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# Cherry Lane, LLC

## Rules and Regulations

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**Important Notice:** These Rules and Regulations are an integral part of your Lease/Rental Agreement. Violation of the Rules & Regulations can result in termination of your tenancy. These Rules & Regulations replace all previous Park Rules and Regulations and supersede anything to the contrary in the Park Lease/Rental Agreement. As used in this document, Community, Cherry Lane LLC, Cherry Lane Mobile Park, Cherry Lane, Community, Park, Manager, Park Principle(s), Owner, Lessor, and Landlord shall be synonymous. Likewise, Homeowner, Resident, Tenant, and Lessee shall be synonymous.

## **Addendum to Community Lease/Rental Agreement**

**Be advised that any and all agreements between Community and any Homeowner/ Resident which modify or amend the Rules, Regulations, or Policies set forth herein must be in writing. Verbal representations or agreements are invalid and unenforceable.**

### **Section 1 - General**

- 1.1 Cherry Lane, LLC is a 55 and older community. At least one residency approved occupant per household must be at least 55 years of age. All additional occupants must be at least 40 years of age. Proof of age is required. Any exceptions must be approved in writing by Community.
- 1.2 These rules and regulations apply to the manufactured housing Community known as Cherry Lane LLC, which is referred to in these rules and regulations as "Community".
- 1.3 The individuals who lease spaces in Community will be referred to in these rules and regulations as "Homeowner" or "Homeowners" and shall include all approved occupants of the home.
- 1.4 The manufactured home or manufactured housing structures which Homeowner(s) place on the lot they lease in Community will be referred to in the rules and regulations as "Home(s)".
- 1.5 The individual manufactured home spaces in Community leased to Homeowners will be referred to in these rules and regulations as "lot(s)", "space(s)" or "homesite(s)".
- 1.6 The lot lease rental agreement entered into between Community and the Homeowner, of which these rules and regulations form an integral part, is referred to in these rules and regulations as "lot rental agreement", "rental agreement", or "agreement".
- 1.7 Any approval, consent, or waiver of these rules and regulations must be obtained from Community, in writing, signed by an authorized representative of Community, and obtained prior to doing the act for which approval, consent, or waiver is requested.
- 1.8 Any action(s) with which these rules and regulations deal must be taken in accordance with federal and state laws and regulations and in accordance with local ordinances.
- 1.9 Any exterior alterations to a Homeowner's home or improvements, (including fencing, painting, color scheme changes, additions, construction, etc.) must have the **prior written approval** of Community, whether those alterations or improvements are required by the lot rental agreement or these rules and regulation or whether they are voluntarily proposed by the Homeowner. Improvements or alterations will usually be required to be made with factory manufactured materials and permits required by local government. Use of licensed, bonded, insured contractor is highly recommended.

1.10 Community, at its sole discretion, may waive or modify any of the requirements set forth in the rules and regulations based on a demonstration by the Homeowner that special circumstances which distinguish its situation from that of other Homeowners exist and which justify an exception to the standards set forth in the rules and regulations. In acting on any request for a waiver, the Community will consider the result to Homeowner if no waiver is granted, the expense to Community if a waiver is granted, and the impact of any waiver on Community as it is now constituted or may reasonable be constituted in the future. Community may condition any waiver on Homeowner's payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions. Any waiver or modification must be approved in writing in advance.

1.11 If Homeowner fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, Community has the option of taking that action for Homeowner. If Homeowner takes some action not in compliance with these rules and regulations (such as constructing an improvement without written approval, Community has the option of undoing what the Homeowner has done. If Community exercises this option, Homeowner shall be responsible to Community for Communities expenses in doing the work, together with an additional fee of twenty percent (20%) of the actual expenses.

1.12 Soliciting in the Community is limited. Permission must be obtained from the Community Manager.

1.13 Community does not provide a security patrol or security systems. Homeowners are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Homeowners observing any suspicious or illegal acts are requested to notify the Police Department and Community Manager.

## **Section 2 -- Home Set-Up**

*NOTE: Homes sited in Community prior to October 01, 2018 are exempt from current home standards if they met the requirements at the time the home was sited. However, in the event a home sited prior to October 01, 2018, undergoes exterior rehabilitation whether through homeowner desire, damage, deterioration, or on sale of the home; the home will be required to meet current Community home appearance standards. Structures, fencing, decks, patios, etc. which were previously approved by Community in writing will be considered pre-existing and will not be required to meet current home standards if they have been and are maintained in good repair.*

2.1 Community is not responsible for top soil, site preparation, foundation stability, final grading, settling, drainage, gravel or relocation of any utilities unless agreed to in writing by the Community.

2.2 Homeowner agrees that Homeowner has examined the condition of the lot and is aware of its condition and accepts said lot "as is" and "with all faults". Homeowner further states that Homeowner has not relied on Community for advice concerning the installation of the manufactured home and has relied and discussed such installation with a manufactured home dealer or contractor and is relying on the skill, experience and judgment of the manufactured home dealer or contractor.

2.3 Prior to siting any home in Community, the Homeowner shall be responsible for providing the Community with a picture of the exterior of the home as well as complete descriptive information identifying the size, type of exterior siding used on the home and all proposed improvements, including any storage structure that will be located on the lot.

- 2.4 Homeowner must give Community 72 hours notice before bringing their manufactured home into the Community for set-up. On arrival, Community will instruct Homeowner and Homeowner's driver as to where to park the manufactured home pending set-up.
- 2.5 Prior to siting any manufactured home in the Community, the Homeowner shall be responsible for coordinating with the Community to specifically locate the position of the manufactured home on the lot. The Homeowner will be responsible for coordinating with the manufactured home dealer and/or transportation company that move the manufactured home to ensure that the manufactured home is properly positioned on the lot.
- 2.6 Homeowner must have a licensed electrical contractor hookup the manufactured home. All aspects of the manufacture home siting and set-up, including electrical, telephone, sewer, water, and cable television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, are the responsibility of Homeowner.
- 2.7 As part of hooking-up to the Community's water system, Homeowner will install a back flow device at the Homeowner's expense.
- 2.8 Homeowner is responsible for any damage caused to their lot, other lots, streets, or any portion of the Community during the siting or removal of their manufactured home and shall reimburse Community or other Homeowners, as appropriate, for the loss suffered.
- 2.9 If Homeowner is placing a new manufactured home on the lot for the first time, Homeowner must pay the sewer hookup charge as required by the City of Oregon City. The sewer hookup charge is payable as part of the move in cost. Homeowner is responsible for connecting the manufactured home to the sewer line with code approved sewer pipe. The manufactured home must be placed on the lot so as to cover or enclose sewer and water connections, as required by law.
- 2.10 Only homes at least fourteen (14') feet wide are permitted in Community.
- 2.11 Homeowner must remove any tow hitch and tires immediately after the manufactured home is placed on the lot.
- 2.12 Temporary steps must be removed with thirty (30) days of set-up.
- 2.13 Homeowner will not be entitled to move into their manufactured home until siting and set-up have been approved by Community and all permit inspections completed and approved.
- 2.14 All homes must have a window of not less than 12 square feet on the side of the home facing the street; example 3'6" wide x 3'6" high. A smaller window may be allowed with prior written approval of Community on the condition that the Homeowner installs landscaping acceptable to Community across the front of the home to visually compensate for the lack of window size. Wood trimmed window(s) facing the street must be painted a complimentary color.
- 2.15 All homes moving into Community after October 01, 2018 shall feature the following:
- 2.15.1 Pitched, composition asphalt shingle roof. A pre-approved metal roof may be allowed.
- 2.15.2 All homes must have white, cream, brown or gray metal skirting. Skirting must be installed within thirty (30) days of placement of the home.
- 2.15.3 Primary heat source shall be electric or gas. If in addition, the home has a wood burning stove or fireplace Homeowner is responsible to ensure all local building codes are met. Solar heating is

allowed, but is subject to prior Community approval.

2.15.4 Professionally installed gutters and downspouts are required on all structures and must be connected to the street, and/or as determined by the Community, must be subsurface drained to the street or designated area away from the Homeowner's home or other Homeowner's homes using underground 3" rigid or corrugated pipe.

2.15.5 All homes must be connected to the sewer line with rigid pipe. The home must be placed on the lot so as to cover/enclose the sewer and water connections.

2.15.6 Each Homeowner shall be responsible for installing a backflow device at the time the home is connected to Community's water system. The expense of installing the device shall be borne by the Homeowner. The Homeowner shall be responsible for maintaining the backflow device in a serviceable condition at all times.

2.15.7 Attached, wood frame carport, with a minimum size 12' x 30' with composition shingle roof of a color that matches the roofing material of the home. A larger carport, double carport, or enclosed garage may be allowed so long as the design is submitted to and approved by Community prior to its construction and permits are obtained.

2.15.8 Storage Shed:

2.15.8.1 Not smaller than 6' x 8' nor larger than 10' x 12', and not taller than 11'.

2.15.8.2 Sheds shall be vinyl, pre-fabricated, or custom-built by a licensed contractor; and shall be constructed using pressure treated/outdoor wood. Prior Community approval is required.

2.15.8.3 All storage sheds must be placed on concrete blocks and the wood frame for the floor be built of pressure treated/outdoor wood.

2.15.8.4 Professionally installed gutters and downspouts are required on all structures and must be connected to the street, and/or as determined by the Community, must be subsurface drained to the street or designated area away from the Homeowner's home or other Homeowner's homes using underground 3" rigid or corrugated pipe.

2.15.9 Each Homeowner shall be responsible for installing a minimum of one (1) aboveground hose bib. All aboveground piping must be protected from freezing with adequate heat tape and wrapped with insulation.

2.15.10 All aboveground plumbing must be connected to an underground shut off/gate valve which is accessible and maintained in good working order at all times. Homeowner must take all reasonable measures to keep the pipers from freezing.

2.15.11 Homeowner shall pay all landscape cost when moving in a new manufactured home. The cost for lawn and shrubs will be in part by the move-in package.

2.15.12 Cement sidewalk of a minimum 36" width extending from the street or driveway to the front porch.

2.15.13 All entrances must have porches or decks constructed of treated outdoor wood and be of not less than following minimum size:

2.15.13.1 Front Door Entrance: minimum 8'x20' of continuous deck with steps front and back.

2.15.13.2 Rear or Additional Entrance: minimum 4'x5' of continuous deck with one set of steps.

2.15.13.3 Front Entrance Awning: Awning is required and must be a minimum size of 8'x20' to cover the front door and decks.

2.15.13.4 All decks, porches, and steps must have hand rails installed to code and be skirted with the same material used to skirt the home.

2.15.14 All decks, awnings and carport (including underside), must be installed and painted or stained within thirty (30) days following setup of the home. Any exceptions must have prior written Community approval.

2.15.15 The Homeowner shall install the lot address numbers of their home on the front side of the home approximately five (5) feet above ground level. Numbers shall be a minimum of five inches (5") tall. Landscaping must be maintained in a manner so as not to obscure or obstruct the house numbers. Approved numbers are available from Community at no cost.

2.15.16 Fences:

**NOTE:** At the present time, fences are not allowed in the Community. In the event that at some future time the Community opts to allow homeowner fences, the following regulations will apply:

2.15.16.1 Fences over three feet (3') high are not permitted. Chain link fences are allowed and may be installed only in the rear yard area of a Homeowner's lot. Fence installation or removal must be approved in writing by Community prior to installation.

2.15.16.2 Chain link fences require metal fence posts set in concrete, stretched fencing, and a top horizontal bar.

2.15.16.3 If Homeowner constructs a rear yard fence, as outlined herein, Homeowner will be responsible for a twelve inch mowing strip along the outside of the fence, whether or not that strip is Homeowner's lot or Community property.

2.15.16.4 The Homeowner is responsible for maintenance of any fence located on their lot.

2.16 Each Homeowner shall be responsible for ensuring that no storage building, structure or landscaping blocks access to any water meter shut-off valve, sewer clean-out or electrical pedestal located on the Homeowner's lot.

2.17 The Homeowner acknowledges that Community may need access to the utility hook-ups on a Homeowner's lot or under a Homeowner's home for the purpose of maintenance, inspection, or repair. The Homeowner grants Community or Community contractors or agents access to perform such work on a "as required basis". Community agrees to provide the Homeowner 24 hour advance notice of Community's intent to enter onto a Homeowner's lot unless an emergency condition exists and the Homeowner is not available.

2.18 Community reserves the right to make reasonable modification to the manufactured home standards identified herein to accommodate special circumstances which may be dictated by the terrain of the Community or individual spaces.

### **Section 3 -- Home Standards**

3.1 Prior to siting any manufactured home in the Community, the Homeowner shall provide Community a copy of the manufactured home purchase agreement if the home is new or accurate description of the manufactured home that confirms that the purchase includes all required improvements as forth in the Community rules and regulations. If the Homeowner wishes to qualify a used manufactured home they must provide a photograph and descriptive information of the size of the home, type of roof and siding. All new home roofs must have composition asphalt shingles or the equivalent with a gable profile.

3.2 Prior to moving a home into Community, the Homeowner shall submit a detailed site plan to the Community and coordinate with the Community to locate the corners of the lot and the position of the home on the lot as well as any improvements the Homeowner intends to install on the lot prior to the deliver and set-up of the home. The Homeowner will be responsible for obtaining all required governmental permits and/or approvals. Furthermore, the Homeowner is responsible for coordinating with the dealer and/or transportation company to ensure that the home is properly positioned on the lot. Electrical, telephone, cable TV, sewer, and water connections as well as placing gravel or concrete runners on the lot and the blocking of the home are the responsibility of the Homeowner. All work must be completed by a licensed, bonded, and insured contractor.

3.3 The Homeowner is responsible for any and all damage caused during the siting of the home and shall reimburse Community for any expense incurred by Community as a result of damage caused to the lot, curb, sidewalk, driveway, utility service, or any portion of the Park by the Homeowner or the Homeowner's contractor that results from moving a home into or out of Community.

3.4 No permanent alterations are to be made to the manufactured home, or manufactured home space without the prior written permission of the Community including fencing, painting, color scheme changes, landscape, landscape change, etc. The Community reserves the right to approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home space prior to its installation. All structures must be of factory-manufactured material or specifically approved in writing by the Community prior to construction and/or installation.

3.5 Temporary steps must be removed not later than thirty (30) after setup.

3.6 The Homeowner shall submit a landscaping plan to Community Management for written approval. Installation of landscaping shall be complete not later than ninety (90) days following move-in unless otherwise agreed upon in writing between Community and the Homeowner.

3.7 No remodeling or alterations which would change the original size of the manufactured home are permitted. The Community reserves the right to request that all permanent structures erected by Homeowner be removed at the Homeowner's expense when the homeowners move from the Community.

3.8 All homes accessories, alterations and additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance. This includes set-back requirements.

## **Section 4 - Home & Lot Maintenance**

4.1 Each Homeowner is responsible, at all times, for maintaining their premises, including but not limited to the home, decks and porches, storage building(s), carport, awnings, drainage and fences at all times. All wooden structures such as decks, hand railings, storage building, etc., shall be painted or stained as necessary to prevent their visual and/or physical deterioration.

4.2 Homeowner is responsible for maintaining all lawn areas, pruning and caring for all the trees, shrubs and flowers within their lot in a manner that is safe, attractive, clean and in good repair. No gardens are allowed. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds and watered as necessary. In the event of the Homeowner's absence for a period of time (2 weeks or longer), the Homeowner shall be responsible for arranging for the care and maintenance of their lot during their absence. If the landscape is not properly maintained, Community may, but is not required to, perform or have performed whatever landscape maintenance may be required and charge the Homeowner directly. If the Homeowner consistently fails to maintain the space, Community reserves the right to evict the Homeowner.

- 4.3 Homeowner is responsible to at all time keep the base of the storage shed free of dirt, debris, wood piles, etc. to prevent dry rot and deterioration.
- 4.4 Arborvitaes shall be maintained at a height not greater than six (6) feet.
- 4.5 All landscaping improvements made to the manufactured home lot as provided by this Agreement shall, upon termination of tenancy, by either Homeowner or Community, become the property of Community except as provided herein. The Homeowner may keep and take the following: Nothing without written agreement with Community.
- 4.6 Common areas, driveways, streets and Homeowner's spaces, including porches and decks, are to be kept clean and free from trash and litter at all times. Gardening tools, equipment, supplies, etc, must be stored inside the Homeowner's storage shed. Excess Homeowner belongings, regardless of whether or not they neatly boxed or stacked, may not be stored outside the home. No tarps or any kind are allowed.
- 4.7 Furniture left outside the home shall be limited to items commonly accepted as outdoor or patio furniture. Other furniture and/or appliances, etc. shall be stored inside the home and/or in an approved enclosed structure.
- 4.8 Storage of any type beneath the manufacture home including material of explosive nature, including but not limited to gasoline, is prohibited. Standard patio furniture and a park approved storage cabinet will be permitted to present a clean and neat external appearance. Any household appliance, exercise equipment or upholstered furniture cannot be place outside the manufactured home.
- 4.9 Boats, motorhomes, travel trailers, unmounted campers or unsightly objects will not be stored on the lot or parking areas. Special storage problems should be coordinated with Community.
- 4.10 No wood burning stoves or wood burning fireplaces are allowed in the Community. No exception will be granted.
- 4.11 Window coverings visible from the outside of the home must not be in disrepair as viewed from the exterior of the home, in good working order, of a neutral color compatible with the color of the home or trim, of a design and material common in the window dressing industry such as drapes, curtains, levelors, etc. Sheets, blankets, plastic, paper, foil, etc. are not allowed.
- 4.12 Clothes lines, clothes line poles and/or outside drying of laundry is permitted if located in the backyard and out of view from the street. Clothes lines and clothes line poles must be maintained in good repair. Clothes, linens, rugs, etc. are not to be draped over deck or porch railings or otherwise left outside the home.
- 4.13 Play equipment is not permitted in Community without written permission of Community. If permission is granted, play equipment may be located only in the backyard of the home and within the boundaries of the Homeowner's yard. Each Homeowner assumes responsibility for maintain the play equipment in serviceable condition at all times. In the event of termination of the lease, Homeowner agrees to remove the play equipment from the lot. Trampolines are not considered play equipment and are not allowed.
- 4.14 Hot tubs, spas and/or swimming pools may be allowed, with prior written permission from Community and proof of Homeowner's insurance. Along with obtaining written permission from Community and showing proof of insurance, the Homeowner will be required to install said hot tub, spa or swimming pool in the rear of their yard, install an approved security fence around it and install a locking cover. Hot tub, spa and swimming pool covers will be required to remain locked when not in use.



4.15 Holiday decorations must be removed from the home and lot within thirty (30) days following the celebrated holiday.

4.16 Propane tanks larger than five (5) gallons are not allowed in the Community except for those attached to and used exclusively for recreational vehicles.

## **Section 5 - Homeowners, Additional Occupants & Guests**

5.1 Cherry Lane, LLC is a 55 and older community. At least one residency approved occupant per household must be at least 55 years of age. All additional occupants must be at least 40 years of age. Proof of age is required. Any exceptions must be approved in writing by Community.

5.2 All Homeowner(s) and additional occupants must be identified in the rental application, listed in the lease/rental agreement, and approved by Community prior to establishing residency. For any subsequent additional occupants including caregivers, a Residency Application must be submitted and applicant approved by Community prior to moving into the home. All additional occupants must sign an Additional Occupant Agreement.

5.3 The total number of permanent residents in any manufactured home shall not be greater than two per originally manufactured bedroom plus one.

5.4 Upon establishing residency, Residents shall name an emergency contact person including address and telephone number(s). Emergency contact information shall be maintained current.

5.5 Guest(s) or person(s), including house-sitter(s) and caregiver(s), may not remain in Community for more than fourteen (14) days in any year whether consecutively or cumulatively unless written authorization is received from Community. Guests staying over fourteen (14) days must submit an Application for Residency and be approved for residency through Community's application screening process. Community reserves the right to disapprove the request of any person to become a resident if that person fails to meet the application screening criteria or in the event the approval would violate the occupancy standards.

5.6 Homeowner(s) is responsible for the behavior and activities of their guest(s) at all times. Homeowner responsibility includes ensuring that guest(s) abide by all Community Rules and Regulations. Any invitee or person allowed by a Homeowner to be in Homeowner's home or on Homeowner's lot shall be considered a guest of that Homeowner.

5.7 No Homeowner, guest, or pet may cause, allow, or suffer any loud or disturbing noise or act at anytime, and shall not interfere with the quiet enjoyment of the premises by other residents. This prohibition shall include, but is not limited to, parties, radios, televisions, stereo equipment, barking dogs, etc.

5.8 Quiet hours at Community extend from 10:00pm to 7:00am.

5.9 No commercial trade or business nor gratuitous baby-sitting may be conducted out of Homeowner's manufactured home or on its lot in the Community. Any exceptions must be approved by Community.

5.10 Homeowners, pets, guests, etc. are not allowed to trespass on another Homeowner's lot. Unless invited, any entry onto another Homeowner's lot is considered a trespass.

5.11 Should a Homeowner wish to conduct a yard sale, the event must have prior written approval from Community. The sale must not last longer than three (3) days. Any remaining items at the conclusion of the sale must be removed from sight by the end of the third day. A park wide yard sale may be permitted by Community

annually but must be coordinated with the Community Manager. Any promotional signage must be removed at the end of the sale.

## **Section 6 - Subletting**

6.1 All homes in Community must be owner occupied. No Homeowner is allowed to rent or sublet their home or any portion of the home.

## **Section 7 - Sale of Manufactured Home**

7.1 The Homeowner must give Community at least ten (10) day advance written notice of their intent to terminate residency or intent to sell their home. MHCO Form 11 may be obtained from Community Manager. A thirty (30) days written notice is required of intent to remove the home from Community.

7.2 Prospective purchasers of a Homeowner's home must submit an Application for Residency to Community and obtain approval from Community prior to occupying or finalizing the sale of any home in Community. The sale of a home in Community shall not obligate Community to accept the purchaser as a homeowner or resident unless an application has been received and approved prior to the sale.

7.3 A Homeowner shall be permitted to sell their home in place to a new homeowner subject to the following conditions: the home premises, including but not limited to the home, storage building(s), carport, yard, and any and all other attachments; shall be in compliance with or brought up to current Community home standards unless otherwise approved in writing by Community prior to close of the sale. Communication of the required repairs will be via MHCO Re-Sale Compliance Form 53. It is up to the Seller and Buyer to determine who will take responsibility for such repairs. The repairs must be completed in a timely manner and in a timeframe agreed to in writing with Community.

7.4 One professionally prepared "For Sale" sign of a maximum size of 18" x 24" may be displayed in the front yard or window of a home which is being offered for sale. Homemade signs are not allowed.

## **Section 8 - Utilities**

8.1 Homeowners are responsible for the payment of all utilities. Homeowners are responsible for the utilities on their lot from the point of delivery; i.e. electric pedestal, water source connection and/or shut off valve, or sewer line connection. Exterior hose bibs and risers are the responsibility of the Homeowner. Any damage to Community utilities caused by a Homeowner's action shall be paid for by the Homeowner.

8.2 Each Homeowner must contract with the local Garbage company to haul away the garbage. If the Homeowner discontinues Garbage Service or Garbage Service is cancelled because the bill is not paid, this will be an infraction of the Rules and Regulations. The Homeowner will be given thirty (30) days notice to move or to obtain local Garbage Service.

8.3 Garbage containers and garbage shall be kept out of sight except on collection day and the evening prior to collection. Garbage containers must be properly stored away the day of collection. Garbage containers must have lids that close tightly.

8.4 Do not place items in the home sanitary system not designed to be placed there. Paper towels, sanitary napkins, diapers, and other large items should not be flushed down the toilet. Grease should not be poured down

sink drains. Any expense incurred in clearing a sewer line blockage caused by Homeowner negligence or misuse will be charged to Homeowner causing the blockage.

8.5 Antennas and Dishes: No satellite-type antenna dishes, c.b./home radio antennas or exterior T.V antennas are allowed without express written permission from Community. T.V. cable service is provided to each space. Homeowner is responsible for monthly cable service charges.

8.6 In the event Homeowner opts to use another T.V. cable provider requiring a dish, Homeowner must first obtain written permission from Community. On obtaining written approval, the dish must be installed no higher than the roofline of the home and may be attached only to the rear of the home, carport, or storage building. Any required wiring visible on the exterior of the home must be routed and securely attached so as to be near invisible. Installation must be done in a professional, workmanlike manner and must be properly secured against the hazards of wind and severe weather. Choosing a different provider does not relieve Homeowner of paying the Community provided monthly cable service charges.

8.7 Each Homeowner shall be responsible for ensuring that no storage building, structure or landscaping blocks access to any shut-off valve, sewer clean-out or electrical pedestal located on the Homeowner's lot.

## **Section 9 - Pets**

9.1 Dogs and Cats: A maximum of two domesticated animals, i.e. dog(s) or cat(s) may be allowed with prior written approval of Community. The Pet Agreement shall specifically identify the pet(s) and shall become part of the Rental Agreement between Community and the Homeowner(s).

9.2 House pets under twenty (20) pounds at maturity may be allowed, if the Homeowner obtains prior written permission from Community. Said permission shall become a part of the lease/rental agreement between the Community and the Homeowner. No outside dog runs, dog houses, or pets living outside the manufactured home are allowed. Pets (including cats) must be kept on the Homeowner's lot and are not to be allowed to roam unattended on Homeowner's lot, Community streets, common areas, or other Homeowner's lots. All pets shall be attended and on a leash when not inside the Homeowner's manufacture home.

9.3 Noisy, unmanageable or unruly pets that generate complaints will not be allowed to remain in Community. Pets shall not be left leashed or tied up outside the Homeowner's home during any period of absence by the Homeowner. Excreta pet droppings must be cleaned up promptly and properly disposed of by the pet owner.

9.4 Homeowner shall receive one written warning regarding a complaint about a pet. At Community's discretion, if a second written notice is issued, the pet must be removed from Community permanently within ten (10) days of the second written notice.

9.5 No pet food or food dishes may be kept outside.

9.6 No dangerous breed dogs are allowed. Full or mixed breeds of the following dogs are not permitted under any circumstance: Chow, Rottweiler, Doberman, Pitbull, Blue Heeler, German Shepherd, Akita, Wolf-hybrid. This restriction also applies to any other breed or mix as determined by Community's insurance company to be a dangerous breed.

9.7 Fish and caged birds are allowed and do not require Pet Agreements. The Homeowner will be required to remove any bird whose vocalization is so loud as to disturb neighbors.

- 9.8 Animals normally described as farm animals, exotic animals, and dangerous animals are not allowed.
- 9.9 Special exceptions to the pet rules may be allowed to accommodate service, aid or companion animals, as provided for by law.
- 9.10 The Homeowner is responsible for ensuring that pets accompanying guests abide by Community pet rules. This applies in all aspects including size of the pet.

## **Section 10 - Common Areas**

- 10.1 Community will maintain those areas of the Community which Homeowner is not responsible for maintaining pursuant to the lease/rental agreement and the rules and regulations referred to herein as “common areas”. Homeowner use of the common areas and common area by other occupants of Homeowner’s manufactured home and Homeowner’s guests, licensees, and invitees, is, however; at the risk of the user. Community is not responsible for injuries or damages associated with the use of common areas or the personal property connected with common area use unless such injuries or damages are caused by Community’s negligence or willful misconduct.
- 10.2 Homeowner, occupants of the manufactured home, guest, licensees, and invitees may use the Community common areas only for the purposes for which they were intended and may not do in common areas activities which would not be permitted on leased /rented spaces. Common areas may not be used for storage or parking.
- 10.3 No alcoholic beverages are allowed in common areas.
- 10.4 Homeowner acknowledges that there are dimly lighted and/or dark areas with the Community and agrees to carry a portable light source when walking at night. Homeowner shall provide a portable light source for any invitee or guest to Homeowner’s home.

## **Section 11 - Recreation and Laundry Facilities**

- 11.1 Homeowners and Homeowner's visitors may use of Community's Recreation Building (Club House) and Laundry Building pursuant to these Rules and Regulations, provided, however, that such use is at the user's own risk. Community is not responsible for injuries or damages associated with use of the Recreation or Laundry buildings or any personal property connected with use of the facility including loss or theft. Use of the Facilities is provided at no additional charge to the Homeowner, other than a cleaning deposit for the Recreation Building and coins necessary to operate the machines in the Laundry Building.
- 11.2 Guests are not permitted in the Recreation Building unless accompanied by a Homeowner. Homeowners are directly responsible for their guests' conduct and compliance with Community Rules and Regulations.
- 11.3 Pets are not allowed in the Recreation Building or the Laundry Building.
- 11.4 Liquor and alcoholic beverages are not allowed to be served or consumed in any building or adjoined recreational area which is Community property.
- 11.5 Unnecessary noise or loud parties will not be permitted at any time.
- 11.6 Homeowners are expected to leave the Facilities in a clean and orderly state at all times.
- 11.7 Any personal items left in either facility including in the refrigerator may be disposed of without notice.

11.8 Community reserves, at its sole discretion, the right to discontinue providing laundry machine at any time.

## **Section 12 - Vehicles**

12.1 Each Homeowner lot is allowed two (2) vehicle which must be registered with Community and identified by Make, Model, Year, Color, and License Number. Any new or additional vehicle must be registered within thirty (30) days.

12.2 Homeowners with more than two (2) vehicles may make request in writing to Community to park additional vehicle(s). Community's decision to grant or not grant the request will be final. Should the request be granted, Homeowner must register the additional vehicle(s) with Community by completing and signing an Additional Vehicle Form. Homeowner will be charged a monthly fee for additional vehicles(s). Community may change the amount paid for additional vehicles(s) by notifying Homeowner with a ninety (90) day written notice. Community will designate where the additional vehicle(s) must be parked. Failure to park in the designated location may result in tow of the vehicle(s).

12.3 Community reserves the right to restrict access of any vehicle, if in Community's opinion, the vehicle is too loud, constitutes a hazard or is in such dilapidated condition that it distracts from the appearance of the community. Inoperable vehicles are not allowed in Community.

12.4 Each home must provide off-street parking for a minimum of two (2) vehicles. Parking is restricted to the Homeowner's paved driveway except between the hours of 6:00am and 11:00pm when on-street parking in front of the home is allowed except from lots #24 to #48 because of emergency vehicle access. No overnight on-street parking is allowed for either Homeowners or guests.

12.5 The Homeowner and guests must ensure that guest vehicles are parked in a location so as not to block any neighbor's access or restrict traffic flow within Community. "Fire Lane" restrictions must be adhered to at all times.

12.6 Guest(s) vehicle must meet all requirements of and abide by the same Rules and Regulations as apply to Homeowner owned vehicles

12.7 If Community intends to remove a vehicle from the Community due to violation of any vehicle rule and/or regulation, Community will give twenty-four (24) hour written notice to the Homeowner responsible for the vehicle in person, if possible, or otherwise by posting a Notice of Intent to Tow on the vehicle. If the vehicle is not removed from Community or otherwise fails to comply with the Vehicle rules and regulations, within the twenty-four (24) period, Community may tow the vehicle at the risk and expense of the vehicle owner and/or the responsible Homeowner. Repeated vehicle violations or failure to comply with notices may result in termination of the Homeowner's residency.

12.8 With the exception of delivery truck and vans, in the course of business, and emergency vehicles; vehicles larger than 3/4 ton, must have prior written permission of Community to enter the community and/or park on a Homeowner's lot or on the street.

12.9 The speed limit within Community is ten (10) miles per hour for all vehicles or a safe speed whichever is less.

12.10 Motor homes, campers, canopies, RV trailers, utility trailers, boats, boat trailers, snowmobiles, canoes, dune buggies, or any other kind of recreational vehicle, commercial vehicle, or unlicensed vehicle(s) are not allowed to be stored or parked on the Homeowner's lot or driveway. The only exception is that they may be parked

at the curb on the street in front of the homeowner's home, but not later than 6:00pm daily to accommodate loading and unloading. Fire Lane/No Parking designations must be observed for community safety. Otherwise, these vehicles must normally be parked off-site or in Community RV Storage area. A monthly fee will be charged for use of Community RV Storage area. Propane tanks larger than five (5) gallons are not allowed in Community except for those attached to and used exclusively for recreational vehicles.

12.11 Motorcycles are not allowed in Community except with prior written permission. With permission to be in Community, motorcycles may be driven only to and from the Homeowner's lot. All motorcycles must be registered. Unregistered motorcycles shall not be stored in Community. Noisy or unregistered motorcycles will not be allowed. Whether a motorcycle is noisy or not shall be determined at the sole discretion of Community. Motorcycles belonging to guests must meet the same requirements as Homeowner owned motorcycles. The same rules as apply to motorcycle also apply to three-wheelers, all-terrain vehicles or the like.

12.12 Driveways of vacant homes or lots may not be used for guest or overflow parking with prior approval from Community.

12.13 Homeowners are not allowed to overhaul vehicles on their lots or in their driveway. No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made within the Community. No automobile equipment, engines, motors, etc shall be washed anywhere in Community.

12.14 Oil changes or routine minor vehicle maintenance may be allowed, but only in an area designated by Community.

12.15 Vehicles leaking oil, transmission fluid, brake fluid, antifreeze, or any other lubricant or chemical onto streets or driveways must be removed from Community until repaired. The Homeowner is responsible for cleaning up any leaked fluids from the driveway and/or street immediately.

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

12.17 Exterior vehicle washing with non-hazardous chemicals is allowed.

12.18 Only "street-legal" and licensed vehicles will be allowed in Community. Unregistered, or unlicensed vehicles of any type are not allowed in Community. Motorized skate boards, scooters, etc. are not allowed. All motor vehicles must be operated by a licensed driver.

12.19 If Community intends to remove a vehicle from Community due to rules and regulations violation, Community will give twenty-four (24) notice to the Homeowner responsible for the vehicle, as provided in the notice provision of the lot lease/rental agreement and by posting a notice on the windshield of the vehicle. If the vehicle is not removed from the Community within twenty-four (24) hours, Community is allowed to have the vehicle towed from the Community at the risk and expense of the vehicle owner and/or the responsible Homeowner. Including any tow, impound or any other fees and charges.

## **Section 13 - Firearms & Fireworks**

13.1 Firearms and other weapons will not be discharged within Community or on property owned by the Community at any time. Firearms include "BB" guns, pellet guns, dart guns, any other weapon capable of firing a projectile some of which may be considered toys.

13.2 Firearms safety practices should be observed at all times to ensure the safety of all family members, friends, visitors, neighbors, and the Community.

13.3 Oregon State Law prohibits the use of certain types of fireworks. Fireworks that “pop” or propel into the air are considered illegal. The only fireworks allowed in Community are those that do not make noise and/or are hand held. Homeowners and/or their guests must clean-up any fireworks debris discharged in the Community. Homeowners and/or guests discharging fireworks are responsible for any damage whatsoever to the Homeowner’s property, other Homeowner’s property or the Community property.

## **Section 14 - Hazardous Materials**

14.1 No paint, household chemicals, motor oil or any other caustic or non-biodegradable substance shall be deposited in any street drain, sewer system or on the grounds within the Community.

14.2 Any fine and/or cost associated with the clean-up of any non-biodegradable substance that is caused by any Homeowner shall be chargeable to the offending Homeowner.

## **Section 15 - Removal of a Manufactured Home**

15.1 A Homeowner agrees to notify Community of the Homeowner's intent to remove their home from the Community at least thirty (30) days prior to the planned removal date. The Homeowner agrees to notify Community at least seventy-two (72) hours prior to scheduled tear down and transport of the home. Said notice shall include the name, address, telephone number, and certificate of insurance of the contractor/mover.

15.2 Prior to removal of a Homeowner's home, all lot rent, utilities, services and any other amounts owed to Community must be paid in full.

15.3 Upon termination of the rental agreement, the Homeowner will remove the home and any improvements to the lot which Community requests be removed. The lot must be left in a clean and debris free condition. Only items agreed to by Community may be left on the lot.

15.4 The Homeowner is responsible for any damage caused to the lot, other Homeowner lots or the streets, curbs, and/or any other Community or other Homeowner's improvements during the removal of the Homeowner's home and shall reimburse Community or other Homeowners fully for any damage or loss.

## **Section 16 - Dispute Resolution**

16.1 Informal Resolution: Any Homeowner(s) having a dispute with any other Homeowner(s) or Community management over an interpretation and/or enforcement of the Lease/Rental Agreement or a park rule or policy may:

16.1.1 Request a meeting with the Community Manager to discuss the dispute.

16.1.2 If the meeting with the Community Manager does not satisfactorily resolve the dispute, the Homeowner(s) may request a meeting with the park owner or professional management representative of the park owner, if the owner uses a property management company.

16.2 Mediation: If 16.1 above is not successful, either Community or the Homeowner(s) may request Mediation of the dispute by notifying the other party in writing of said request. Within fifteen (15) days of receipt of such request, both parties shall contact the Oregon Mobile Home Parks Ombudsman and shall thereafter meet either in person or via conference call, at an agreeable time and place within the following fifteen (15) day and attempt to

mediate the dispute. If either does not agree with the solution suggested by the Ombudsman, then either party may pursue legal options per Oregon Law.

16.3 Per Oregon Law (ORS 90.610), not subject to Informal Resolution or Mediation:

16.3.1 Non-payment of rent or other fees or charges provided for in the Lease/Rental Agreement

16.3.2 Increases in rent

16.3.3 Closure or sale of the manufactured home park

16.3.4 Dispute involving substantial personal injury to another resident or employee of the Community.

16.3.5 Termination of tenancy once written notice of termination has been given by Community, whether or not such notice has been received by the Homeowner(s).

16.3.6 Any lien claim or claim for damages reasonably anticipated to exceed \$2,000.

16.3.7 Sale of a Homeowner's home and acceptance of a prospective purchaser by Community.

16.4 The dispute resolution process set forth in this section applies to disputes between Homeowner and Community about certain of Homeowner's and Community's obligations under the lease/rental agreement and the rules and regulations. The process is intended to serve as a vehicle for resolution of the minor disputes which commonly arise from time to time between Community and Homeowners with respect to maintenance of premises, Homeowner conduct which disturbs other Homeowners, and similar disputes. The process applies to all disputes arising in connection with the lease/rental agreement or these rules and regulations except for types of disputes specifically exclude: see Section 16.3

16.5 As part of the dispute resolution process, it is understood and agreed by the parties that no legal action will be filed on any matters, but rather the alternate dispute resolution process set forth above will be followed. Arbitration shall be in lieu of litigation, and shall be binding as to any and all disputes, including but not limited to: landlord-resident matters, fair housing claims, personal injury claims, property damage claims, and contract claims. During said dispute resolution, all sums due under this Lease shall be paid according to the terms contained therein. Payment of rent or other sums due by the Homeowner, and acceptance by the Community shall not constitute a waiver by either party of the right to assert a breach of this lease.

16.6 Both parties shall attempt to agree on a single Arbitrator. If the parties are unable to do so, then each party shall select their own arbitrator who shall then elect a third Arbitrator to arbitrate the issue. All of the cost of the arbitration and the Arbitrator will be agreed to and shared equally by both parties. Costs shall not exceed \$200.

16.7 Arbitrator's Decision shall be final, binding and non-appealable, subject only to the provisions of ORS 33.210-33.330.

## **Section 17 - Partial Invalidity**

17.1 If any term or provision of these Rules and Regulations or any document referred to in this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or other application of or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Rules and Regulations Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

## **Section 18 - Miscellaneous**

18.1 Notice(s) pursuant to these Rules and Regulations and any agreements related hereto may be delivered by personal delivery, posted, and/or First Class United States Mail.



18.2 Any Community permission, approval, determination, opinion, acceptance, etc., as herein used shall be in writing and granted and/or revoked at the sole discretion of Community.

18.3 Only written representation by Community or Community's Agent(s) shall be binding upon said entities and/or persons.

18.4 These Rules and Regulations and any ancillary Agreements are intended to comply with all local, state, and federal law. If any part is found to be contrary to the law, the remainder shall continue to be in full force and effect.

18.5 Waiver: Failure of Community at any time to require performance of any provision of these rules and regulations, the lease/rental agreement, or policies; shall not limit the right of Community to enforce the provision, nor shall any waiver or any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision or any other provisions.

### **Section 19 - Amendment to Rules and Regulations**

19.1 Community reserves the right to amend, revise, modify, and/or add Rules and Regulations as determined by Community and in accordance with the provisions of Oregon Law (ORS 90.610).

19.2 Be advised that any and all agreements between Community and any Homeowner or Resident which modify or amend the Rules, Regulations, or Policies set forth herein must be in writing. Verbal agreements or representations are invalid and unenforceable.

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## Section 20 - Acknowledgement Receipt

Homeowner(s) / Tenant(s) by their signature below acknowledge receipt of Cherry Lane, LLC Rules and Regulations dated October 01, 2018 and agree to abide by and comply with said Rules and Regulations.

Homeowner Community Address: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Community Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Homeowner / Tenant Copy***

## Section 20 - Acknowledgement Receipt

Homeowner(s) / Tenant(s) by their signature below acknowledge receipt of Cherry Lane, LLC Rules and Regulations dated October 01, 2018 and agree to abide by and comply with said Rules and Regulations.

Homeowner Community Address: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Community Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Cherry Lane Copy***