not permitted except for the temporary (i.e. 48 hours or less) loading and unloading of recreational vehicles, boats or trailers or under special circumstances as approved by Management. Parking is not allowed on the streets between 10 PM and 7 AM. Parking for overnight guests is available at several locations in the park. All vehicles other than passenger vehicles, including travel trailers, boats, recreational vehicles, utility trailers, and pickup campers must be parked in an approved storage area. An additional monthly rental fee is charged

for the use of this storage facility. Do not park any vehicle in front of mailboxes. No long term overnight parking is allowed at the recreational building/laundry building parking areas.

8. FENCES AND PRIVACY SCREENS - No fences are permitted in the community except as constructed by the Landlord. Privacy screens are allowed with the prior approval of Management.

9.. LAUNDROMAT - A laundry building with washers and dryers is located near the recreation building. The building is open at 8:00 AM and closed at 3:00 PM Monday through Friday. A clothes drying area is also provided at the laundry facility. No outdoor clothes drying is permitted at your home site. The laundry is for the use of community residents and their guests only. No rug washing or dyeing of clothes is permitted in the washing machines.

10. CAR WASHING - Washing of cars or other vehicles is not permitted on streets or driveways. A car wash facility is provided near the laundry building for the use of residents and their guests only.

11. PARK GUESTS - It is requested that guests of Aspens on the Creek residents leave their names at the office if they will be staying longer than three (3) days. Persons staying longer than fourteen (14) days in any twelve (12) month period will be considered residents, and must apply for permanent or temporary residency. If accepted, they must sign a Rental agreement or temporary resident agreement. Such residents shall pay rent as required by the terms of the Rental Agreement between the Landlord and the tenant in whose home the residents are residing.

12. ANTENNAS - Outdoor TV antennas shall be no more than 12 feet in height from the ground and shall be placed on the back half of the mobile home site. Aerials, or wires will not be allowed for the use of radio or CB radio. TV satellite dishes which are less than 24" in diameter are allowed.

13. COMMUNITY BUILDING - All park residents are invited to participate in scheduled activities in the community building. Usage hours are from 8:00 AM to 8:00 PM, unless special activities are scheduled. Rules pertaining to use of the building are located in the office. No smoking or use of alcohol is permitted in the community building or laundry building. Children must be accompanied by an adult when using either of these facilities.

14. COMPLAINTS - An effort to settle disputes between residents should first be made by the residents involved. All complaints must be submitted to the Manager in writing during normal business hours, excepting emergencies. Complaints against other tenants must identify the offender and must be signed. .

15. SPEED LIMIT 15 MPH - The maximum speed permitted on the streets of the

park is 15 mph. Due to darkness and bad weather conditions, slower speeds are often necessary. When in the judgment of the Management, a member or guest of a tenant's household is repeatedly exceeding the maximum speed or endangering life or property by his or her driving, the tenant shall be subject to eviction. Tenants should advise their guests of the speed limits. All motorized vehicles operated within the park must meet applicable state laws that regulate operation on public streets. Pedestrians and bicycles have the right-of-way. Motorcycles will be permitted to operate within the community, only between the entrance and the resident's home, provided that the motorcycle is well muffled and quiet.

16. COMMERCIAL BUSINESS - No commercial businesses shall be conducted from any home within the community without the express written permission of the Management. This permission may be revoked at any time.

17. SALES AND EXCHANGES - A sale or exchange of a home within the community requires the approval and acceptance of the prospective buyer by the Manager prior to the sale for the agreement of new tenancy. The space is non-transferable and remains under Management control. No home in poor condition in the Management's judgment may remain in this park upon resale without the Manager's written permission. Prior to sale of a home, management will do an on site visit to clarify what, if any, improvements need to be made before sale of home. If the buyer is accepted for tenancy, the buyer must sign the Statement of Policy, a Rental Agreement, and a set of Rules and Regulations prior to occupying the home.

18. YARD SALES - No moving, rummage, yard or other sales of that nature are permitted at the home space without the Manager's written permission.

19. CHILDREN - Children visiting in the community must be supervised by an adult at all times. Please keep the children out of other peoples' yards.

20. ADDITIONS AND REMODELS - Porches, awnings, patio screens, room additions and remodeling must have Management approval and conform to the City of Medford regulations.

21. MISCELLANEOUS -

A. AUTO REPAIRS - Repairing or overhauling of any vehicle including trailers, boats, recreational vehicles, automobiles and motorcycles at the home site or in the street is prohibited. Vehicles must be operational and in good repair.

B. EXTENDED ABSENCE FROM THE PARK - Please notify the office of your departure and return date, and leave a name and telephone number of someone who could be called in case of an emergency.

C. FIREWOOD STORAGE - Firewood must be stored in a location and manner as approved by Management.

D. FOR SALE SIGNS - Only one (1) for sale sign per home space is permitted. The sign shall be no larger than 24" by 24". The sign may be placed on or in the home, or it may be placed on the home lot.

E. DISTURBANCES - Tenants shall not engage in any act, omission or conduct which causes, either directly or indirectly, a harassment, disturbance, annoyance or alarm to other tenants, their guests, Park Management, or the Landlord.

F. WATER USAGE - Conserve water and do not allow water to run down the street when watering your lawns and yards.

G. NOISE - Televisions, radios and music equipment shall be played at a noise level that will not disturb the neighbors. Quiet hours are from 9 PM to 8 AM.

H. CANVASSING - No door-to-door canvassing or solicitation other than that allowed by ORS 90.750 is permitted. Please notify management immediately if canvassing occurs at your home.

I. ABANDONMENT - Tenants shall occupy their home and shall not abandon the home. Abandonment of a home by a tenant shall constitute a violation of these Rules and Regulations. A tenant shall be deemed to have abandoned the home if the tenant fails to physically and personally occupy the home for a continuous period of sixty (60) days or more.

J. MARIJUANA - No growing, cultivating, making, using or selling of marijuana or any illegal substance is permitted in our community.

22. FACILITY CLASSIFICATION:

The Federal Fair Housing classification of this community is “housing for older persons”, with 80% of the units being occupied by at least one person 55 years of age or older. The minimum age for persons in the home shall be 45 years of age. Owners cannot sell to someone under age 55.

Wherever these Rules and Regulations require the consent or approval of the Landlord or Manager, it shall be required that such consent or approval be given in writing. The Landlord or Manager may withhold consent or approval for any reason. Wherever these Rules and Regulations require notice to either the Landlord, Manager or tenant, such notices shall be given in the manner required by the Rental Agreement between the Landlord and the tenant. If the Rental Agreement does not specify a method of notice, such notices shall be given in writing and shall be personally delivered or mailed by First Class mail. Notices shall be deemed given when personally delivered or when mailed. Notices shall be sent to the Manager or Landlord at the address provided in these Rules and Regulations. Notices shall be sent to the tenant at the address of tenant within the Park.

Violation of these Rules and Regulations shall be cause for termination of a tenancy as provided for in ORS 90.630. In addition, when a tenant fails to abide by these Rules and Regulations, the Landlord, after ten (10) days prior notice to the tenant, may take such action as is necessary to cure or remedy the tenant’s violation. The Landlord shall not be required to take such action, and any such action by the Landlord shall not constitute a waiver of the Landlord’s remedies for the tenant’s violation of these Rules and Regulations. If the Landlord elects to take action necessary to cure the tenant’s violation, the Landlord shall be entitled to recover from the tenant all costs and expenses incurred. In addition, the Landlord shall be entitled to recover from the tenant interest on the amounts expended at the rate of twelve percent (12%) per annum from the date of expenditure until paid. All amounts which the Landlord is entitled to recover from tenant shall be due within ten (10) days following Landlord’s demand and the failure to pay such amounts to Landlord in full shall constitute a violation of these Rules and Regulations.

AUTHORIZED MANAGER AND LANDLORD - The people authorized to manage the premises for the purpose of service of process and receiving and receipting for notices and demands are: Gary Shaffer, Jennifer Bagshaw and Cheryl Odle, 2252 Table Rock Road #154, Medford, Oregon 97501. Telephone 541-772-5079.

I have read all the foregoing Rules and Regulations. I understand their intent and meaning and I agree to abide by them.

RESIDENT

DATE

RESIDENT

DATE

MANAGER

DATE