

Country Living Manufactured Home Community

87911 Territorial Road, Veneta, OR 97487 (541) 935-2612

RULES AND REGULATIONS

The "Rules and Regulations" lists the rights and responsibilities of tenants and management. By reasonably controlling the use of the premises at Country Living Manufactured Home Community, residents can enjoy a pleasant Community atmosphere. These Rules and Regulations apply to all tenants of Country Living Manufactured Home Community, their families and their guests.

1. RENTS

- A. All rents and fess are payable in advance and are due on the first day of each month. For the safety of the Tenant and Management, rents shall be paid by check or money order. All rents must be paid to Management by mail or in person at the Community office, 87911 Territorial Rd. Office, Veneta, OR 97487, unless otherwise notified in writing by Management. Management is defined as the Community owners, owner's agent, and Community managers.
- B. Should any rents not be paid by the 4th day of the month a late charge will be assessed. Failure to pay all charges in full when due may be cause for eviction. Failure to pay other charges, including fees, utilities, fines and other non-rent items with the following month's rent or by their specified due date may result in a Notice of Rules Violation, which may also be cause for eviction.
- C. A handling fee will be charged each time a check is returned for any reason, in addition to a late fee if applicable, and each time a notice is served for a rules violation or late payment of rent, or if you require billing notices or invoices.

2. MAXIMUM OCCUPANCY

- A. Pursuant to Oregon law, maximum occupancy is two persons per bedroom.
- B. Every room designated for sleeping purposes shall have accessible clothes handling space with a minimum width of 2 lineal feet per person and a minimum inside depth of 22 inches, with a rod and a shelf, according to HUD guidelines

3. UTILITIES

- A. The City or appropriate utility will provide the following services to the Tenants rental space: electric supply, telephone cable and TV cable, and household garbage removal service in excess of one can. The payment for these or other services must be made directly to the serving utility company by Tenant. Non-essential utilities, such as cable TV, could be discontinued if no provider were available. Any municipal or state charges for water and sewer services are passed on by Management to the Tenant. The Tenant shall pay the Landlord for their pro rata share of sewer and water usage. Water usage is metered individually on the Tenant's service line. The Landlord will bill tenants accordingly. Management reserves the right to change these utility arrangements, including the billing procedure, with reasonable notice to Tenant. Any separately billed utility fees and charges are not included in the base rent charged for the space and shall not be considered to be rent or a rent increase. Management may, at its sole discretion, discontinue providing any utility services to Tenant if such services are available from other sources.
- B. Basic household garbage removal service (one 35 gallon can per space per week) is currently included in space rent. Recycling services are available through Country Transfer and Recycling. Payment for additional cans or unscheduled garbage pickup service ("missed cans") at the request of the Tenant will be the responsibility of the Tenant. *Please recycle whenever possible, as it saves you money and is good for the environment.* Tenant may call County Transfer and Recycling at (541) 935-1319 for questions about recycling and to arrange for extra garbage pickup service. Management reserves the right to change these arrangements, including the billing procedure, and may, with reasonable notice to Tenant, discontinue to provide basic garbage service. Garbage and garbage containers must be stored out of sight, except on days when garbage is scheduled to be collected. Tenant must furnish their own water-shedding, fly-tight garbage cans, prominently and permanently labeled with tenant's space number.
- C. Charges for electricity, gas, telephone, and television cable services are the responsibility of the Tenant. Exposed lines or cables shall not be allowed in the community. Lines or cables shall be buried underground.
- D. The Community Office telephone is for business or emergency use only. No personal telephone service is provided by Management.
- E. Modification or tampering with any of the utility service connections in the Community is strictly forbidden and a violation of state laws and may result in notices, fines and/or eviction.
- F. Tenant agrees to comply with all restrictions for water usage issued by Management during times of emergency. Tenants are encouraged to install low flow toilets, low flow shower heads, and flow restrictors in all faucets, as well as make personal provisions for emergencies, such as storing bottled water for drinking. Current government agency recommendations are that you store 3 gallons per person. Back flow preventer valves and anti-siphon hose bibs must be installed on Tenant's water line to prevent contamination of public water.
- G. No posts of any kind are to be driven or dug into the ground without first obtaining written permission from Management. Tenant will be held responsible for any damage Tenant does to underground utilities.
- H. Management reserves the right to enter Tenant's rented space for the purpose of reading water meters, delivering notices, inspection, or in case of emergency, and/or for performing work in connection with the maintenance or repair of a lot or its utilities. All costs of maintenance or repair resulting from neglect or misuse by Tenant, if such maintenance or repair must be performed by Management or management's agent, shall be paid by Tenant as part of "Other charges," (Section 1B).
- I. The Community is served by a sewer system that requires special care. Tenant will be charged for any damage or blockage of the sewer lines caused by improper use of the sewer system. Do not put sanitary napkins, tampons, paper towels, diapers, oil or grease, toxic or hazardous substances, or any foreign objects in the toilets, drain or garbage disposals. Refrain from using harsh antiseptics, bleaches or detergents in sinks, drains, or toilets. Please use only biodegradable products, liquid laundry detergent and dishwasher soap. These guidelines are at the request of the City of Veneta.
- J. 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. Tenant shall be responsible for any and all fines and the cost of cleaning up any caustic or non-biodegradable substance deposited by Tenant in Community.
- K. Propane tanks larger than five gallons are not allowed in Community except for those attached to and used exclusively for recreational vehicles. Country

Rules and Regulations (2016). Dated: _____ Initialed: _____ Initialed: _____

Country Living Manufactured Home Community Rules and Regulations

4. HOME AND LOT APPEARANCE

- A. All homes being moved into the Community must be approved in advance by Management. Permission to move in WILL NOT be given until all necessary application forms and rental agreements are properly approved and signed, and all fees paid. Homes to be moved into the Community shall have house-type siding, and vinyl-frame windows, or siding and windows that meet current Community standards. Management reserves the right to refuse any home which does not meet Community standards or is misrepresented as to manufacturer, condition, or appearance, on the original Rental Application. Proof of home ownership or the name and contact information of the lienholder shall be provided to Management prior to home being approved for placement.
- B. HOMESITES: 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 Property Manager. Homeowner further affirms that Homeowner has not relied on Management for advice concerning home installation and has relied on and discussed such installation with a manufactured home dealer or contractor and is relying on the skills, experience, and judgment of the manufactured home dealer or contractor.
- C. SPACE NUMBERS: Homes shall display a space address number provided by the Community that is clearly visible from the street and approved by Management. Numbers must be affixed within 8 hours of home placement to accommodate civil fire protection, safety, and medical response services.
- D. MOVING HOMES: Notice to Management is required 72 hours prior to any home being moved in or out. Such notice must be timely, descriptive, and in writing, so that Management may be available to monitor the moving process. Corner stakes will be set on the lot by Homeowner or Homeowner's agent to locate the proper position of the home relative to the street and lot corners. The stakes must then be inspected and approved in advance of move in by Management. Coordinating the move with the appropriate government agencies and inspectors, Management, and Transporter will be Tenant's responsibility IN ADVANCE of moving the home. Transporter must register license numbers both of towing vehicle and of home, and provide proof of liability insurance, at Community Office prior to attaching home. Homeowner must schedule moving the home at a time when management is available to monitor the moving process, including attachment of an anti-siphon valve at the meter connections. Homeowner is responsible for any damage caused to their lot, other lots, streets, or any portion of Community during the siting or removal of their home and shall reimburse Community or other Homeowners, as appropriate, for any loss suffered.
- E. CONNECTIONS: Tenant is responsible for proper utility connections in accordance with government regulations. Tenant is also responsible for cost of repair or clearing sewer line blockages from the home to the Community main.
- F. WATER LINES: "non-freeze" or "heat tapes" must be installed on water lines at the time of connection and maintained in good working order. Installation of a back flow preventer valve in the water line is required. Tenant's water service line must be connected to a gate-type underground shut off valve that is accessible from outside the home and maintained in good working order at all times. Any damage or expense caused by freezing pipes will be borne by the Homeowner. Management is not responsible for the home's water system and water heater if it is necessary to shut off the Community water system for maintenance or repairs, or under emergency conditions. Under normal circumstances, Management will alert the Tenant when the water is to be turned off. The Tenant is responsible for repair or cost of repair of water leaks on home site side of the water meter.
- G. TONGUES: Homes must have the tongues (towing hitches) removed within 30 days of move-in. Older homes with permanently affixed towing tongues or hitches, which cannot be removed without damage to the home, must be skirted as outlined in 4.F below.
- H. SKIRTING: All homes must be completely skirted (to include skirting the tongues on those older homes which have tongues permanently affixed). Skirting on the home must be of a material that harmonizes with the siding on the home, or of code approved wood, or metal approved by Management for skirting, and painted/stained to match the siding or trim color of the home within 30 days of placement on site. Code approved brick, rock or ornamental skirting, with written approval of management, is also acceptable. Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked within 30 days following site placement of the home. All skirting must have an access panel (minimum dimensions 18 inches x 24 inches) that does not require tools for opening or closing and is located so that fuel, electric, water or sewer connections are readily accessible for inspection or repair.
- I. BUILDING PERMITS: Tenant shall get a building permit from the City of Veneta and provide a copy of the permit to Management prior to installing skirting, awnings, decks, or other exterior construction. All awnings, skirting, decks, steps, and other exterior construction will be of professional quality. All such construction shall be in harmony with the size, material, and color of the home. Inspector's certification that the home is "free from the hazards of fire" is required on completion of placement.
- J. PAINTING: Tenant shall provide color samples to management along with request for approval in advance of exterior painting. Management must approve colors in writing PRIOR to application.
- K. STORAGE: A storage unit not exceeding 100 square feet, built and finished to match home siding and colors, shall be installed and painted within 60 days of move-in. Lawn and garden care equipment, garbage cans, tools and/or recreational furniture, outdoor toys, bicycles, etc. must be stored in storage building. Tenants are responsible for ensuring that no storage building or other structure is erected or placed over any shut-off valve, sewer clean-out or electrical pedestal that may be located on their home site. Oregon State Law prohibits storage of any type beneath the mobile home.
- L. FENCING: Fencing or screening of any type is not allowed without Management's prior written permission, which may be granted with specific limitations.
- M. CONSTRUCTION OR REMODELING: All appurtenances including fences, decks, steps, storage buildings, awnings, or home modifications of any kind, must be approved in writing by Management prior to beginning construction, and conform to applicable county/city codes and Community standards. They will be of a material and color approved by Management to match the home. Plans must be submitted in writing and in duplicate to Management and should include such detail as dimensions, materials to be used, color samples, a perspective drawing, and anticipated beginning and completion dates. Management can provide acceptable guidelines to Tenant. Permission to proceed with a project shall be considered to be granted only upon Management's return to Tenant of one set of plans bearing Management's dated signature for approval. Written approval will set a completion date which will also be considered the expiration of the approval period allowed by Management to implement the change.

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- N. DECKS: A deck at the front door of at least four feet wide by twelve feet long (4' X 12' including steps) or at least 48 square feet with other dimensions approved in advance by Management, shall be installed within 30 days of home placement on site. Property Manager may approve exceptions to minimum size requirement if Tenant's size will not accommodate structures of the stated dimensions. The front deck must be entirely covered with a free standing metal or wood framed awning, installed and maintained in accordance with state and local laws and Community standards within 30 days of placement on the home site. Rear deck with a minimum platform of three feet by four feet (3' X 4') must also be installed as required by Community standards within 30 days of home placement. Decks shall not be enclosed with any type of material other than wood or wood-like plastic lattice, finished in a professional manner. Decks shall not be used to store household goods including, but not limited to, such items as furniture, appliances, rugs, carpet, and decorative accessories. See 4.P. "Maintenance," below.
- O. LANDSCAPING: Each Tenant must landscape his or her lot within 60 days of move-in. Tenant shall submit a landscape plan to Management and obtain written approval before any planting work begins. Tenant's lawns must be kept neatly mowed, free of debris, weeded and edge-trimmed; shrubs and flower beds must be kept neat and mulched, free of weeds, trimmed and clean. Spent plants and flowers shall be removed when they become unsightly. Any landscaping of home site not properly maintained by the Tenant before deadline set in Notice of Rule Violation may be maintained by Management, and Tenant will incur a Lot Maintenance Charge. Any such charges will become part of "Other charges" and will be due with the following month's rent (Section 1.B.).
- P. MAINTENANCE: Tenant's space must be kept free of trash, debris, miscellaneous material and recreational items around and under the home including front, sides, and back yards. Firewood is limited to a volume of 1 cord and shall be stored neatly and out of sight of the street behind the home covered with a brown tarp, or placed in the storage building. Management reserves the right to have Tenant move firewood or other items if it is unsightly in Management's opinion. Homes and accessory items shall be kept washed, clean, in good repair, and well maintained, and not be allowed to become mildewed or stained. Painted areas shall not be allowed to peel or become weatherworn and shall be regularly painted or stained. Such items as furniture, appliances, rugs, carpet, and decorative accessories; shall not be kept on decks or anywhere on the lot outside the home. Outdoor patio furniture and outdoor barbecues in good repair and well maintained are excepted from this restriction during the season of their use.
- Q. SATELLITE DISK, ANTENNAS, ETC.: Exterior television and radio signal equipment are permitted only with the prior written authorization of Management, must be placed discreetly in a position approved by Management, and conform to all laws, regulations, and ordinances at the time of installation. Citizen Band and/or home radio antennas and satellite dishes over 39" are not allowed. Antennas must be placed at the back of the home and must extend less than 12' above the roofline of the home. Antennas must be maintained to be securely placed and kept free of rust, and when no longer used must be removed from the home.
- R. QUALITY and aesthetic standards are at the sole discretion of Management. Tenant is responsible for knowing and complying with all city, county, and state building codes, and Community standards governing home alterations and construction of accessory items. If for any reason any improvements or site appearance do not meet with applicable codes or Community requirements, or if Tenant proceeds without specific written permission from Management, Tenant will be responsible for removal and/or replacement of said project within 7 days of notice by Management, solely at Tenant's expense. (See Section 16 below).
- S. CLOTHESLINES: Towels, rugs, laundry or other apparel may not be hung outside the home or on the lot at any time except on a clothes line that is approved in writing by management. Should management find the clothes line has become unsightly or items are left on the line more than 14 hours, tenant agrees to remove the clothes line within 5 days of being given notice to remove it.
- T. WINDOWS: Tenant is responsible for installing, maintaining, and keeping clean and in good repair approved windows and window coverings. Window coverings may include curtains, drapes, shutters, or blinds etc., in all windows of the home. Unapproved window coverings include, but are not limited to, sheets, blankets, tablecloths, plastic, shower curtains, etc.
- U. SIGNS: No signs may be posted anywhere within the Community without the prior, written approval of Management. Signs and advertising a home for sale must be no larger than 36" high and 24" high. Unauthorized signs will be immediately removed and destroyed by management without notice.
- 5. **VEHICLES AND PARKING**
 - A. The speed limit for all vehicles in the Community is FIVE (5) miles per hour. Speed bumps should be crossed at slower speeds, as appropriate for your vehicle. For everyone's safety, speed limits are strictly enforced.
 - B. Vehicles are limited to a maximum of 2 per home site, or space available in that home site's parking area after placement of the home, whichever is less. Acceptable vehicles are cars, motorcycles or pickup trucks not exceeding a three quarter (3/4) ton rating, or as limited in size by space available on home site, whichever is less. Vehicles in addition to these guidelines will be considered 'excess vehicles' and may incur Notice of Violation or towing. Each vehicle shall be currently licensed and registered in the name of Tenant and operated on at least a weekly basis. All vehicles shall be registered with the Community management. Vehicles not so registered may be towed without notice at owner's expense. Approval of Manager must be obtained before bringing any truck larger than ONE ton, SINGLE AXLE into the Community. Trucks of one ton or larger will not normally be allowed to park overnight on a Tenant's sight.
 - C. Parking is permitted only in Tennant driveways. Vehicles may not be parked on the street, or on lawns or yard and garden areas in the Community; vehicles so parked WILL be towed without notice. Driveways of vacant lots may not be used for guest or overflow parking without advance approval from Manager. Vehicles may not be used for storage. Vehicles may not be parked in a manner that blocks any part of street, traffic flow, or access to any Tenant spaces, pursuant to local fire codes.
 - D. Motorcycles, bicycles, and mini-bikes are permitted only for transportation to and from the Community, and shall not be used for sport within the Community. Registration of any vehicles may be withheld if the vehicle is noisy. Whether a vehicle is "noisy" shall be at the sole discretion of management.
 - E. Inoperable or unlicensed vehicles, vehicles that are not driven on a weekly basis, and commercial vehicles may not be parked on a home lot or in any common area of the Community. All such vehicles will be towed at owner's expense after notice to Tenant, if Tenant can be ascertained. The only exceptions are for commercial vehicles making deliveries, or involved in making repairs and service to a home, which may be allowed only on a temporary basis not exceeding 14 hours.

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- F. Storage must be arranged outside the Community for recreational and excess vehicles. Motor homes, campers, trucks, trailers, boats, snowmobiles, three wheelers, all-terrain vehicles and other recreational vehicles are not allowed to be stored on Tenant's site or anywhere in the Community. Parking of such vehicles on Tenant's home lot is expressly prohibited, however recreational vehicles may be brought to Tenant's site, as coordinated with Manager's approval, for up to 48 hours to accommodate loading and unloading. Notice shall be given to Management in advance of parking to avoid towing or Notice of Violation.
- G. Any vehicle dripping oil or gasoline must be repaired or removed from the premises IMMEDIATELY to prevent fire hazard and to avoid damage to pavement and/or the soil. Tenant will be held fully liable for any such hazardous material spills and must be immediately clean them up with biodegradable agents and notify Management. This is in accordance with current Environmental Protection laws. Any damage to the pavement will be the responsibility of the Tenant. If clean up or repair is done by Management, all resulting shall be Tenant's responsibility according to Section 16, below, as part of "Other Charges" due with the following month's rent (Section 1.B.).
- H. Vehicle repair, service, or restoration is not permitted in the Community. This includes, but is not limited to painting, oil change, cooling system work, 7.in accordance with current Environmental Protection laws. Tenants will be responsible for cleaning and costs of cleaning, and this responsibility survives the term of tenancy.
- I. Management reserves the right to have any unauthorized vehicle towed without notice, at Vehicle Owner's expense.

6. RECREATION AND COMMON AREAS

- A. Any common areas and common facilities in or about the Community shall be subject to the exclusive control of Management. Management shall have the right to construct, maintain, and operate utilities, lighting, and other improvements on said areas, to change the areas, rearrange and/or close the facilities without notice.
- B. Any recreation facilities provided are for the exclusive use of Tenants and their accompanied guest and are used at their own risk. Management takes no responsibility for accidents and/or damage that occurs while Tenant or guests use these areas.
- C. Tenant may erect play equipment in Tenants yard with manager's prior written permission, provided that all play equipment smut be located within boundaries of Tenants site, and is maintained in serviceable and safe condition, and does not pose a risk, hazard, or liability to others. Tenant agrees to remove the equipment when tenancy is terminated, or if manager determines that equipment is unsafe or in need of repair. Safe use of the equipment is solely the responsibility of the Tenant. Above ground pools (wading pools or hot tubs/spas ONLY, swimming pools are not allowed) are permitted only with the written permission of the Manager. Tenant agrees to defend and hold the Community and Community Owner and Agents harmless from any and all claims, suits, damages, and actions resulting from Tenant's play equipment and/or above ground pools. Hot tubs/spas are to be covered after each use.
- D. Toys or play equipment (bicycles, games, etc.) shall not be left in the streets or common areas.
- E. 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 that will be allowed in the Community are those that do not make noise and/or are hand held. Tenants and/or their guest must clean up any fireworks discharged in the Community. Tenants discharging fireworks are responsible for any damage done by them in the Community, as well as for the safety of all regarding their use.
- F. FIREARMS will not be discharged within the Community or on property owned by Community. Firearms are to be kept unloaded at all times while in the community. Firearms include BB guns, pellet guns, dart guns, and any other weapon capable of firing a projectile (this includes archery equipment).

7. GUESTS AND HOUSESITTERS

- A. All guests staying in the Community more than seven days must register with Management. Overnight guest's vehicles must be registered with Management and arrangements made for parking in advance of stay.
- B. Guests' pets are NOT allowed in the community, for insurance requirements and liability purposes.
- C. Visiting guests must be accompanied by an adult Tenant at all times.
- D. Tenant is responsible for the conduct of their guests, licensees, and invitees, and agrees to make them aware of Community Rules and Regulations. Any damage or disturbance caused by a guest is the sole responsibility of the Tenant.
- E. Guest parking shall be in management designated areas only. Prior to overnight parking a guest vehicle must be registered with Management and identified by placement of a sign bearing the Tenant's name, guest's name, that day's date, and the space number where visiting. The sign shall be easily visible from the street outside the vehicle. Any vehicles not so registered and identified may be towed without notice.
- F. Any long-term guest occupying a home in the Community more than the 14 days allowed in a 60 day period must, by the end of that 14 days apply for tenancy. In the event tenancy is not approved, the guest shall no longer occupy the home. If the Tenant is absent from the home, the person occupying in their absence will be defined as a "House sitter" arrangement, under these Rules.
- G. House sitters whose stay becomes or is intended to be longer than 7 days are required to get written permission from Management in advance of occupancy. Application and criminal record screening and fees WILL be required.

8. PETS

- A. All pets must be approved in advance in writing by Management. Tenant shall present pet to Management to be photographed and complete and sign Addendum A, called "Pet Agreement," to obtain Managements permission PRIOR to moving the animal onto the premises. AN UNAUTHORIZED PET MAY BE CAUSE FOR EVICTION.
- B. Limit of 1 dog or cat per home site. Dogs are restricted to breeds that will not exceed 20 pounds at maturity. All pets will be kept indoors at all times unless being walked on a leash or carried in the owners arms. Leaving pets tied outside unattended or loose on the Tenant's home site or in the Community could result in capture of the pet by Animal Control Services and/or revocation of Management permission to keep pet. It will also be cause for Notice of Violation and fines.
- C. Tenant shall maintain at all times and provide a current copy of continuing general liability insurance in a company satisfactory to Management in accordance with Amendment A, Pet Agreement. Said policy shall provide insurance coverage in the event of any claims, damages, or liability arising as a result of any injuries to other Residents, their guest, or other third parties directly or indirectly caused by a Resident's pet. A copy of the policy shall be provided to Management together with evidence satisfactory to management that the policy is in full force and effect prior to presence of pet in Community, and for so long as Resident retains pet at this Community, as provided by State law (ORS 90.530).

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- D. Management reserves the right to disapprove of any pet. "Aggressive breeds," as mentioned in Oregon Law, whether full or mixed breed animals, are specifically and expressly prohibited from these premises. These breeds include: Chow, Doberman, Pincers, German Shepherd, Pit Bull Terriers, Rottweiler, and Blue Heeler, or any dog that has a history of, or currently exhibits aggressive behavior. Noisy, unmanageable, or unruly pets that cause complaints will not be allowed to remain in the Community and will be cause for Notice of Violation of Pet Agreement. Tenant shall receive ONE Notice of Violation of Pet Agreement. If a SECOND notice is required, the pet must be permanently removed from the Community within 10 days of the second notice.
- E. No outside dog runs, doghouses, or pets living outside of a Tenants home will be allowed. No pet dishes, food, pet leashes, pet toys or other pet paraphernalia may be kept outside. Pet droppings must be cleaned up promptly by pet owners on ANY Community property, including Tenant's space, pursuant to Oregon Law.
- F. All pets in Community shall have a tag or other form of identification on the collar showing the name and current telephone number of the owner responsible for the pet. All pets must have valid licenses and proof of vaccination as outline in the Community Pet Agreement.
- G. Per ORS 90.530, Community may charge Tenant an amount not to exceed \$50.00 for each violation of a written pet agreement or violation of the Community rules and regulations relating to pets.
- 9. **RENTAL, SUBLETTING, AND SALE OF HOME**
 - A. Homes may not be used for any purpose other than that granted in Rental Agreement.
 - B. Tenant shall not rent or sublet all or any part of Tenant's home or lot.
 - C. If Tenant intends to sell a home within the Community, Tenant shall notify Management in writing of the intended sale at least 7 days in advance of such intended sale and shall notify the prospective buyer of the provisions of this paragraph.
 - D. Each prospective Tenant must submit an Application for Tenancy and be approved by Management prior to purchasing a home that will remain in this Community. Approval of the prospective tenant will not be unreasonably withheld.
 - E. All required documents (Application for Tenancy, Rules and Regulation, and Rental Agreement with appropriate addenda, and proof of home ownership) must be properly signed, approved, all deposits and rents paid and delivered to Management before new Tenant will be approved to move into the home.
 - F. No transfer of home titles for homes intended to stay in the Community will be approved for homes or lots not in compliance with current Community standards or rules in effect at the time of transfer.
 - G. Tenants must provide a proof that the home "free from the hazards of fire" to include certification of the presence of approved smoke alarms as a condition of resale, in accordance with State Law.
- 10. **CONDUCT – COMPLAINTS**
 - A. Actions of any nature that disturb the peace and quiet enjoyment of any other person are not permitted and will not be tolerated. Loud parties, fighting, intoxication, and use of illegal drugs are prohibited. Excessive noise from radios, stereos, and televisions, chainsaws, lawn care, or other equipment, as well as quarreling, loud talking, and profanity are not permitted at any time. Tenant shall be especially respectful of other Tenants between the hours of 10 pm and 7 am (noise abatement curfew).
 - B. Trespassing on other home sites is strictly prohibited and a violation of State Law.
 - C. All complaints requesting management action, except in emergencies, must be made in writing, signed by Tenant and presented to Management during regular office hours or by mail. If the complaint is against another person, that person and the space they occupy must be named.
 - D. Recreation is not allowed in the streets. All recreation must be conducted on Tenant's own lot.
 - E. Any rocks, stones, or plants in any area other than the Tenant's own lot shall not be disturbed. Rock throwing is not allowed and is considered a violation of these Rules and Regulations and subject to Service of Notice.
- 11. **SOLICITATION, BUSINESSES, AND YARD SALES**
 - A. No door-to-door soliciting is allowed in the Community without the prior consent of Management. Tenant is requested to contact Management if solicitation or peddling occurs within the Community without the written permission of Management.
 - B. No private enterprises or businesses may be conducted in the Community. This restriction includes, but is not limited to, baby-sitting of non-resident guest and day care activities. Illegal drug manufacturing and distribution, or prostitution is considered business and will be cause of eviction.
 - C. Two semi-annual Community yard sales may be held. These will be Community wide sales. Any Tenant wishing to participate in a yard sale shall conduct their sale on the same days as all other Tenants. The sales must be approved by and coordinated with the Community Manager. Each semi-annual sale shall not exceed 4 days in length. Subject only to the preceding, Tenants shall not conduct their own yard sales.
- 12. **VACATION**
 - A. We recommend that prior to leaving on vacation or being absent from the Community in excess of 7 days, Tenant shall notify Management and make arrangements for lawn care, etc. All rents and miscellaneous fees shall be paid in advance of the vacation period.
 - B. An emergency address and telephone number shall be left with Management.
 - C. Tenant shall advise Management in writing of any vehicles that are not registered with management for which Tenant is responsible that will remain parked at their home-site during their absence. Failure to do so may result in towing of vehicle.
- 13. **RESPONSIBILITY AND SECURITY**
 - A. All facilities and equipment and apparatus furnished on Community grounds are used at the risk of Tenant and Tenant's guests. Management is not responsible for injury or accident.
 - B. Management assumes no responsibility for loss due to fire, theft, winds, floods, earthquakes, freezing, accident, or any other cause. Each Tenant shall obtain and maintain all liability and property insurance necessary for the use and ownership of his or her home on rented property. Tenant will provide and continue to keep Management informed of current evidence of homeowner's insurance with at least \$250,000 personal liability coverage naming Management as additional insured, for any cause of damage due to Tenant's neglect.

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- C. Tenant agrees that no property within the Community shall be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in applicable state or local laws or regulations. Tenant agrees to fully indemnify and hold harmless the Management against any and all claims and losses, including attorney's fees, resulting from a breach of this provision. This obligation to indemnify shall survive the payment of all rents and the termination of this tenancy.
- D. Tenant hereby agrees to hold Management harmless from any and all loss and damage, including attorney's fees, which may be occasioned due to defects of property of any and all character, whether belonging to Tenant or any person in, upon, or about the premises, however occasioned, and further agrees to hold and save Management harmless from any kind of loss and damage or claim thereof, and shall defend such actions at Management's request.
- E. Tenant acknowledges that there may be dimly lighted and/or dark areas within the Community and that management recommends carrying a portable light source when walking at night. Management also recommends that Tenant provide a portable light source for any invitees or guest to Tenant's home.
- F. Community does not provide a security patrol or security systems. Tenants are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times Tenants observing any suspicious or illegal acts are requested to notify County Sheriff AND the Community Manager immediately.

14. RENTAL AGREEMENT

All Tenants must sign the current Rental Agreement and Rules and Regulations before moving into the Community.

15. GENERAL

- A. Violation of these Rules and Regulations can and will constitute grounds for eviction.
- B. Management reserves the right to amend these Rules and Regulations by written notice as provided by State Law.
- C. Tenants signing this agreement acknowledge that they have been advised to review this and all related documents with their own attorney. Each party electing to have these documents reviewed by an attorney shall bear the costs and expenses so incurred.
- D. If any clause or term of this agreement shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of agreement shall be unaffected.
- E. Management will not discriminate on the basis of race, color, sex, marital status, familial status, religion, national origin, or handicap in violation of any city, state, or federal law.
- F. Failure of Management at any time to require performance of any Rule or Regulation contained herein shall not limit its right to enforce the Rule or Regulation, nor shall any waiver of any breach of any Rule or Regulation be a waiver of any succeeding breach of that Rule or Regulation or a waiver of that Rule or Regulation itself or any other Rule or Regulation.

16. FEES, CHARGES, AND ASSESSMENTS

If Tenant fails to do maintenance or complete improvements within the allotted time, or has failed to complete them to Management's satisfaction, or has otherwise failed to take some action required by these rules and regulations, Management has the option of taking that action on behalf of Tenant, or to complete or change the installations at Tenant's expense, the cost of which shall be the responsibility of the Tenant and become a part of "Other Charges" (Section 1.B.). If Tenant takes some action not in compliance with these rules and regulations (such as constructing an improvement without approval), Management has the option of undoing what Tenant has done, or doing what Tenant has failed to do. If Management exercises this option, Tenant shall be responsible for Management expenses in doing the work:

Please Note: As operation costs change, the following amounts may be adjusted without notice

A.	Returned Check Charge	\$45.00 each occurrence
B.	Late Rent Charge	\$30.00 each occurrence
C.	Lot Maintenance Charge (1 hour minimum)	\$35.00 per hour (1 hour minimum charge)
D.	Fines assessed for rules violation	\$50.00 or as provided for by law

Country Living Manufactured Home Community Rules and Regulations

I/We have read the foregoing Rules and Regulations as set forth herein and do hereby agree to abide by them explicitly.

Signed this _____ day of _____, 20____. Space # _____

Tenant: _____

Tenant: _____

Community Manager: _____ Space # _____

Community Manager, Country Living Manufactured Home Community