

CREEKSIDE ESTATE
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 Creekside Estate, 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/lot 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 "lot 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 lot 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 OWNERS 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, lot 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 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 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 HOMEOWNER will give OWNER 72 hours notice before bringing their manufactured home into COMMUNITY for set-up. On arrival, OWNER will instruct HOMEOWNER and HOMEOWNER'S driver on where to park the manufactured home pending set-up.
- 2.4 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 lot. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. 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 lot. 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.
- 2.5 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 color, model and dimensions.
- 2.6 All aspects of manufactured home siting and set-up, including electrical, gas, 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 a part of hooking-up to COMMUNITY'S water system, HOMEOWNER will install a back flow device at HOMEOWNER'S expense.
- 2.8 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.
- 2.9 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.
- 2.10 HOMEOWNER must remove any towing hitch within thirty (30) days after the manufactured home is placed on the lot.
- 2.11 Temporary steps must be removed within thirty (30) days of set-up and replaced with permanent steps.

- 2.12 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, awnings, and storage building. 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 lot 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 lot 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 permitted by county/city set back requirements to any lot boundary line. 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 have a 2" X 6" pressure treated base plate adjacent to the ground and 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 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 storage building which:
 - 1) is not smaller than 9' X 12' or larger than 15' X 10';
 - 2) is constructed as part of the carport using wood or pre-treated wood siding (whether or not prefabricated) painted to match the manufactured home; and
 - 3) is roofed with asphalt shingles compatible with the color and style of the manufactured home;
 - 4) pre-fabricated wood sheds are allowed subject to prior written authorization from COMMUNITY management.
- 3.9 All manufactured homes must have awnings and decks not smaller than specified below unless otherwise approved by OWNER. Exceptions to minimum size requirements may be approved by OWNER if HOMEOWNER'S lot 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.

Awning - 4' X 6' or 24 square feet of continuous aluminum factory/manufactured or wood frame awning.

* Carport Side: Deck 3' X 6' (including steps)

Awning - 12' X 26' or 312 square feet of wood or wood frame carport. Homes within COMMUNITY that have installed a deck and/or awning prior to the issuance of these Rules and Regulations shall be exempt from this requirement. Corrugated metal or fiberglass awnings are not allowed.

- 3.10 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 or carport 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. The carport awning must be a minimum of 12 feet wide unless the terrain or the lot size or shape limit the awning size to a narrower width. Garages may be constructed in lieu of a carport but must be the same color as and compatible with the manufactured home and shall be constructed only with OWNER'S prior written approval.

- 3.11 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.
- 3.12 Each HOMEOWNER shall receive a Lot LANDSCAPING WORKSHEET at the time HOMEOWNER makes application for residency. The worksheet will outline a general landscaping plan which shall be used as a model for preparing the HOMEOWNER'S landscape plan. Prior to siting of the manufactured home, HOMEOWNER must submit a

lot landscaping plan to OWNER for review and approval. No home will be allowed to move into COMMUNITY until the lot landscaping plan has been approved by OWNER. Not later than ninety (90) days following move-in, each new HOMEOWNER shall be required to install sufficient landscaping so as to meet the minimum landscape standards set forth below.

- A. Landscape Plan with Front Yard Lawn: If the HOMEOWNER elects to install a lawn in the front, side or rear yard areas of their lot, the lawn must be mowed regularly and kept weed free. In those cases where a HOMEOWNER elects to install a front yard lawn, a minimum 24" wide planting bed must be installed across the front of the HOMEOWNER'S home. A minimum of ten evergreen shrubs, measuring 18"-21" or alternately, in 3 gallon containers must be installed in the front yard planting bed.
 - B. Landscape Plan without Front Yard Lawn: If a HOMEOWNER elects not to install a lawn in their front yard, acceptable alternatives include weed barrier fabric covered with decorative rock or bark mulch together with a minimum of not less than ten evergreen shrubs, measuring either 18"-20" in size or in 3-5 gallon containers plus not less than five additional shrubs or plants of a size not smaller than 1-gallon in size. All yard areas that are covered with decorative rock or bark must be kept weed free at all times.
 - C. All HOMEOWNERS are required to landscape and maintain the yard area next to their driveway that lies within the boundary of their lot. HOMEOWNERS are encouraged to install landscaping on their neighbor's lot or may make arrangements with their neighbor to allow the neighbor to improve and/or maintain the landscaping in this area if both parties agree.
- 3.13 Prior to moving into COMMUNITY and as a deposit to insure HOMEOWNER'S landscaping is completed, HOMEOWNER shall provide to OWNER a signed promissory note, payable to OWNER, in the amount of \$1,000.00. The promissory note (or any funds remaining if landscaping was done by OWNER) shall be returned to HOMEOWNER on completion of all required landscaping work.
- 3.14 HOMEOWNER shall install an in-ground sprinkler system with an automatic timer within ninety (90) days of siting the home. HOMEOWNER is required to repair and maintain the system in good working order at all times.
- 3.15 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 lots.
- 3.16 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. 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 lot 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 lot during their absence.
- 4.5 Fences over 48" high are not permitted. Chain link fences are allowed and may be installed only in the rear yard area of the manufactured home lot. Chain link fences require metal fence posts set in concrete and stretched fencing fabric. 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, sidewalks and HOMEOWNER'S lots, 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 are not to be stored on HOMEOWNER lots 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 behind the manufactured home or 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. Any tarps used to cover firewood must blend with the surroundings and/or be compatible in color
- 4.10 Clothes lines or clothes line 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 lot 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.
- 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. 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.
- 4.16 Signs, Posters, Decals, Prints, Pictures, etc., are not to be displayed in windows or on the home at any time. Political yard signs are permitted during an election campaign however must be removed within forty eight hours after election day. No sign shall be larger than 18" X 24" or 432 square inches.

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 10:00 p.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.
- 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 registering the manufactured home registration plate (X-plate) with Owner 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 lot and sell the manufactured home to a new HOMEOWNER, subject to the following conditions:
- The manufactured home shall be brought up to all current COMMUNITY standards for new homes moving into the COMMUNITY. The OWNER may, at his/her sole discretion and in cases selected by him/her, grant special exceptions to this rule. Any special exceptions shall be in writing, signed by the OWNER and HOMEOWNER, and shall specify the length of time for which the exception is granted. Failure to immediately enforce this rule shall not be construed to constitute an exception and shall not prevent later enforcement of this rule.
- 7.3 If the home is more than 15 years old, and/or deteriorating condition as of the date of sale, Owner reserves the right to require that purchaser agree, in writing, that the home will be moved from the Community at the time of its sale to a subsequent purchaser if, in the opinion of Owner the home is not in an acceptable condition.
- 7.4 "For Sale" signs may be displayed only in a window and must not be more than 24" wide by 18" in height. An information box may be allowed to be placed in the yard toward the front of HOMEOWNER'S home.
- 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, gas, garbage, sewer and water services are the responsibility of each HOMEOWNER and are payable by each HOMEOWNER directly to the City for sewer and water service and the utility provider for garbage and electric service. 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 Garbage and garbage containers must be kept out of sight except on days when garbage is scheduled to be collected. HOMEOWNER must furnish their own water shedding, fly-tight garbage cans.
- 8.3 Paper towels, sanitary napkins, diapers 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 lot. 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 lot.
- 8.6 HOMEOWNER acknowledges Owner/Community may need access to the utility hook-ups under HOMEOWNER'S home for the purpose of maintenance/installation of water meters or other utilities. HOMEOWNER expressly grants Owner/Community permission to remove, replace or customize HOMEOWNER'S skirting to allow maintenance/installation of utility systems under HOMEOWNER'S home.

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. An additional pet may be allowed if the HOMEOWNER receives prior written approval. **Full or mixed breeds of the following dogs are not permitted under any circumstances without exception: Chow, Rottweiler, Doberman, Pitbull, Blue Heeler, Akita 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 lot and are not to be allowed to roam unattended on HOMEOWNER'S lot, COMMUNITY streets, common areas or

other HOMEOWNERS lots. Pets shall not be left leashed or tied up outside a HOMEOWNER'S home during any period of absence by the HOMEOWNER.

- 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. HOMEOWNER shall also make COMMUNITY a co-insured for the purpose of receiving notice in the case of cancellation of the insurance.
- 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 OWNER will maintain those areas of COMMUNITY which HOMEOWNER is not responsible for maintaining pursuant to the rental agreement and the rules and regulations (referred to herein as "common areas"). HOMEOWNER'S use of the common areas and their use by other occupants of HOMEOWNER'S manufactured home and HOMEOWNER'S guests, licensees, and invitees, is, however, at the risk of the user, and OWNER is not responsible for injuries or damages associated with the use of common areas or the personal property connected with them unless such injuries or damages are caused by OWNERS negligence or willful misconduct.
- 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 lots. 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 recreation/common areas/facilities within the COMMUNITY is enforced in accordance with any/all applicable governmental ordinances.

Section 11

RECREATION FACILITIES

- 11.1 The use of all recreational/common areas/facilities including, but not limited to, any applicable basketball court and common areas, etc. 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 recreational/common areas/facilities. Use of all recreational/common areas/facilities is restricted to HOMEOWNERS and HOMEOWNERS guests. Guests are not permitted in any recreation/common areas/facilities unless accompanied by HOMEOWNER. HOMEOWNERS are directly responsible for HOMEOWNERS 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, ALCOHOL, AND/OR LIQUOR ARE NOT PERMITTED IN ANY RECREATIONAL/COMMON AREA/FACILITY. 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 recreation/common areas/facilities for all HOMEOWNERS and HOMEOWNERS guests.
- 11.2 There are designated recreation/common areas/facilities within the COMMUNITY. All minors (residents/HOMEOWNERS and guests) must be accompanied and supervised by HOMEOWNER/parent(s) and/or HOMEOWNER'S designated responsible adult. Play at your own risk. 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.
- 11.3 Equipment (i.e. bicycles, toys, games, etc.) abandoned in the streets or common areas will be confiscated and subject to disposal.

Section 12

VEHICLES

- 12.1 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.

- 12.2 Each lot is provided with off-street parking for two 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 HOMEOWNERS lot.
- 12.3 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 HOMEOWNERS expense. If approval is granted, HOMEOWNER will be charged \$ 15.00 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.
- 12.4 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 HOMEOWNER'S rented 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.
- 12.5 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.
- 12.6 In addition to the off-street parking associated with HOMEOWNERS 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.
- 12.7 No overnight parking on the streets by guests or HOMEOWNERS is allowed.
- 12.8 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 HOMEOWNERS lot.

- 12.9 Vehicles parked in violation of COMMUNITY rules will be towed away and impounded at HOMEOWNERS expense.
- 12.10 The speed limit within COMMUNITY for all vehicles is limited to ten (10) miles per hour.
- 12.11 Motor homes, campers, trailers, boats, snowmobiles, residential vehicles and other recreational vehicles are not allowed to be stored on HOMEOWNERS lot.
- 12.12 Recreational vehicles may be left on HOMEOWNERS lot for up to forty-eight (48) hours to accommodate loading and unloading.
- 12.13 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 HOMEOWNERS 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.
- 12.14 Driveways of vacant lots or vacant homes may not be used for guest or overflow parking without approval from OWNER.
- 12.15 Loud motor vehicles may not be operated in COMMUNITY at any time.
- 12.16 Parking for HOMEOWNERS recreational vehicles is available for rent on a first come, first served basis in the 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 12.4. 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. This rule becomes effective at the time recreational vehicle parking becomes available for HOMEOWNERS.
- 12.17 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 13
FIREARMS AND FIREWORKS

- 13.1 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.
- 13.2 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 14
TERMINATION OF LEASE/RENTAL AGREEMENT

- 14.1 By HOMEOWNER. HOMEOWNER may terminate this tenancy upon a minimum of 30 days' written notice to LANDLORD. If such notice is given, HOMEOWNER agrees to remove HOMEOWNER'S home from the homesite by the termination date given.
- 14.2 By Landlord. LANDLORD may terminate the tenancy if HOMEOWNER or others occupying or visiting HOMEOWNERS manufactured dwelling:
1. Violate a law or ordinance which relates to HOMEOWNERS conduct as a manufactured dwelling park HOMEOWNER or violates this Agreement or the Rules and Regulations of the Park. HOMEOWNER may avoid such termination by correcting the specified violation within 30 days. If substantially the same violation reoccurs within 6 months, LANDLORD may terminate the tenancy by giving HOMEOWNER at least 20 days written notice.
 2. LANDLORD may terminate the tenancy by giving 72 hours written notice of nonpayment if HOMEOWNER fails to pay rent within 7 days after the rent becomes due.
 - a. LANDLORD may terminate the tenancy by giving the HOMEOWNER not less than 30 Days written notice after the HOMEOWNER has received three or more 72 Hour Notices for Nonpayment of Rent within the previous 12 months. HOMEOWNER may not void such termination by correcting this violation.
 3. LANDLORD may terminate the tenancy after 24 hours written notice specifying the cause if:
 - a. HOMEOWNER or someone in HOMEOWNERS control or HOMEOWNERS pet seriously threaten immediately to inflict personal injury, or inflict any substantial personal injury, upon LANDLORD, LANDLORD'S representative or other HOMEOWNERS;
 - b. HOMEOWNER, someone in HOMEOWNERS control, or the HOMEOWNERS pet inflicts any substantial personal injury upon a neighbor living in the

immediate vicinity of the premises or upon a person other than the HOMEOWNER on the premises with permission of the landlord or another HOMEOWNER.

- c. HOMEOWNER or someone in HOMEOWNERS control intentionally inflicts any substantial damage to the premises;
 - d. HOMEOWNER has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another, or allowing another person to occupy the premises without the written permission of the LANDLORD, and the LANDLORD has not knowingly accepted rent from the person in possession; or
 - e. HOMEOWNER or someone in HOMEOWNERS control commits any act which is outrageous in the extreme.
4. LANDLORD may terminate the tenancy by giving the HOMEOWNER not less than 30 Days written notice with cause for failure to pay late fees and/or utility charges per your lease/rental agreement.
 5. Tenancy terminates in the event of the death of a sole OCCUPANT/HOMEOWNER.
 6. LANDLORD may terminate the tenancy, as provided by Oregon law, if LANDLORD intends to cease operation of the Park.
 7. LANDLORD reserves the right to terminate the tenancy pursuant to any other Oregon law.

Section 15

REMOVAL OF MANUFACTURED HOME

- 15.1 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 lot, utilities and services must be paid in full unless waived by COMMUNITY.
- 15.2 On termination of the lot rental agreement, HOMEOWNER will remove the manufactured home and remove any improvements to the lot which OWNER requests be moved. This rule applies to paragraph 14.2 (5).
- 15.3 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 16

ENFORCEMENT AND DISPUTE RESOLUTION

- 16.1 These rules and regulations are conditions pursuant to which HOMEOWNERS occupy COMMUNITY. OWNER may enforce rules and regulations which are conditions of

occupancy by terminating the lot rental agreement of the HOMEOWNER who violates a rule or regulation. As an alternative to terminating a rental agreement, OWNER may impose a monetary fine on a violating HOMEOWNER in accordance with the dispute resolution process set forth in this section.

- 16.2 If the basis for terminating a rental agreement is within the dispute resolution process set forth in this section, OWNER will follow that process prior to terminating an agreement.
- 16.3 The dispute resolution process set forth in this section applies to disputes between HOMEOWNER and OWNER about certain of HOMEOWNERS and OWNER'S obligations under the lot 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 OWNERS 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 lot rental agreement or these rules and regulations except for the types of disputes specifically excluded.
- 16.4 The dispute resolution process does not apply to the following disputes:
- a) any matters excluded by law from being a part of the dispute resolution process, including the amount of rent, rent increases, nonpayment of rent, or the closure or sale of COMMUNITY;
 - b) charges due or claimed to be due under the lot rental agreement or the rules and regulations, including rent, services charge, assessed fine, landscaping deposit, permit fee, additional occupants or vehicles charge, attorneys' fees, late charge, bad check fee, or interest, or the adjustment, computation or modification of these charges;
 - c) matters which are issues necessary to the resolution of disputes which are not subject to this dispute resolution process and are in litigation (i.e., whether proper notice was given, whether a party is entitled to an award of attorneys' fees, or the like);
 - d) any claim for damages (which is otherwise subject to the process) where damages are reasonably anticipated to exceed \$2000.00;
 - e) any lien claim;
 - f) termination of tenancy once written notice of termination has been given by OWNER, whether or not that notice has been received by HOMEOWNER;
 - g) term of the lot rental agreement and renewal of the lease term;
 - h) sale of its manufactured home by HOMEOWNER and OWNER'S acceptance of the prospective purchaser as a HOMEOWNER;

- I) disputes which involve a HOMEOWNER whose tenancy has been terminated by OWNER.

OWNER encourages open discussion between itself and HOMEOWNER of any dispute which may arise between them in an effort to resolve that dispute. Any attempt by any party to informally resolve a dispute shall not be deemed a waiver of that party's right to mediate or arbitrate the dispute.

16.5 The dispute resolution process is to be used for disputes between HOMEOWNER and OWNER and not disputes between HOMEOWNERS in COMMUNITY; however, if HOMEOWNER contends that another HOMEOWNER in COMMUNITY is violating one or more of these rules and regulations, HOMEOWNER may give OWNER notice in writing of the perceived violation, and OWNER will investigate it. If OWNER concludes that a violation is occurring which unreasonably interferes with a HOMEOWNERS peaceful enjoyment of COMMUNITY, OWNER will initiate the dispute resolution process by notifying the violating HOMEOWNER pursuant to the provisions of paragraph 15.6.

16.6 The dispute resolution works as follows:

- a) A party (HOMEOWNER or OWNER) initiates dispute resolution by giving written notice to the other party, in accordance with the lot rental agreement, of its desire to resolve a dispute by the dispute resolution process. To be effective, the written notice must specify that portion of the lot rental agreement or rules and regulations with which the dispute is concerned and offer two alternative dates/time in the following fifteen (15) day period when the party will be available to discuss resolution of the dispute. If the notice is given by HOMEOWNER, it must also specify how HOMEOWNER proposes to resolve the dispute. If given by OWNER, the notice must also specify what action OWNER proposes to take.
- b) After receipt of a notice pursuant to paragraph 15.6(a), the receiving party will cooperate with the sending party in good faith to meet and discuss how the dispute might be resolved, with a view to reaching a resolution which takes into account the reasonable needs of all affected HOMEOWNERS in COMMUNITY and of OWNER.
- c) If the dispute is not resolved within fifteen (15) days of the written notice specified in paragraph 15.6(a) having been sent, the party giving the notice will send a second written notice which refers to the first notice, specifies the portion of the lot rental agreement or rules and regulations concerned, and offers two alternative dates/times in the following fifteen (15) day period when the party will be available to discuss resolution of the dispute. If the notice is given by HOMEOWNER, it must also specify how HOMEOWNER proposes to resolve the dispute. If given by OWNER, the notice must also specify what action OWNER proposes to take. If the action proposed by OWNER is assessment of a fine, the notice must specify the per day amount of the fine to be assessed.

- d) After receipt of a second notice as specified in paragraph 15.6(c), the parties will again cooperate in good faith to meet and discuss how the dispute might be resolved. If the dispute has not been resolved after fifteen (15) days of the written notice specified in 15.6 having been sent, the dispute resolution process will be considered to be at an end, and any party may request mediation as set forth in section 16.1. If a fine was assessed as a part of the dispute resolution process, the fine will be considered due and payable on the date the process is considered to be at an end.
- 16.7 Fines assessed by OWNER for violation of the lot rental agreement or these rules and regulations may not exceed \$50.00 per day for a first violation. If the HOMEOWNER against whom the fine is assessed has previously been assessed a fine for a similar violation, up to \$100.00 per day may be assessed for the repeat violation.
- 16.8 OWNER may consider each day of a continuing violation for which an assessed fine is due and payable to be a separate violation to which the per day assessed fine applies, provided that OWNER so notifies HOMEOWNER in the second notice sent in accordance with paragraph 15.6(c).
- 16.9 HOMEOWNERS payment of an assessed fine when due and payable is condition of occupancy, and failure of HOMEOWNER to pay an assessed fine when due is a basis for OWNER'S termination of the lot rental agreement.
- 16.10 Notwithstanding any other provision of the lot rental agreement or these rules and regulations to the contrary, neither HOMEOWNER nor OWNER will be entitled to an award of attorneys fees for any fees incurred in connection with the dispute resolution process set forth in this section. The dispute resolution process is not intended to be a process in which representation of a party by an attorney will be necessary in order to effectively present that party's position.
- 16.11 No failure of OWNER to enforce any one of these rules and regulations shall operate as a waiver of its right to enforce that or others of the rules and regulations and to insist on strict compliance with the rules and regulations.

Section 17

MEDIATION/ARBITRATION

- 17.1 **MEDIATION**: If the Disposition Resolution process set forth in Section 15 above is not successful, either OWNER or HOMEOWNER(S) may request mediation of the dispute by notifying the other party in writing of said request.

- A. Within fifteen (15) days of receipt of such request, both parties shall select a mediator representative.
- B. Both parties and mediator shall meet at an agreeable time and place within fifteen (15) days and attempt to mediate the dispute. The mediators will select the time and place for the hearing and may, at their own option, select a third mediator for assistance.
- C. Mediators will have five (5) days after the hearing to resolve the dispute.
- D. If either party does not agree with the solution suggested by the mediators, then either party may request Arbitration as outlined below.

17.2 **ARBITRATION**: If any dispute is not resolved through the mediation procedure outlined above, the dispute may be submitted to Arbitration in accordance with the provisions of ORS 33.210 - 33.330 as outlined below.

- A. **Selection of Arbitrator**: 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 costs of arbitration and the Arbitrator will be agreed to and shared equally by both parties. Costs shall not exceed \$200.00.
- B. **Hearing**: The Arbitrator(s) will conduct an arbitration hearing after giving both parties reasonable time to prepare for the hearing. The Arbitrator will select both the time and the place of the hearing and serve notice on both parties of said time and place.
- C. **Decision**: Within thirty (30) days of the arbitration hearing, the Arbitrator(s) shall render a decision and serve written notice of said decision on all parties.
- D. **Appeal of Arbitrator's decision**. If either party to the arbitration does not agree with the Arbitrator's decision, they may appeal the decision by making an appropriate filing with a Court of competent jurisdiction within thirty (30) days of the receipt of the Arbitrator's decision.

Section 18

PARTIAL INVALIDITY

18.1 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 time 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

