

DAYTON MANUFACTURED HOUSING COMMUNITY
RULES AND REGULATIONS

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IMPORTANT NOTE: These Rules and Regulations are an integral part of your rental agreement. Violation of the Rules and Regulations can result in the termination of your tenancy.

Section 1
GENERAL

- 1.1 These rules and regulations apply to the manufactured housing COMMUNITY known as Dayton Manufactured Housing Community AKA: Dayton Mobile Home Park, which is referred to in these rules and regulations as "COMMUNITY".
- 1.2 The owner and operator for COMMUNITY will be referred to in these rules and regulations as "OWNER".
- 1.3 The owner of an individual manufactured home or dwelling who is also a park resident or tenant and who rents or leases a lot in the COMMUNITY from OWNER will be referred to in these rules and regulations as "HOMEOWNER" or "HOMEOWNERS".
- 1.4 The manufactured homes or manufactured housing structures which HOMEOWNERS place on lots they lease/rent from OWNER in COMMUNITY will be referred to in these rules and regulations as "manufactured homes" (or singularly).
- 1.5 The individual manufactured home spaces in COMMUNITY leased to HOMEOWNERS by OWNER will be referred to in these rules and regulations as "lots".
- 1.6 The site rental agreement entered into between OWNER and HOMEOWNER, of which these rules and regulations form an integral part, is referred to in these rules and regulations as "site rental agreement" or "agreement".
- 1.7 Any action required to be taken by OWNER pursuant to these rules and regulations may, unless otherwise specified, be taken by the property manager appointed by OWNER to act as its representative in connection with COMMUNITY.
- 1.8 Any approval, consent, or waiver which these rules and regulations require to be obtained from OWNER or COMMUNITY must be obtained in writing, signed by an authorized representative of OWNER or COMMUNITY, and obtained prior to doing the act for which approval, consent, or waiver is to be obtained, particularly prior to the initiation of any construction.
- 1.9 Any actions with which these rules and regulations deal, must be taken in accordance with federal and state law and regulations, and in accordance with local ordinances, in addition to meeting the requirements of these rules and regulations.
- 1.10 Any alterations to HOMEOWNER'S manufactured home or improvements (including fencing, painting, color scheme changes, name signs and the like) constructed on HOMEOWNER'S lot must have the prior written approval of OWNER, whether those alterations or improvements are required by the site rental agreement or these rules and regulations or whether they are voluntarily proposed by HOMEOWNER. Improvements or alterations will usually be required to be made with factory-manufactured material.

- 1.11 OWNER may waive one or more requirements of these rules and regulations on a showing by HOMEOWNER that special circumstances exist which distinguish its situation from that of other HOMEOWNERS. Any HOMEOWNER'S request for a waiver must be in writing and addressed to the property manager appointed by OWNER for COMMUNITY. In acting on any request for a waiver, OWNER will consider the result to HOMEOWNER if no waiver is granted, the expense to OWNER or COMMUNITY if a waiver is granted, and the impact of any waiver on COMMUNITY as it is now constituted or may reasonably be constituted in the future. OWNER may condition any waiver on HOMEOWNER'S payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions.
- 1.12 If HOMEOWNER fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, OWNER 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 approval), OWNER has the option of undoing what HOMEOWNER has done. If OWNER exercises this option given, HOMEOWNER shall be responsible to OWNER for OWNER'S expenses in doing the work, together with a fee of twenty percent (20%) profit.
- 1.13 OWNER 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. In determining how to meet this promise, OWNER will follow precedent under appropriate city, state, and federal statutes.
- 1.14 COMMUNITY OWNER does not provide a security patrol or security systems. Residents are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Residents observing any suspicious or illegal acts are requested to notify the police department and/or the COMMUNITY manager.
- 1.15 Failure of COMMUNITY at any time to require performance of any Rule or Regulation contained herein shall not limit the right of COMMUNITY 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.

Section 2

MANUFACTURED HOME SET- UP

- 2.1 OWNER 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 OWNER.
- 2.2 HOMEOWNER agrees that HOMEOWNER has examined the condition of the space and is aware of its condition and accepts said space "as is" and "with all faults". HOMEOWNER further states that HOMEOWNER has not relied on OWNER/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 judgement of the manufactured home dealer or contractor.

- 2.3 Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for coordinating with the COMMUNITY manager to specifically locate the position of the manufactured home on the space. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot comers. The HOMEOWNER will be responsible for coordinating with the manufactured home dealer and/or transportation company that moves the manufactured home to ensure that the manufactured home is properly positioned on the space. All Homeowners with mortgaged, manufactured homes who are purchasing their home on a contract shall furnish to the Manager, the name and address of the lienholder or mortgagee prior to moving the home into the Community.
- 2.4 On arrival at COMMUNITY for set-up, HOMEOWNER will register with OWNER the license number of the vehicle which is towing their manufactured home and the license number of the manufactured home, if required to be licensed. If the manufactured home is not required to be licensed, HOMEOWNER will register with OWNER the manufactured home's Xplate number, color, model and dimensions.
- 2.5 All aspects of manufactured 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.
- 2.6 As a part of hooking-up to COMMUNITY'S water system, HOMEOWNER will install a back flow device at HOMEOWNER'S expense. HOMEOWNER agrees to maintain the back flow device in proper working order at all times. HOMEOWNER shall have the back flow device tested at least annually.
- 2.7 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 manufactured home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.
- 2.8 HOMEOWNER is responsible for connecting the manufactured home to the sewer line with rigid pipe. The manufactured home must be placed on the lot so as to cover or enclose sewer and water connections, as required by law.
- 2.9 HOMEOWNER must remove any towing hitch within thirty (30) days after the manufactured home is placed on the lot.
- 2.10 Temporary steps must be removed within thirty (30) days of set-up and replaced with permanent steps.
- 2.11 HOMEOWNER will not be entitled to move into their manufactured home until siting and set-up have been approved by OWNER.

Section 3
MANUFACTURED HOME
STANDARDS

- 3.1 Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for providing the manager and/or OWNER 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 agreement includes all required improvements as set forth in Section 3 of the COMMUNITY rules and regulations, specifically including skirting, decking and awnings. In those cases where a HOMEOWNER is moving a qualifying manufactured home into COMMUNITY that is not a new purchase, the HOMEOWNER shall be responsible for providing a photograph together with complete descriptive information identifying the size and materials of all improvements including storage structures that will be sited in the COMMUNITY. All home roofs must have composition asphalt shingles or the equivalent with a gable profile.
- 3.2 No permanent alterations are to be made to the manufactured home, or manufactured home space without the prior written permission of OWNER (including fencing, painting, color scheme changes, etc.). The OWNER 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 OWNER prior to construction and/or installation. The OWNER reserves the right to request that all permanent structures erected by a HOMEOWNER be removed at the HOMEOWNER'S expense when the HOMEOWNER moves from the COMMUNITY.
- 3.3 All homes, accessories, and/or alterations/additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.
- 3.4 No manufactured home, accessory structure or addition, including awnings, decks, etc., may be placed closer than 3' from any lot boundary line without the prior written approval of the COMMUNITY and the neighbor of any adjacent lot which may be affected by the encroachment into the set-back area. No manufactured home, accessory structure and/or addition to include decks, awnings, porches, etc., may be placed closer than 8' from any electrical transformer.
- 3.5 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 by 3'6" high. A smaller window may be allowed with the prior written approval of OWNER on the condition that the HOMEOWNER install landscaping acceptable to OWNER across the front of the home to visually compensate for the lack of a window(s). The window(s) facing the street must have wood trim painted a complimentary color.
- 3.6 Homes moving into COMMUNITY must be a minimum of 24' wide (unless a lesser width is approved by OWNER pursuant to paragraph 1.11), and must be approved by COMMUNITY management prior to move-in. A home will normally not be accepted if it is more than five

years old as of the date of move-in. Management reserves the right to refuse admission to any home that does not meet COMMUNITY standards or the condition and/or appearance of the manufactured home is misrepresented.

- 3.7 All homes are required to have wood, vinyl or aluminum lap siding. Skirting must be of a similar material as the siding on the home and painted/stained to match the siding or trim color. Wood skirting must be made of pre-treated/weatherized material that is compatible in design to the exterior of the home. Brick, rock or ornamental skirting is also acceptable. Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT allowed. All skirting must have an access panel (minimum dimensions 18' X 24") that does not require tools for opening or closing and is located so that fuel, electric and water and sewer connections are readily accessible for inspection and repair.
- 3.8 Each HOMEOWNER shall be responsible for installing the space number of their home on the front side of the home approximately 5' above ground level.
- 3.9 HOMEOWNER is responsible for installing or constructing the following within thirty (30) days of set-up of its manufactured home:
- a) Pre-treated wood skirting compatible with the manufactured home and painted to match it, or some other suitable siding approved by OWNER pursuant to paragraph 1.11.
 - b) Pre-painted continuous aluminum or galvanized metal gutters and down spouts connected by underground 3" rigid or corrugated pipe to the curb, gutters must be of continuous metal fabrication;
 - c) Two above ground hosebibs, one on each side of the manufactured home;
 - d) A carport and storage shed attached to the home and painted a complimentary color. The color is to be approved in writing by management prior to painting.
- 3.10 All manufactured homes must have decks not smaller than specified below unless otherwise approved by OWNER. Exceptions to minimum size requirements may be approved by OWNER if HOMEOWNER'S site will not accommodate structures of the stated dimensions. All plans for decks and awnings must be approved by OWNER prior to installation and construction. OWNER may agree to elimination of the front door awning, but such agreement must be in writing at the time of move-in. Any deck area shall total no more than 500 square feet. Minimum deck sizes shall be as follows:
- * Patio Side: Deck - 4' X 6' or 24 square feet of continuous deck.
 - * Carport Side: Deck 3' X 6' (including steps)

- 3.11 Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the manufactured home or fully enclosed with pre-treated wood so as to be compatible with the design of the porch and deck. All skirting must be continuous and have an access panel (with minimum dimensions of 18" by 24"), and the access panel shall not require tools for opening or closing. All decks, porches and steps must have hand rails. Vertical slats/railings made of 2" X 2" material on 4" centers must be installed between the top of the railing and the deck and step treads. Decks must be constructed of 2" X 4" or 2" X 6" pressure treated/weatherized wood. Awnings and decks must be installed within thirty (30) days following set-up of the manufactured home unless other arrangements have been made in writing with OWNER.

Any wood frame patio awning must have a composition roof, be designed and painted to match the manufactured home and be approved by OWNER in writing prior to its construction.

- 3.12 All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above-ground plumbing must be connected to an underground shut off/gate valve that is accessible and maintained in good working order at all times. Homeowners are responsible for bleeding outside water lines prior to subfreezing weather conditions. Any damage or expense caused by freezing pipes will be borne by the Homeowner.
- 3.13 Prior to siting of the manufactured home, HOMEOWNER must submit a space landscaping plan to OWNER for review and approval. No home will be allowed to move into COMMUNITY until the space landscaping plan has been approved by OWNER. Homeowner agrees to complete the lot landscaping not later than ninety (90) days following move-in
- 3.14 OWNER reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances which may be dictated herein by the terrain of the COMMUNITY or individual spaces/lots.
- 3.15 No excavation of any kind shall take place until and unless the park has been notified due to the existence of underground utilities.

Section 4

MANUFACTURED HOME AND LOT MAINTENANCE

- 4.1 HOMEOWNER is responsible for maintaining and keeping clean and in good repair the exterior of their manufactured home, as well as all appurtenant structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, hand railings, storage buildings, etc., shall be painted or stained as necessary to prevent their visual and/or physical deterioration. The exterior finish of the home must be maintained to the satisfaction of the Owner/Community, which may require painting as needed with a color pre-approved by Owner.

- 4.2 HOMEOWNER is responsible for maintaining all lawn areas, flowers, shrubbery and trees within the boundaries of their lot/space. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds and watered as necessary. All slopes must be planted with erosion deterrent plants.

If the landscaping is not properly maintained, OWNER 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, OWNER reserves the right to evict the HOMEOWNER. If HOMEOWNER wastes water and allows water to run into the street, OWNER may impose a charge each time the HOMEOWNER wastes water.

- 4.3 All landscaping improvements made to the manufactured home space as provided by this Agreement shall, upon termination of tenancy, by either the HOMEOWNER or COMMUNITY management/ owner become the property of OWNER except as provided herein below. The HOMEOWNER may keep and take with him the following: **Note: Nothing without written agreement.**

- 4.4 HOMEOWNERS absent for an extended period of time - two weeks or more (14 consecutive days) shall be responsible for arranging for the care and maintenance of their space during their absence.

- 4.5 Fences over 48" high are not permitted. Chain link fences and cedar fences are allowed and may be installed only in the rear yard area of the manufactured home space. Chain link fences require metal fence posts set in concrete and stretched fencing fabric with a top pole. All cedar fences shall be 36" in height with a 12" lattice top rail and be constructed as per applicable building code regulations. All fences, including color of paint or stain, must be approved in writing by OWNER prior to installation. HOMEOWNER is responsible for maintaining any fence located on HOMEOWNER'S property.

- 4.6 If HOMEOWNER constructs a rear yard fence, as outlined in paragraph 4.5, 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 .

- 4.7 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. Children's toys are not to be left in the streets. Garbage cans, gardening tools and equipment, etc., must be stored inside the HOMEOWNER'S storage shed.

- 4.8 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture. Storage of any type beneath the mobile home including material of explosive nature is prohibited (Oregon State Law). 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 placed outside the mobile home. Boats, travel trailers, unmounted campers or unsightly objects will not be

stored at space or parking areas. Special storage problems should be coordinated with Management.

- 4.9 Stacking or storage of firewood is limited to one cord. Firewood must be stored in an approved storage shed. Wood and pellet burning stoves are not allowed in COMMUNITY. Existing wood and pellet burning stoves must be removed upon sale of the home.
- 4.10 Clothes lines or clothesline poles are not allowed. Clothing, linens, rugs, etc., are not to be draped over deck or porch railings or otherwise left outside the HOMEOWNER'S manufactured home.
- 4.11 HOMEOWNER may erect play equipment in HOMEOWNER'S backyard with OWNER'S prior written permission. All play equipment must be located behind the manufactured home and within the designated boundaries of the HOMEOWNER'S yard. HOMEOWNER assumes responsibility for maintaining playground equipment in serviceable condition and agrees to remove the equipment when the tenancy is terminated. Permission to have play equipment on the space is subject to revocation at any time if OWNER determines that the equipment is in need of repair. Above ground pools (wading pools, hot tubs/spas, etc.) are permitted only with written permission from OWNER. HOMEOWNER agrees to defend and hold the OWNER and OWNER'S Agents harmless from any and all claims, suits, damages and actions resulting from HOMEOWNER'S play equipment and/or above ground pools (wading pools, hot tubs/spas, etc.). Wading pools are to be emptied after each use and hot tubs/spas are to be covered after each use. Trampolines are not permitted in the Community.
- 4.12 HOMEOWNERS must remove (take down) any holiday decorations from their manufactured home within thirty (30) days after the celebrated holiday.
- 4.13 Backboards may not be installed on carports, awnings, or other structures located on the HOMEOWNER'S lot. Portable backboards/stands are allowed with the prior written approval of OWNER.
- 4.14 HOMEOWNER is responsible for installing, maintaining, and keeping clean and in good repair approved window coverings which 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, table cloths, and plastics, etc.
- 4.15 Exterior window blinds are allowed with the prior written permission of OWNER from June 1st through October 31st of each year. Exterior blinds must be removed not later than November 1st of each year. Bamboo or reed exterior blinds are NOT allowed. Exterior blinds must be of a color that matches the exterior siding or trim color and must be maintained by the HOMEOWNER in a serviceable condition at all times.

Section 5
HOMEOWNERS AND GUESTS

- 5.1 The tenancy agreed on in the rental agreement is based on occupancy of the manufactured home by the persons identified in the agreement. Any additional occupants must be approved by OWNER prior to move-in.
- 5.2 The total number of permanent residents in any manufactured home shall not be greater than two per bedroom in the manufactured home.
- 5.3 HOMEOWNER is responsible for the actions of other occupants of manufactured home, guests, licensees and invitees.
- 5.4 No commercial trade or business nor gratuitous baby-sitting may be conducted out of HOMEOWNER'S manufactured home or on its lot in COMMUNITY.
- 5.5 No one will carry on any obnoxious or offensive activity which OWNER believes is or may become an annoyance or nuisance to COMMUNITY.
- 5.6 Guests of HOMEOWNER may not remain in COMMUNITY for more than fourteen (14) days in any year (whether consecutively or cumulatively) unless written authorization is received from OWNER. HOMEOWNERS are responsible for their guests actions. Guests desiring to become residents of the manufactured home must apply for residency, and shall be subject to Owner's approval. Under such circumstances, the criteria used by Owner for screening the guest's application for tenancy are as follows: 1) prior rental references, 2) credit references, 3) employment status, 4) ability to pay rent and other expenses arising under the rental agreement with the park, 5) criminal records (including indictments and convictions), 6) the availability of information required under the parks application for tenancy, and 7) the guest's willingness to enter into a rental agreement with the park.
- 5.7 HOMEOWNER will respect the peace of COMMUNITY and see that guests do the same. Neither HOMEOWNER nor guests shall cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, musical instruments, chain saws, motorcycles, automobiles, pets, etc. There is a noise abatement curfew from 10:00p.m. until 7:00 a.m.
- 5.8 HOMEOWNER will provide OWNER with the name of a person to be contacted in the event of HOMEOWNER'S death at least every two years in compliance with Oregon law.
- 5.9 HOMEOWNER will provide OWNER with proof of ownership for the manufactured home occupied by HOMEOWNER consisting of a) copy of the bill of sale for manufactured home prior to move-in and/or occupancy, and b) copy of the title and vehicle I.D. information from DMV within sixty (60) days after move-in.

- 5.10 HOMEOWNER will provide OWNER with proof of insurance, and proof of good standing with the county showing that the personal property taxes have been paid for the manufactured home (Form 113) for the current personal property tax year at the commencement of the tenancy and at the request of OWNER anytime thereafter.
- 5.11 HOMEOWNER is responsible for permanently displaying the manufactured home registration plate (X-plate) to the manufactured home in plain sight from the street prior to move-in and/or occupancy.
- 5.12 Two annual COMMUNITY garage sales will be permitted for all HOMEOWNERS in the COMMUNITY on two predetermined weekends in the spring and fall. HOMEOWNERS are responsible for coordinating which two weekends each year the garage sales will take place. Each garage sale is not to last more than one weekend (three days). Prior approval must be obtained from OWNER as to which weekends and times each COMMUNITY garage sale is scheduled to prevent interference with other COMMUNITY projects. NO INDIVIDUAL GARAGE SALES ARE ALLOWED.
- 5.13 Tampering with mail addressed to others is a federal offense and is a basis for eviction.

Section 6 SUBLETTING

- 6.1 No rental or subletting of a manufactured home is permitted. Manufactured homes must be owner-occupied.
- 6.2 Any person occupying a manufactured home to care for it (i.e., a "house-sitter") during an absence by HOMEOWNER in excess of 30 days must be approved by OWNER prior to occupying the manufactured home.
- 6.3 Under exceptional circumstances, the OWNER and/or COMMUNITY Manager may approve the use of a manufactured home by other than the owner; however, prior written permission must be obtained in advance from the management.

Section 7 SALE OF MANUFACTURED HOMES

- 7.1 Prospective purchasers of a manufactured home must submit an application for residency and be approved by OWNER PRIOR to occupying any manufactured home in COMMUNITY. No sale of a manufactured home in COMMUNITY shall obligate COMMUNITY management to accept a new purchaser unless an application has been received and approved by COMMUNITY management prior to the sale.

- 7.2 HOMEOWNERS shall be allowed to leave their manufactured home in its present space and sell the manufactured home to a new HOMEOWNER, subject to the following conditions:

Homeowner agrees to have the manufactured home and all accessory structures inspected by the City/County building and fire inspectors. Homeowner agrees to correct/repair any deficiencies noted by the inspector within thirty (30) days or prior to resale of the home, whichever occurs first. Any accessory structure constructed without a building permit shall be removed from the home. The manufactured home and accessory structures shall comply with all safety and health requirements of the governing jurisdiction

- 7.3 Homeowner acknowledges that if a park owned carport/storage shed is currently on the subject lot it is not part of the sale and will not be transferred to the new homeowner. The new homeowner will be required to purchase the carport/storage shed or construct a new carport/storage shed {See section 3.9 (d)}.
- 7.4 One (1) "For Sale" sign and one (1) flyer box may be displayed on a lot. The sign must not be more than 24" wide by 18" in height. Flyer boxes may not be more than 10" wide by 12" in height.
- 7.5 Prospective purchasers shall furnish to the Manager the names and addresses of all lienholders and/or mortgagees who will be extending credit for the purchase of the home, as a condition of being accepted as a Community resident and as a condition of tenancy.

Section 8 UTILITIES

- 8.1 Electrical and cable TV service is the responsibility of the HOMEOWNER . OWNER is currently providing garbage, sewer and water services. OWNER reserves the right to transfer responsibility for garbage, sewer and water services to HOMEOWNER at a future date. In the event a private service prepares bills for any of the above services, any amount payable for said services shall be made payable as instructed by the private service company and/or COMMUNITY/OWNER.
- 8.2 HOMEOWNER(S) are responsible for disposing of their garbage. As long as COMMUNITY contracts for a garbage service to pick up garbage, HOMEOWNER(S) may utilize the garbage receptacle(s) provided by COMMUNITY for general garbage disposal. In the event, COMMUNITY discontinues general garbage service at any time, HOMEOWNER(S) will be required to furnish their own water shedding, fly-tight garbage cans.
- 8.3 Paper towels, sanitary napkins, and other large items should not be flushed down your toilet. Grease should not be poured down sinks. Homeowner is responsible for clearing any blockage in a sewer line from the home to the main line servicing the Community.
- 8.4 No c.b./home radio antennas are allowed. Satellite TV dishes up to 39" in diameter may be allowed subject to placement in an unobtrusive location, i.e. not visible from the street. The placement shall be coordinated with the service provider and the COMMUNITY manager. HOMEOWNER shall notify COMMUNITY manager a minimum of forty-eight (48) hours

in advance as to day and time of installation. HOMEOWNER is responsible for installation and monthly charges. TV cable service may be provided to each space. HOMEOWNER is responsible for monthly cable service charges and hook up charges. TV antennas must be placed at the back of the home and must be less than 12 feet above the roofline of the manufactured home. TV antennas must be maintained and kept free of rust. Antennas that are no longer in use must be removed from home.

- 8.5 Each HOMEOWNER shall be 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 the HOMEOWNER'S space.

Section 9 PETS

- 9.1 House pets under twenty (20) pounds at maturity may be allowed, if the HOMEOWNER obtains prior written permission from the COMMUNITY manager. Said permission shall become a part of the rental agreement between the OWNER and the HOMEOWNER. **Full or mixed breeds of the following dogs are not permitted under any circumstances without exception: Chow, Rottweiler, Doberman, Pitbull;Blue Healer, and German Shepherd.** Handicapped HOMEOWNERS are allowed to keep a specially trained seeing eye/hearing animal as allowed by law.
- 9.2 No outside dog runs, dog houses, or pets living outside of a manufactured home are allowed. Pets must be kept on the HOMEOWNER'S space and are not to be allowed to roam unattended on HOMEOWNER'S lot, COMMUNITY streets, common areas or other HOMEOWNER'S lots. Pets shall not be left leashed or tied up outside a HOMEOWNER'S home during any period.
- 9.3 All pets shall be attended and on a leash when not inside the HOMEOWNER'S manufactured home.
- 9.4 Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain in the COMMUNITY. Homeowner shall receive one written warning regarding a complaint about a pet. If a second written notice is required, the pet must be removed from the COMMUNITY permanently within ten (10) days of such second written notice.
- 9.5 Excreta (pet droppings) must be cleaned up promptly by pet owners.
- 9.6 No pet food or dishes may be kept outside
- 9.7 All pets in the Community must have a tag or other form of identification on its collar, showing the name and telephone number of the homeowner responsible for the pet. All pets must have valid licenses and proof of current rabies vaccinations.
- 9.8 HOMEOWNER must sign a pet agreement and provide proof of liability insurance to COMMUNITY for each pet. HOMEOWNERS liability insurance shall name COMMUNITY as an additional insured.

- 9.9 COMMUNITY may charge HOMEOWNER 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.

Section 10
COMMON AREAS

- 10.1 The use of all common areas is done at the sole risk of HOMEOWNER AND HOMEOWNER'S guests. USE AT YOUR OWN RISK! Management is not responsible for accidents or injury to any person(s), or any lost or stolen articles occurring in any common areas. Use of all common areas is restricted to HOMEOWNERS and HOMEOWNER'S guests. Guests are not permitted in any common areas unless accompanied by HOMEOWNER. HOMEOWNERS are directly responsible for HOMEOWNER'S guests (mis)conduct, actions, and damage, etc. HOMEOWNERS will be held fully accountable for any and all consequences and expenses associated with HOMEOWNER'S guests actions. PETS, DRUGS, ALCOHOL, AND/OR LIQUOR ARE NOT PERMITTED IN ANY COMMON AREA. Unnecessary noise or excessively loud parties will not be permitted at any time. These requirements help protect your health and provide safe, pleasant use of the common areas for all HOMEOWNERS and HOMEOWNER'S guests.
- 10.2 HOMEOWNER, occupants of the manufactured home, and guests, licensees, and invitees, may use 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 sites. Common areas may not be used for storage or parking.
- 10.3 HOMEOWNER acknowledges that there are dimly lighted and/or dark areas within 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.
- 10.4 Except where otherwise posted, the curfew for all common areas within the COMMUNITY is enforced in accordance with any/all applicable governmental ordinances.
- 10.5 COMMUNITY streets shall not be used as playgrounds by HOMEOWNERS or guests. COMMUNITY sidewalks are not meant for use by bicycles, skateboards, scooters, tricycles, "Big Wheels" or other wheeled modes of transportation.
- 10.6 Equipment (i.e. bicycles, toys, games, etc.) abandoned in the streets or common areas will be confiscated and subject to disposal.

Section 11

VEHICLES

- 11.1 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 COMMUNITY. Propane tanks larger than five gallons are not allowed in COMMUNITY except for those attached to and used exclusively for recreational vehicles.
- 11.2 Each lot is provided with off-street parking for passenger vehicles. HOMEOWNER is permitted to have no more than two vehicles, which when not in use must be parked in the off-street parking areas for HOMEOWNER'S lot.
- 11.3 HOMEOWNER may request approval from OWNER to keep more than two vehicles. Any approval given will be conditioned on HOMEOWNER providing an additional approved off-street parking space for the additional vehicle at HOMEOWNER'S expense. If approval is granted, HOMEOWNER will be charged \$25.00 per month per vehicle. This charge will be adjusted to the same extent monthly rent is adjusted according to the rent adjustment formula provided in the rental agreement.
- 11.4 Vehicles dripping oil, transmission fluid, brake fluid or any other lubricant or chemical must be removed from COMMUNITY until they are repaired. Homeowner is responsible for cleaning up any oil, fluid, lubricant or chemical from the driveway and street immediately in front of Homeowners rented space/lot. OWNER may require that any vehicle, including vehicles owned by HOMEOWNERS, not be allowed to enter or remain in COMMUNITY, if, in OWNER'S opinion, the vehicle is a) not properly maintained b) constitutes a hazard to HOMEOWNERS or c) is in such dilapidated condition that it distracts from the appearance of COMMUNITY. If OWNER intends to remove a vehicle from COMMUNITY under this rule, it will give twenty-four (24) hours notice to the HOMEOWNER responsible for the vehicle, in person, if possible, otherwise by posting a notice on the vehicle. If the vehicle is not then removed from COMMUNITY within twenty-four (24) hours, OWNER may tow the vehicle from COMMUNITY at the risk and expense of the vehicle owner and the responsible HOMEOWNER. In the alternative, Owner may give notice to the Homeowner to remove the vehicle from the Community, and failure to do so shall serve as a basis for the termination of the Homeowner's tenancy.
- 11.5 HOMEOWNER is not allowed to park in COMMUNITY, or to allow others to park, commercial vehicles or equipment (other than that temporarily present for the purpose of providing some service to HOMEOWNER) or inoperable vehicles.
- 11.6 In addition to the off-street parking associated with HOMEOWNER'S lot, guests may park their cars in other parking areas designated by OWNER for that purpose. HOMEOWNER and guests must ensure that guests' cars are parked in a location so as not to block any neighbor's access or restrict traffic flow within COMMUNITY.

- 11.7 No overnight parking on the streets by guests or HOMEOWNERS is allowed.
- 11.8 Approval of OWNER must be obtained before bringing any truck larger than ONE ton, SINGLE AXLE into COMMUNITY. Trucks of one (1) ton or larger will not normally be allowed to park overnight on a HOMEOWNER'S lot.
- 11.9 Vehicles parked in violation of COMMUNITY rules will be towed away and impounded at HOMEOWNER'S expense.
- 11.10 The speed limit within COMMUNITY for all vehicles is limited to ten (10) miles per hour.
- 11.11 Motor homes, campers, trailers, boats, snowmobiles, residential vehicles and other recreational vehicles are not allowed to be stored on HOMEOWNER'S lot.
- 11.12 Recreational vehicles may be left on HOMEOWNER'S lot for up to forty-eight (48) hours to accommodate loading and unloading.
- 11.13 Motorcycles may be driven to and from the COMMUNITY only. Three-wheelers, all-terrain vehicles or the like, whether or not in use, are not allowed in COMMUNITY. Any waiver of this rule will be conditioned on HOMEOWNER'S registering the vehicle with OWNER and on the vehicle's not being noisy. Whether a vehicle is "noisy" shall be at the sole discretion of management. Unregistered vehicles may not be stored in the COMMUNITY.
- 11.14 Driveways of vacant lots may not be used for guest or overflow parking without approval from OWNER.
- 11.15 Loud motor vehicles may not be operated in COMMUNITY at any time.
- 11.16 Parking for HOMEOWNER'S recreational vehicles may be available for rent on a first come, first served basis in a recreational vehicle storage area. Neither OWNER nor COMMUNITY assumes responsibility and/or liability for the theft or damage of recreational vehicles stored in the storage area. Inoperable or dilapidated cars, boats, or recreational vehicles shall not be stored in the recreational vehicle storage area. Any inoperable vehicle found parked in the RV storage area shall be towed, as specified in Article 11.4. Any HOMEOWNER interested in storing a recreational vehicle in the COMMUNITY storage area should contact the COMMUNITY manager regarding rental rates, policies and procedures governing the use of the recreational vehicle storage area.
- 11.17 HOMEOWNERS are not allowed to overhaul vehicles on their space or in their driveway. No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made within the COMMUNITY, and no automobile equipment, engines, motors, etc. shall be washed anywhere in the COMMUNITY. Oil changes or routine vehicle maintenance is not an exception to this rule.

Section 12
FIREARMS AND FIREWORKS

- 12.1 Firearms will not be discharged within COMMUNITY or on property owned by COMMUNITY. Firearms are to be unloaded at all times while outside of a Homeowners Home in the Community. Firearms include "BB" guns, pellet guns, dart guns and any other weapon capable of firing a projectile.
- 12.2 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. HOMEOWNERS and/or their guests must clean-up any fireworks discharged in the COMMUNITY. HOMEOWNERS discharging fireworks are responsible for any damage whatsoever to the COMMUNITY.

Section 13
REMOVAL OF MANUFACTURED HOME

- 13.1 HOMEOWNER will give OWNER seventy-two (72) hours notice before removing the manufactured home from the lot and COMMUNITY. Prior to the removal of the mobile/manufactured home, all rents for space, utilities and services must be paid in full unless waived by COMMUNITY.
- 13.2 On termination of the site rental agreement, HOMEOWNER will remove the manufactured home and remove any improvements to the lot which OWNER requests be moved.
- 13.3 HOMEOWNER is responsible for any damage caused to lot, other lots, streets, or any portion of COMMUNITY during the removal of the manufactured home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.

Section 14
PARTIAL INVALIDITY

- 14.1 If any term or provision of this Agreement 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 the other application of such term 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 Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

Section 15
AMENDMENT OF
RULES

15.1 OWNER reserves the right to amend, revise and/or add additional Rules and Regulations pursuant to Oregon Law.

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN DAYTON MANUFACTURED HOUSING COMMUNITY AND 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.

HOMEOWNER ACKNOWLEDGES THAT HE/SHE HAS RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.

HOMEOWNER

DATE

HOMEOWNER

DATE