

Dexter Oaks Cooperative Community Rules

Welcome to our community! We wish to provide a pleasant, attractive, and affordable place for residents to live. All communities need some basic rules to accomplish this goal. We hope these rules are not unnecessarily restrictive, but provide a safe and tranquil community. The future value of your home rests on our community's appearance and reputation in the region. We hope our rules facilitate these goals.

These rules apply to all member home owners and all other persons living in the home, as well as guests. They apply equally to Dexter Oaks Cooperative ("the Cooperative") members and nonmembers. For brevity, we have used "residents" to refer to all of these persons. These rules may be amended from time to time by the Cooperative members as provided in the Dexter Oaks Cooperative Bylaws.

1. General

Residents may at any time request clarification or interpretation of these rules by the Board of Directors of the Cooperative ("the Board").

- a. Any requests of the Board, including requests for approval of an exception to these rules, must be submitted in writing to the Secretary of the Board at least five (5) days prior to a scheduled Board meeting.
- b. Residents with disabilities have the right to request waivers or modifications of rules if required as a reasonable accommodation. The Board may establish by resolution additional forms and procedures to be followed in making such request. The Board and residents must keep a copy of such agreement.
- c. Any approval or permission granted by the Board to a resident or request of the Board to a resident must be in writing.
- d. Notice to the resident, when required by the rules, must be in writing and is effective when received. Receipt is defined as personal delivery to a person over 18 in the household or three (3) days from the date of mailing by first class United States mail. Notices may be posted on the home but must also be mailed to be effective.
- e. Homes are to be owner occupied, and occupancy is limited to the persons named in the Space Lease. Rentals are not permitted. Occupancy shall not exceed 2 persons per bedroom. Any exceptions require approval by the Board.

2. Conduct

We strive to build a safe and tranquil community. Due to the close proximity in which we live, we have basic ground rules to maintain the peace and security of all residents.

- a. All residents are responsible for the actions of their guests and guest's children.
- b. Residents must conduct themselves in a reasonable manner at all times, and must not disrupt, threaten or harass other residents. **Excessive misconduct, with evidence may constitute a material violation of the Space lease, which could result in immediate termination of a resident's lease in accordance with Section 9.d. (revised 11/18/2021)**
- c. Public intoxication is prohibited.
- d. This is a drug free community. Use, possession, or distribution of illegal drugs is prohibited and is cause for immediate eviction, as provided by Oregon law.
- e. No commercial or in-home businesses are allowed, including daycare, with the exception of non-physical internet commerce. No visible signage or other advertising is allowed.
- f. Excessive noise levels are to be avoided at all times. Quiet hours are 10:00 P.M until 8:00 AM.
- g. Vandalism or graffiti to a resident's home or space must be repaired or removed in 30 days by the Resident of the space. If the vandalism or graffiti is not repaired or removed within 30 days, the Board may repair or remove it after providing 24 hours notice to the Resident and the cost will be charged to the Resident.
- h. Discharge of firearms (including BB, air and paintball guns), archery equipment, and all other weapons is strictly prohibited.
- i. Any person or persons evicted from the community for cause shall not be permitted to return, with the exception of short term visitations by written Board approval.
- j. Any guest staying for more than fourteen (14) days in a six-month period who wishes to remain in the community must qualify as a household occupant, unless the guest is a caregiver for a Resident with disability as defined by law. In order to qualify as a household occupant, they must first apply to the Board and meet the applicable occupancy requirements set in section 3.1 of the Bylaws and the screening policy. All household occupants must apply and pay for criminal background check only. The Board reserves the right to deny temporary occupancy to any household occupant or caregiver based on the results of the criminal background check. If approved, a household occupant (including caregivers) must

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sign a temporary occupancy agreement with the resident and the Board. For purposes of determining the fourteen-day threshold, the word “day” is defined as an average of over 4 hours within a twenty-four hour period.

- k. In compliance with Oregon law, children under the age of 16 on a bike, with or without training wheels, must always wear a helmet. This rule applies to all other 2-, 3-, and 4-wheeled vehicles.

3. Vehicles

We strive to provide a safe, clean, and orderly community.

- a. The speed limit within the community is five (5) miles per hour.
- b. At all times vehicles must be operated in a careful manner in the community so as to avoid injury to persons and property.
- c. Motorcycles and motor scooters that are licensed and street legal are allowed for ingress and egress to the Park. Motorized trail bikes, go-carts, and all-terrain vehicles are not to be used in the community. Engine noise should be kept at moderate level and unnecessary revving of engines is prohibited.
- d. Each resident’s space contains parking spaces. Residents are strongly encouraged to use their allotted parking spaces in lieu of parking in the street. Parking is recommended in carports or driveways and not in yards. Short-term street parking is permitted. Vehicles shall not block entryways. All streets must provide easy access to emergency vehicles at all times.
- e. Residents shall be responsible for the removal of stored vehicles. A stored vehicle is defined as a (vehicle) that does not have a current license tag and/or is inoperable, or that is not used or intended to be used on a regular basis or within 2 weeks. Vehicles left in the driveway, or designated parking area, by residents taking an extended vacation or away from residence for an extended period are not considered “stored vehicles”, if the Board is notified in advance of the situation and has approved it.
- f. Equipment, such as boats, trailers, ATV’s, etc., shall not be stored in driveways. These items may be parked in the RV storage area of the community, or a resident may request an exemption from the Board. Stored equipment must be kept in good condition, particularly if the equipment is visible in the community. The Board may grant a resident written permission to keep such equipment on their space provided that it is not a hindrance to traffic. A resident may also request permission from the Board to build an additional storage shed for equipment storage so long as the shed meets the requirements laid out in Section 5, Subsection j. of these Community Rules. Occupancy in a pop-up trailer or a RV that is granted permission to be kept on a space should not exceed the guest provision indicated in Section 2, Subsection j of these Community Rules.

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- g. Major repair of vehicles may be done within the community on a reasonable timeline, but not more than three (3) months. Residents are required to notify the Board in writing prior to beginning the repair and to provide an estimate of the length of time the repair is estimated to take. A major repair is defined as the dismantling of a vehicle, parts of an engine or drive train, painting, body work requiring machine shop tools or the lifting of any wheel off the ground for the purpose of repair other than repair of a flat tire. Minor repairs and maintenance are acceptable without Board notice. Disabled vehicles must be removed from the community within six (6) months. A request for an extension should be written, signed and submitted to the Board and must state why the resident cannot remove the vehicle in the 6 months time and give a time when the vehicle will be removed.
- h. No motor oil or any caustic or non-biodegradable substance shall be deposited in any street, sewer system, or on the ground within the Park. A Resident will be charged for any damages caused by such materials.
- i. Non-operational vehicles and vehicles that are not properly maintained (including those that are not currently licensed), or are in a condition that detracts from the appearance of the Park, are not permitted. Vehicles that meet this description, as determined by the Board, may be towed at the expense of the owner. Notice shall be given of the intent to tow the vehicle 72 hours prior to towing. If the vehicle owner is unknown, the notice shall be placed in a visible place on the vehicle to be towed.
- j. A resident with a recreational vehicle may apply to the Board to lease a RV space.

4. Pets

We recognize the importance of pets to many Residents. However, not everyone likes the same pets. Recognizing the close proximity in which we live, we intend that the following rules balance the interests of all residents regarding pets and create a healthy environment for all. Dexter Oaks Cooperative expects all community members to familiarize themselves with all local pet ordinances and to comply with those laws while residing in the community. We also strongly encourage residents to spay, neuter, and vaccinate animals.

- a. Approval from the Board is required for all pets.
- b. There may be no more than four (4) domestic pets per household. The Board may restrict by size and weight.
- c. Rules regarding pets also apply to the pets of guests. Each Park resident will be held responsible for their guest's pet behavior or damage. Noisy, unmanageable, or unruly pet behavior that causes complaints is prohibited.

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- d. Only domestic household pets, of docile nature, and service animals will be allowed in the Park. Domestic household pets are defined as dogs, cats, and any pet normally kept in a bird cage, terrarium or aquarium (fish, turtles, etc.) Large farm animals are prohibited, however hens and chicks are permitted accordance with city and/or county ordinances. Roosters are prohibited.
- e. Exotic and wild animals are not allowed in the Park.
- f. When walking pets, residents must carry a bag, use it to contain their pet's refuse, and must dispose of it in a garbage receptacle or pet refuse container if available.
- g. The Board may require residents to submit proof that their pets are current on rabies vaccinations.
- h. Dogs must be kept on a leash while in common areas, or contained within the resident's space or yard. Dogs must not bark to the extent that other residents are disturbed.
- i. Animals that have threatened or bitten a resident or guest, and/or have damaged the property of other residents in the community, must be removed from the community. The victim of the incident shall contact law enforcement officials and notify the Board about the incident.
- j. Permanent outdoor pet kennels require written approval by the Board. Exterior dog runs may also be approved by the Board, and shall meet the building/fencing requirements in Section 6, Subsection h. of these Community Rules.

5. Siting, Set-Up, and Removal of Homes

These rules are intended to facilitate easy set-up and removal of all manufactured homes in the community.

A. Set-Up

- a. The Board of Directors must approve and has the right to inspect and view any home before it is moved into the community. The Board must approve the placement and position of the home on the space ("Site Plan"), as well as any awnings or carports to be constructed and the proposed landscaping.
- b. If required by local, state, or federal regulations, the regulating authority must approve the age and condition of the home before it is moved into the community.
- c. All installations and construction must be performed by a licensed and bonded contractor; or, by the resident if prior approval is obtained by the Board.

Installations and construction must be in accordance with local, state, and federal laws.

- d. Residents are responsible for contacting utility companies relating to the connection of all utilities, including electrical, telephone, television, and water, with supervision by the onsite maintenance personnel.
- e. Because of the many underground utilities in the community, residents who wish to dig to a depth below one foot must receive prior approval from the Board. It is called to your attention that high voltage wires are buried underground, and it could be dangerous to dig without knowledge of the location of these wires. Residents must call line locate services to mark location of underground utilities prior to digging on their rental space.
- f. All wiring and plumbing, either inside or outside of the manufactured home, must comply with state and local codes. Any changes necessary in altering community wiring or plumbing must first be approved by the Board.
- g. Skirting: Skirting and permanent stairs must be installed within six (6) weeks of the home being sited in the Park. All manufactured homes must be skirted to match the exterior siding of the home. It is necessary that an access door be installed in the skirting for easy access to utilities. All skirting must be installed by a licensed and bonded contractor; or, by resident if prior approval is obtained from the Board. Installations must be in accordance with State of Oregon specifications.
- h. Steps and Porches: Steps and porches must be installed at each exterior door of a manufactured home in the community. Each Resident must have their steps and porches installed within sixty (60) days after the home is sited. Minimum landing size, for steps or porches, is thirty-six (36) inches x forty-eight (48) inches. All handrails must be bolted. No temporary steps allowed after sixty (60) days from the siting of the home.
- i. Awnings:
 - 1) Side/carport: Each manufactured home must be equipped with a carport awning. For your protection, the carport awning must conform to the building codes for this type of installation. Carport awnings on the side of the home shall be no less than twenty-five (25) feet in length, and wide enough to cover the driveway area. Maximum space allowable between the driveway and the home shall be (3) feet. In some instances, wood carports are required. Check with the Board for more details. Carport awnings must be installed within sixty (60) days after the home is sited.

- 2) Front/carport: Front carports must be wood, metal, clear manufactured roofing material, or a composition roof. Exact size and placement will be determined by the Board when residents submit their Site Plans. Carports must be installed within sixty (60) days after home is sited.
- 3) Patio: Should a manufactured home be equipped with a patio cover, the awning must conform to the building codes for this type of installation. Patio awnings must be a minimum of four (4) feet x six (6) feet. For clarification, patio awnings are also awnings that may be necessary to cover the front or rear door of a home. Patio awnings must be installed within sixty (60) days after the home is sited.
- j. Storage Sheds: Each manufactured home must be equipped with a wood storage shed with a composition roof: minimum size of six (6) feet by eight (8) feet. One additional shed may be permitted depending on lot size. The size and exterior appearance of sheds must be approved by the Board prior to installations. Storage sheds must be installed within sixty (60) days after the home is sited.
- k. Gutters and Downspouts: Gutters and downspouts must be installed, and connected to an adequate drain field or to the street. Drywells may be acceptable if approved by the Board. Gutters and downspouts must be installed and connected within six (6) weeks after the home is sited.
- l. Surfaces: All wood surfaces, and accessories, must be painted or stained.
- m. Landscaping: Residents are strongly urged to landscape within sixty (60) days after the home is sited and landscaping plans must be approved by the Board. If the weather does not permit landscaping, this time frame may be extended with Board approval.

B. Removal

- a. Residents wishing to remove their homes are required to give notice of intent to the Board at least thirty (30) days prior to moving their home.
- b. Following removal of the home, the Resident shall be responsible for clearing the space of all debris and trash within thirty (30) days. Trash and debris that remains 30 days after the home removal shall be removed at the homeowner's expense.

6. Space and Home Maintenance

These rules provide a standard for upkeep of individual spaces and maintain a neat and orderly community appearance.

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- a. Residents must keep their spaces free of debris, waste, and garbage. After notice of violation and thirty (30) days for the resident to fix the violation, the Board may clean the space at the homeowner's expense.
- b. Yard and lawns are to be kept neat and uncluttered. You must have approval from the Board before cutting or trimming trees.
- c. Gas and charcoal grills are permitted. Permanent outdoor fireplaces, contained fire pits, and barbecue pits will receive an onsite inspection and will require a written approval by the Board.
- d. Burning during the regular fire season is prohibited. Fire season begins June 1 and ends at the first significant rain of August, September or October. Burning of garbage, **limbs, bushes, and other yard debris** in woodstoves or, ~~private burning~~ on individual spaces, ~~and the use of burning barrels~~ is prohibited. Residents are permitted to bring limbs, leaves, branches, ~~and discarded wooden items~~ to the Cooperative's shared ~~burn~~ pile **debris dumping site. Garbage, rubbish, and recycling on individual spaces must be enclosed in a covered container. Burning must be supervised by a Cooperative Board or Committee Member. (Revised 11/18/2021)**
- e. ~~Garbage, rubbish and recycling must be enclosed in covered container. Burning of limbs, bushes, and other yard debris is prohibited in yards. All of the aforementioned items must be taken to the burn pile. Any and all burning in the burn pile (s) must be supervised by a Cooperative employee of, or board member. Omitted (Revised 11/18/2021)~~
- f. Items not regularly in use must be stored inside the home or inside the utility/storage building. Residents must not keep non-working appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, old furniture, etc. stored around their space.
- g. Resident's use of spaces, including trellises (and similar decorative structures used for gardening purposes); gardens and landscaping must not interfere with the Board' ability to perform any upkeep and maintenance of the community's infrastructure.
- h. **Fencing must comply with Lane County fence regulations and be approved for placement by the Board before installation. The homeowner must submit a plan to the Board showing the location of the proposed fence to ensure that adequate clearance and lot lines are maintained. (Revised 5/17/19)**
- i. Permanent clotheslines are not permitted, but temporary freestanding clotheslines are allowed. They must not be visible from the street, and shall not be used as a place to store clothing.

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- j. Residents must properly secure tarps, or other protective coverings, and are to avoid the prolonged use of any tarp for uses such as fencing or roofing.
- k. Watering of lawns and the washing of cars is permitted, but should not be excessive. Lawns are expected to be no higher than ten ~~(10)~~ **eight (8)** inches in height. In extreme conditions of minimum water availability, such as a drought, **issues with the well, well pump, media, and water lines**, the Board reserves the right to impose watering restrictions for the community by written notice **including the right to impose restrictions on the purposes for which water may be used by residents**. All residents will be expected to comply with the stated restrictions **or be subject to fine(s)**. **(Revised 11/18/2021)**
- l. Residents living at higher elevations in the community must avoid garbage and other debris run-off during the washing of large items or cars and in the watering of lawns. Residents living at lower elevation will not be responsible for disposing of garbage or debris run-off from a run-off source that does not belong to them.
- ~~m. Residents have the continuing responsibility of maintaining their landscaping in a neat and weed-free condition. Omitted (11/18/2021)~~
- n. Furnishings for the patio are restricted to patio-type furniture and equipment. Patios are not to be used for miscellaneous storage.
- ~~o. Garbage cans and recycling containers must have tight lids. Omitted (Revised 11/18/2021)~~
- p. The Resident will be responsible for proper maintenance of home **exterior including, but not limited to, siding, skirting, roof, gutters, and downspouts**. Gutters and downspouts must be cleaned regularly ~~and maintained in good condition~~ and remain connected to drain pipes that run off into the streets, **adequate drain field** or drywell. Drywells must be approved by the Board. **(Revised 11/18/2021)**
- q. All painted exterior surfaces ~~and paint~~ of manufactured homes in the community must be maintained in good condition. All **painted** exterior surfaces ~~and paint~~ of ~~skirting~~ sheds, carports, fences and other accessories must be maintained in good condition and in the color scheme that matches or compliments the exterior siding of the home. Faded, streaked, or peeling paint should be painted by the Resident as soon as possible, weather permitting. ~~Prior to painting, residents shall obtain approval of a change of paint colors from the Board. If a Resident does not follow the correct procedure, the Board may require the Resident to repaint their home in an approved color at the Resident's expense. (Revised 11/18/2021)~~
- r. Residents shall maintain insulation such as "heat tapes" on water pipes under their manufactured home, to prevent freezing of their water pipes.
- s. Homeowners must receive prior written permission from the Board before installing a hot tub on their space. Hot tubs must comply with applicable federal and state laws and local

ordinances as to their construction, installation, and maintenance. **While hot tubs are permitted, they must be in a fenced yard and covered when they are not in use See 6u for homeowner insurance requirements. (Revised 5/17/19)**

- t. **Swimming pools must comply with Lane County regulations and be placed within a secure, fenced yard. See 6u for homeowner insurance requirements. (Revised 5/17/19)**
- u. **Homeowners who install swimming pools, hot tubs or play structures must provide proof of homeowner's insurance covering liability for these items, and must list Dexter Oaks Cooperative as an additional insured on the homeowner's policy. Trampolines are not permitted. (Revised 5/17/19)**

7. Fireworks

All fireworks, including sparklers are prohibited in the community year-round.

8. North Fence Access

The north fenced in area adjacent to Highway 58 is permitted for DOC residents and guests only. Each resident will be granted access to a locked entryway when their lease is signed. North fence access is non-transferable to those who do not reside within the community.

9. Rule Violations and Relief Clause

- a. When a Resident or a Resident's guest violates a rule, as determined by the Board, the Board shall determine whether to or not to also impose a fine on the Resident and the amount of the fine. If the Board decides to impose a fine, the maximum fine for the first violation shall range from \$15 - \$50, and the maximum fine for a second violation shall range from \$50 - \$150.
- b. A second violation may result in a fine or lease termination at the discretion of the Board if the Board determines that any violation is a material violation of the space lease, the Board may vote to proceed immediately to terminate the Resident's lease and proceed to eviction, subject to compliance with the space lease
- c. Residents who resided at Dexter Oaks Mobile Home Park prior to the Cooperative's ownership of the community are granted relief from a Community Rule when compliance would result in the removal of a pet that belonged to the Resident before the Cooperative purchased the park or when compliance would subject a Resident to immediate financial hardship. A Resident must describe the immediate financial hardship to the Board in writing.

d. If the Board determines that a violation of these Rules constitute a material (significant) violation of the Space Lease, the Board may vote to proceed immediately to terminate the resident's Space Lease and proceed to eviction, subject to compliance with the Space Lease. A violation that may be considered material/significant includes, but not limited to, a reasonable belief that the homeowner or someone in the household (including a pet) has seriously injured someone, threatened someone with serious harm, done substantial damage to someone else's belongings or committed an act "outrageous in the extreme" in or near the community. Outrageous in the extreme acts include, but not limited to, illegal drug dealing, the manufacturing of illegal drugs, burglary and sex related offenses. If the Board determines that a violation is material/significant violation of the Space Lease, then there shall be no opportunity for the resident to cure the violation. (Revised 11/18/2021)

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN ANY RESIDENT AND THE BOARD WHICH MODIFY OR AMEND THE RULES, REGULATIONS OR POLICIES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENTATIONS OR AGREEMENTS ARE INVALID AND UNENFORCEABLE.

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

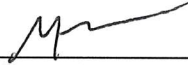
RESIDENT

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These Rules were approved by majority vote of the Members of the Dexter Oaks Cooperative on November 18, 2021. These Bylaws are attested on November ^{MW}~~18~~, 2021.



Secretary

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