

# *Cumberland*

## **Manufactured Housing Park**

### **RULES AND REGULATIONS** **ATTACHMENT B-1**

Space#

Welcome to Cumberland Manufactured Housing Park. The management of the park would like every resident to live here in harmony and comfort, and seek to ensure your continued safety and enjoyment. These rules are to help maintain our high standard of living, and to ensure that all residents are treated fairly and equally. By following the rules, residents can be assured a more comfortable community, and an enhanced value of your home. These rules replace and supersede all previous editions.

#### **DEFINITIONS**

The terms "Tenant" and "Resident" shall include the tenant, their guests, and those living in their mobilehome.

The term "Park" or "Management" shall include the owner of the mobile home park and it's employees and managers.

#### **SECTION I**

##### **CLASSIFICATION OF THE PARK**

In compliance with the U.S. Department of Housing and Urban Development regulations, this park is classified as a "family park." There are no restrictions on age for residency in the park.

#### **SECTION II**

##### **GENERAL**

1. **REGISTRATION:** All Tenants and all residents must complete a Rental Agreement prior to residing in the Park.
  - (a) Tenants must sign an acknowledgment that they have received a copy of the Rules and Regulations and have read them.
  - (b) All residents are requested to fill out a general information form to be used in the event of an emergency and/or to conform with HUD requirements.
  - (c) For your security, please notify the Park Office if you will be away for more than 72 hours.
  - (d) The office will be open according to the schedule posted on the window sign.
  - (e) In case of an emergency, when this Park is unattended by the Manager, Please call Suzanne Michaelson or Richard Delaney at (650) 589-8757.
2. **SIGNS:** All signs, notices, and directives posted in the park by the Management are made a part of these Rules and Regulations.
3. **COMMERCIAL ACTIVITY:** Solicitors, vendors, peddlers, etc., are not permitted in the Park. Residents are not to use their homes for business purposes. Baby-sitting will be allowed only with the Manager's prior approval; however, operating a daycare business will not be permitted. Auctions, moving, carport, garage, patio, or any other public sales conducted by Tenants are permitted only to dispose of personal property of residents on a non commercial basis, with prior written approval of the Management.
4. **QUIET HOURS / NOISE / DISTURBANCE:** Quiet hours are from 10:00 p.m. to 8:00 a.m.. Loud parties, disturbing noises of any nature, drunkenness, or unseemly conduct, are not permitted at any time. Tenants are to conduct themselves in a civil manner and are not to annoy, harass or threaten others, or otherwise conduct themselves in a manner that disturbs other residents. Violation of this rule will be cause for termination of the rental agreement

#### **SECTION III**

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Manufactured Housing Park**TENANTS AND GUESTS**

1. Residents are responsible for the conduct of their guests and pets. All guests must also observe all Rules and Regulations. The management at all times shall have the right to control and prevent access to the park of all persons it deems undesirable, and to eject without notice any person or persons who become objectionable, create a disturbance, or cause a nuisance. Management shall take such action at its sole discretion.
2. All guests using the recreational facilities must be accompanied by a Resident.
3. Guests who remain in the park for more than 14 days (regardless of whether they are consecutive) in any calendar year, shall be considered to be residents of the Park and must apply for residency for approval by the Manager. Guest fees will be charged as described in the Rental Agreement.
4. The use of firearms or other weapons or dangerous instruments is prohibited in the Park. Fireworks are also strictly prohibited.
5. The property of the Park, including the storage shed on each lot, is for reasonable use by the resident, for such purpose as the property is designated. The cost of any damage, replacement or repair beyond reasonable wear and tear is the responsibility of the tenant or their guest causing such damage. Residents are to use designated walkways and not trespass on other resident's lots.
6. Pets are allowed in the park if they meet with the requirements which follow and there is a separate Pet Agreements signed. Failure to control pets, clean up after pets or allowing pets to disturb other residents shall be a violation of the Pet Agreement and grounds for eviction or removal of the pet from the park. Pets are not permitted in the common areas of the park. Pets cannot be left unattended, or a leash or chain, outside the mobile home. Pet owners are responsible for complying with all applicable state, city and county requirements with respect to licensing, vaccinations and leash laws. Management may request proof of all such inoculations at anytime.

No more than two (2) pets per home are permitted. Pets will be limited to domesticated birds, domesticated cats or domesticated dogs. All pets, when fully grown, can not stand more than 15" (fifteen inches) high at the shoulder. The following breeds of dogs are not allowed regardless of size: German Shepherds, Pit Bulls, Staffordshire Terriers, Bull Terriers, Rottweilers, Doberman Pinchers, Huskies, Chows, Wolves or any mixture of these breeds.

Assistance Animals for Tenants requiring them due to disability are not subject to the Park's size or weight restrictions. Assistance Animals must be registered with the management.

**SECTION IV****A. PARK STANDARDS**

1. Only mobile homes approved by the Management/Park Owner shall be admitted into the Park. Management reserves the right to refuse admission to any mobile home which does not meet Park Standards, the condition and/or appearance of which is misrepresented, or which is not compatible with homes in the Park, determined in terms of their size, dimensions, material, quality and condition.
  - (a) Upon arrival, management will instruct the driver and homeowner as to the proper position for parking the mobile home.
  - (b) Each homeowner is responsible for any damage caused during the sitting of the mobile home and shall reimburse the Park for any expense incurred by it as a result of damage caused to the lot, streets, or any portion of the Park by the homeowner moving in or out of Park.
2. All improvements and alterations, whether required by the Park or desired by Tenant, must have the prior written approval of the Management. All structures must be of factory/manufactured material or specifically approved by Management prior to their construction and/or installation.
3. All towing hitches must be removed immediately after the home is in place on lot.
4. Exteriors of mobilehomes, their windows, and all structures and property of the homeowner must be maintained, painted and kept in good repair. No structures may be attached to the mobilehome or placed on the lot without

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management's prior written approval. Furniture, equipment, and personal property must be stored out of sight or in the shed. However, appropriate patio furniture may be left outdoors during its season. Clotheslines may not be installed or used on the lot, and no laundry may be hung to dry outside the home.

5. Management approved skirting, awnings, porches, space numbers, rain gutters, and landscaping are to be installed completely within 30 days. Air conditioners, television and radio antennas and other attachments must have written approval from the manager prior to installation. All structures must meet local building and zoning requirements.

6. Tenants must protect pipes from freezing with adequate heat tape or insulation, and maintain their plumbing according to management instruction.

7. Park-approved storage cabinets or sheds are required and must be placed in accordance to management direction. No fuel or other combustible or explosive material, except a reasonable amount of fuel for power equipment, is to be stored in the home or shed.

**B. UTILITIES**

Unless the Rental Agreement provides otherwise, the following rules regarding utilities shall apply:

(a) Park service such as electric, gas, sewer and water are run to the space, and are serviced by the Park or utility company. From the space to and throughout the home is the Tenant's responsibility. All connections from Tenant's space to the Park connections must be made by a licensed contractor using Park-approved materials. A two-foot clearance area must be maintained around the electrical meters.

(b) All residents are required to install safety/shutoff valves on their hot water heaters. In the event of emergency water shut off's, the Park will not be responsible for damages to Tenant's home, including the water-heater.

(c) The Park shall make every effort to supply ample and sufficient utilities, but unintentional failure to do so shall not be a reason for non-payment of rent. Further, Park reserves the right to disconnect utilities in order that repairs, alterations or additions may be made. The Park will attempt to notify the resident if possible. The Park shall in no way be responsible for any loss suffered by the Tenant from such disconnection.

**C. LANDSCAPING AND GROUNDS**

The mobilehome lot must be landscaped in an attractive fashion, compatible with the overall aesthetic standards of the Park, within 30 days of home installation. No existing trees may be removed except with the approval of management. All lots not covered with impervious material must be improved with lawns, shrubbery, bark, rocks, or other natural materials, and must be neatly maintained. Weeds must be controlled and kept from broadcasting seeds to other lots. To avoid damage to underground utilities, residents must check with management prior to digging.

Tenants, planning to be absent from the home for an extended period of time must provide for any necessary watering, mowing, trimming, or other grounds maintenance. The management must be notified of the dates of departure and return, maintenance arrangements, and the names and addresses of people to notify in case of an emergency.

If lots are not maintained in an attractive, tidy manner, the management may, after giving notice and without liability, enter the lot and perform the necessary maintenance. The cost of such maintenance shall be paid by the tenant with the next monthly rental payment.

No fences may be constructed without prior written management approval. Fences will only be allowed in exceptional circumstances.

**SECTION V  
VEHICLES**

1. MAXIMUM SPEED LIMIT IN THE PARK IS 10 M.P.H. Residents are responsible for compliance with speed limits by their guests.

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2 (a) Campers, motorhomes, recreational vehicles, trailers, boats, etc., may not be stored or maintained on lots or driveways. Tenants must arrange for storage outside the park. Vehicles, whether in the storage area or parked at a space, may not be used for sleeping. Recreational vehicles may be loaded/unloaded at the mobile home space for a period of 2 days before or after a trip.

(b) Inoperative and/or unregistered vehicles may not be parked or stored in the Park.

(c) Vehicles of Park Residents and/or their guests parked or stored in violation of the Rules and Regulations will be given notice of violation. Subsequent violations will be cause for towing at the vehicle owner's expense.

3. Motorcycles may only be driven on the roadway between the entrance and the resident's space. The motorcycle must be quietly muffled.

4. Minor automobile repairs are permitted in carports or driveways, but not on the street. Regular use of any part of the lot for minor repairs or conducting major repairs is prohibited.

**SECTION VI****REFUSE**

1. All garbage and rubbish are to be placed in plastic bags and placed in containers. Garbage containers must be kept out of sight except on collection days. Please flatten all boxes. Garbage will be collected at each space as scheduled.

**SECTION VII****SALE OF MOBILE HOME**

1. Residents planning to sell their mobilehome are required to inform the management of their intentions at least 30 days prior to the intended transfer. If the home is to be sold and remain in the Park, the prospective purchaser must apply for tenancy and be approved by the management prior to the closing of the sale. Management may grant or refuse tenancy to the potential purchaser in accordance with current screening requirements. Notification to the seller and buyer of the approval status will be given within a reasonable time. Tenants removing their mobilehome from the Park are required to give 30 days paid written notice.

2. "For Sale" notices may be posted on the approved bulletin board and we will assist in the direction of respondents to the proper site. One "For Sale" sign may be displayed, in a window only, and may not exceed 12" by 18".

3. In exceptional circumstances, the management may approve the use of a mobilehome by someone other than the owner. Written approval must be obtained in advance.

**SECTION VIII****LEGAL AND MISCELLANEOUS MATTERS**

1. This Park operates under the federal, state and local laws governing the operation of mobile home parks. Any provision of the Rules and Regulations which is found to be in conflict with the governing laws shall be null and void, but the remaining rules shall remain in effect.

2. Residents acknowledge the Park as being safe and acceptable. Management reserves the right to enter upon the mobile home space (but not the mobile home) without notice to perform such acts as necessary for the safety or maintenance of said property.

3. Residents are responsible for all damages caused by their willful acts or negligence or that of their guests. Damage or injury to property or persons on the premises by Tenant or his guests will result in eviction and demand for payment of damages.

4. Violation of rules shall be cause for notice to tenant and eviction. Eviction and mediation procedures shall be in accordance with Oregon law.

5. A failure in one or more instances to insist upon terms, conditions or provisions of these Rules and Regulations shall not be construed as thereafter waived or relinquishing any right the Management may have, and waiver of one default or right shall not constitute a waiver of any other default or right.

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6. The park reserves the right to amend, revise, and/or add additional rules and regulations. Notice of any changes shall be distributed to all Tenants in writing and shall become effective 30 days after written notice is mailed or delivered to each Tenant.

**I HAVE READ THE FOREGOING RULES AND REGULATIONS, AND ALL ATTACHMENTS, AND AGREE TO ABIDE BY THEM.**

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Tenant \_\_\_\_\_ Date \_\_\_\_\_

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Tenant \_\_\_\_\_ Date \_\_\_\_\_

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Manager \_\_\_\_\_ Date \_\_\_\_\_