

RULES AND REGULATIONS FOR DRIFTWOOD GARDENS

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

written approval of OWNER, whether those alterations or improvements are required by the site rental agreement or these rules and regulations or whether they are voluntarily proposed by HOMEOWNER. Improvements or alterations will usually be required to be made with factory-manufactured material.

- 1.11 OWNER may waive one or more requirements of these rules and regulations on a showing by HOMEOWNER that special circumstances exist which distinguish its situation from that of other HOMEOWNERS. Any HOMEOWNER'S request for a waiver must be in writing and addressed to the property manager appointed by OWNER for COMMUNITY. In acting on any request for a waiver, OWNER will consider the result to HOMEOWNER if no waiver is granted, the expense to OWNER or COMMUNITY if a waiver is granted, and the impact of any waiver on COMMUNITY as it is now constituted or may reasonably be constituted in the future. OWNER may condition any waiver on HOMEOWNER'S payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions.
- 1.12 If HOMEOWNER fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, OWNER has the option of taking that action for HOMEOWNER. If HOMEOWNER takes some action not in compliance with these rules and regulations (such as constructing an improvement without approval), OWNER has the option of undoing what HOMEOWNER has done. If OWNER exercises this option given, HOMEOWNER shall be responsible to OWNER for OWNER'S expenses in doing the work, together with a fee of twenty percent (20%) profit.
- 1.13 OWNER will not discriminate on the basis of race, color, sex, marital status, familial status, religion, national origin, or handicap in violation of any city, state, or federal law. In determining how to meet this promise, OWNER will follow precedent under appropriate city, state, and federal statutes.
- 1.14 COMMUNITY standards of existing homes upon resale would be:
- a) OWNER may request that HOMEOWNER either pressure wash or paint home, if needed.
 - b) OWNER may request that HOMEOWNER repair and repaint decks or porches, skirting, awnings, roofs and storage sheds if needed. Decks, railings and steps must meet current state building codes.
- 1.15 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 COMMUNITY manager and/or the police department.

1.16 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.

It is the desire of the OWNER to provide a clean, attractive and comfortable place to live. The facilities are provided for your enjoyment, and we trust you will assist us in their proper use and care. Everyone wants their mobile home and the homes of their neighbors to be neat and attractive. For the benefit and protection of all, and to avoid any misunderstandings, the following rules and regulations are listed. Any exception to the Rental Agreement or Rules and Regulations must be in writing and signed by the OWNER. THESE RULES AND REGULATIONS ARE CONSIDERED AN INTEGRAL PART OF YOUR RENTAL AGREEMENT.

Sections 2 & 3 of the park Rules and Regulations address new homes being sited and homes which are sold in the COMMUNITY. Existing HOMEOWNERS, prior to October 1, 1997, are "grandfathered in" regarding mobile home set-up and standards. However, HOMEOWNERS selling their homes as of October 1, 1997, must advise the prospective purchaser about these standards. The purchaser of the existing mobile home will be required to bring the home up to the COMMUNITY standards according to 1.14.

All other sections of the Rules and Regulations are for all HOMEOWNERS in the COMMUNITY, and they are required to comply with these Rules and Regulations.

Section 2

MANUFACTURED HOME SET-UP

- 2.1 OWNER is not responsible for top soil, site preparation, foundation stability, final grading, settling, drainage, gravel or relocation of any utilities unless agreed to in writing by OWNER.
- 2.2 HOMEOWNER agrees that HOMEOWNER has examined the condition of the space and is aware of its condition and accepts said space "as is" and "with all faults". HOMEOWNER further states that HOMEOWNER has not relied on OWNER/COMMUNITY for advice concerning the installation of the manufactured home and has relied and discussed such installation with a manufactured home dealer or contractor and is relying on the skill, experience and judgement of the manufactured home dealer or contractor.
- 2.3 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 space. 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 space.
- 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 correct color, model and dimensions.
- 2.6 All aspects of manufactured home siting and set-up, including electrical, telephone, sewer, water, and cable television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, are the responsibility of HOMEOWNER.
- 2.7 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 OWNER is not responsible for top soil, final grading, gravel or relocation of any utilities.
- 2.10 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.
- 2.11 HOMEOWNER must remove any towing hitch within thirty (30) days after the manufactured home is placed on the lot.
- 2.12 Temporary steps must be removed within thirty (30) days of set-up and replaced with permanent steps that are in compliance with the current state building codes.
- 2.13 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.
- 3.2 No permanent alterations are to be made to the manufactured home, or manufactured home space without the prior written permission of OWNER (including fencing, painting, color scheme changes, etc.). The OWNER reserves the right to approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home space prior to its installation. All structures must be of factory-manufactured material or specifically approved in writing by the OWNER prior to construction and/or installation. The OWNER reserves the right to request that all permanent structures erected by a HOMEOWNER be removed at the HOMEOWNER'S expense when the HOMEOWNER moves from the COMMUNITY.
- 3.3 All homes, accessories, and/or alterations/additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance. No manufactured home, accessory structure and/or addition to include decks, awnings, porches, etc., may be placed closer than 8' from any electrical transformer.
- 3.4 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.

- 3.5 Homes moving into COMMUNITY must be approved by OWNER and must be approved by COMMUNITY management prior to move-in. A home will normally not be accepted if it is more than fifteen 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.
- 3.6 All homes are required to have wood, vinyl or aluminum lap siding. Skirting must be of a similar material as the siding on the home and painted/stained to match the siding or trim color. Wood skirting must be made of pre-treated/weatherized material that is compatible in design to the exterior of the home. Brick, rock or ornamental skirting is also acceptable. Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT allowed. All skirting must have an access panel (minimum dimensions 18" x 24") that does not require tools for opening or closing.
- 3.7 Each HOMEOWNER shall be responsible for installing the space number of their home on the front side of the home approximately 5' above ground level.
- 3.8 HOMEOWNER is responsible for installing or constructing the following within thirty (30) days of set-up of its manufactured home:
 - a) Skirting compatible with the manufactured home and painted to match.
 - b) Pre-painted continuous aluminum or galvanized metal gutters and downspouts, 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 6' x 8' or larger than 15' x 10';
 - 2) is constructed of 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; and
 - 4) pre-fabricated wood or metal storage sheds are allowed subject to prior written authorization from COMMUNITY management. Pre-fabricated storage sheds must be painted to match the home.
- 3.9 All manufactured homes must have landings at both the front and rear doors not smaller than 3' x 3'.
- 3.10 Landings, 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.

Landings, steps, railings 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 patio awning or carport awning must be designed and painted to match the manufactured home and be approved by OWNER in writing prior to its construction.

Note: Corrugated metal or fiberglass awnings are not allowed.

- 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.
- 3.12 Each homeowner shall prepare and deliver to management a landscaping plan for their lot immediately upon acceptance as a resident. Upon acceptance of the landscaping plan, homeowner agrees to landscape their lot according to the landscape plan. The landscaping shall be completed not later than ninety (90) days following homeowner moving into the Community.
- 3.13 OWNER reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances which may be dictated herein by the terrain of the COMMUNITY or individual spaces/lots.
- 3.14 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.
- 4.2 HOMEOWNER is responsible for maintaining all lawn areas, flowers and shrubbery within their space. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds and watered as necessary.
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.
- 4.3 All landscaping improvements made to the manufactured home space as provided by this Agreement shall, upon termination of tenancy, by either the HOMEOWNER or COMMUNITY management/ owner become

the property of OWNER except as provided herein below. The HOMEOWNER may keep and take with him the following: **Note: Nothing without written agreement.**

- 4.4 HOMEOWNERS absent for an extended period of time - two weeks or more (14 consecutive days) shall be responsible for arranging for the care and maintenance of their space during their absence.
- 4.5 Fences over 48" high are not permitted. Chain link fences and cedar fences are allowed and may be installed only in the rear yard area of the manufactured home space. Chain link fences require metal fence posts set in concrete and stretched fencing fabric with a top pole. All cedar fences shall be 36" in height with a 12" lattice top rail and be constructed as per applicable building code regulations. All fences, including color of paint or stain, must be approved in writing by OWNER prior to installation. HOMEOWNER is responsible for maintaining any fence located on HOMEOWNER'S property.
- 4.6 If HOMEOWNER constructs a rear yard fence, as outlined in paragraph 4.5, HOMEOWNER will be responsible for a twelve inch mowing strip along the outside of the fence, whether or not that strip is HOMEOWNER'S lot or COMMUNITY property.
- 4.7 Common areas, driveways, streets and HOMEOWNER'S spaces, including porches and decks, are to be kept clean and free from trash and litter at all times. Children's toys are not to be left in the streets. Garbage cans, gardening tools and equipment, etc., must be stored inside the HOMEOWNER'S storage shed.
- 4.8 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture. Storage of any type beneath the mobile home including material of explosive nature is prohibited (Oregon State Law). Standard patio furniture and a park approved storage cabinet will be permitted to present a clean and neat external appearance. Any household appliance, exercise equipment or upholstered furniture cannot be placed outside the mobile home. Boats, travel trailers, unmounted campers or unsightly objects will not be stored on homeowners space or parking areas.

- 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.
- 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 space is subject to revocation at any time if OWNER determines that the equipment is in need of repair. Above ground pools (wading pools, hot tubs/spas, etc.) are permitted only with written permission from OWNER. HOMEOWNER agrees to defend and hold the OWNER and OWNER'S Agents harmless from any and all claims, suits, damages and actions resulting from HOMEOWNER'S play equipment and/or above ground pools (wading pools, hot tubs/spas, etc.). Wading pools are to be emptied after each use; hot tubs/spas are to be fenced and 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 Basketball backboards may not be installed on carports, awnings, or other structures located on the HOMEOWNER'S lot. Portable basketball backboards/stands are allowed with the prior written approval of OWNER.
- 4.14 Exterior window blinds are allowed only during extreme temperatures and with the prior written permission of OWNER. Exterior blinds must be of a color that matches the exterior siding or trim color and must be maintained by the HOMEOWNER in a serviceable condition at all times.

Section 5
HOMEOWNERS AND GUESTS

- 5.1 The monthly rental rate 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 park's 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. This information must be updated every two years in accordance with Oregon Landlord Tenant Laws.
- 5.9 HOMEOWNER will provide OWNER with proof of ownership for the manufactured home occupied by HOMEOWNER consisting of a) copy of the bill of sale for manufactured home prior to move-in and/or occupancy, and b) copy of the title and vehicle I.D. information from DMV within sixty (60) days after move-in.
- 5.10 HOMEOWNER will provide OWNER with proof of insurance, and proof of good standing with the county showing that the personal property taxes have been paid for the manufactured home (Form 113) for the current personal property tax year at the commencement of the tenancy and at the request of OWNER anytime thereafter.
- 5.11 HOMEOWNER is responsible for permanently displaying the manufactured home registration plate (X-plate) to the manufactured home in plain sight from the street prior to move-in and/or occupancy.
- 5.12 Two annual COMMUNITY garage sales will be permitted for all HOMEOWNERS in the COMMUNITY on two predetermined weekends in the spring and fall. HOMEOWNERS are responsible for coordinating which two weekends each year the garage sales will take place. Each garage sale is not to last more than one weekend (three days). Prior approval must be obtained from OWNER as to which weekends and times each COMMUNITY garage sale is scheduled to prevent interference with other COMMUNITY projects. **NO INDIVIDUAL GARAGE SALES ARE ALLOWED.**
- 5.13 Tampering with mail addressed to others is a federal offense and is a basis for eviction.

Section 6 **SUBLETTING**

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

Section 7
SALE OF MANUFACTURED HOMES

- 7.1 Prospective purchasers of a manufactured home must submit an application for residency and be approved by OWNER PRIOR to occupying any manufactured home in COMMUNITY. No sale of a manufactured home in COMMUNITY shall obligate COMMUNITY management to accept a new purchaser unless an application has been received and approved by COMMUNITY management prior to the sale.
- 7.2 HOMEOWNERS shall be allowed to leave their manufactured home in its present space and sell the manufactured home to a new HOMEOWNER, subject to the following conditions:

Existing HOMEOWNERS as of August 1, 1997, are not required to bring their home up to these current standards. However, upon an on-site sale, the prospective purchaser of your home must be advised of the new standards, and that the mobile home shall be brought up to all current COMMUNITY standards according to 1.14. New homes moving into the COMMUNITY must comply with all current COMMUNITY standards. The OWNER may, at Owner's sole discretion and in cases selected by Owner, 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 A "For Sale" sign may be displayed only in a window and must not be more than 24" wide by 18" in height.

Section 8
UTILITIES

- 8.1 Electrical services are the responsibility of each HOMEOWNER and are payable by each HOMEOWNER directly to the utility provider. Sewer and water service is not currently metered for each lot. However,

Owner reserves the right to individually meter each lot and charge Homeowner for water and sewer in the future. 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 dumpsters are currently provided for HOMEOWNER'S use. OWNER reserves the right to eliminates dumpsters and provide individual garbage pickup of one 32-gallon container weekly per space. Garbage and garbage containers must be kept out of sight except on days when garbage is scheduled to be collected.
- 8.3 Paper towels, sanitary napkins, and other large items should not be flushed down your toilet. Grease should not be poured down sinks. Any expense incurred in clearing a sewer line blockage caused by HOMEOWNER'S negligence or misuse will be charged to HOMEOWNER.
- 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. TV cable service may be provided to each space. HOMEOWNER is responsible for monthly cable service 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. TV antennas that are no longer in use must be removed from home.
- 8.5 Each HOMEOWNER shall be responsible for ensuring that no storage building or other structure is erected or placed over any shut-off valve, sewer clean-out or electrical pedestal that may be located on the HOMEOWNER'S space.

Section 9

PETS

- 9.1 House pets under twenty (20) pounds at maturity may be allowed, if the HOMEOWNER obtains prior written permission from the COMMUNITY manager Said permission shall become a part of the rental agreement between the OWNER and the HOMEOWNER. An additional pet may be allowed if the HOMEOWNER receives prior written approval. Handicapped HOMEOWNERS are allowed to keep a specially trained animal as allowed by law.
- 9.2 No outside dog runs, dog houses, or pets living outside of a manufactured home are allowed. Pets must be kept on the HOMEOWNER'S space and are not to be allowed to roam unattended on HOMEOWNER'S lot, COMMUNITY streets, common areas or other HOMEOWNER'S lots. All pets shall be attended and on a leash when not inside the HOMEOWNER'S manufactured home. Pets shall not be left leashed or tied up outside a HOMEOWNER'S home during any period of absence by the HOMEOWNER.
- 9.3 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.

- 9.4 Excreta (pet droppings) must be cleaned up promptly by pet owners.
- 9.5 HOMEOWNER must not feed pets outside or leave food outside which will attract strays and wild animals.

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 sites.
- 10.3 HOMEOWNER acknowledges that there are dimly lighted and/or dark areas within the COMMUNITY and agrees to carry a portable light source when walking at night. HOMEOWNER shall provide a portable light source for any invitee or guest to HOMEOWNER'S home.
- 10.4 Except where otherwise posted, the curfew for all common areas/facilities within the COMMUNITY is enforced in accordance with any/all applicable governmental ordinances.

Section 11
RECREATION FACILITIES

- 11.1 The use of all common areas, etc. is done at the sole risk of HOMEOWNER AND HOMEOWNER'S guests. Management is not responsible for accidents or injury to any person(s), or any lost or stolen articles occurring in any common areas. Use of all common areas is restricted to HOMEOWNERS and HOMEOWNER'S guests. Guests are not permitted in any common areas unless accompanied by HOMEOWNER. HOMEOWNERS are directly responsible for HOMEOWNER'S guests (mis)conduct, actions, and damage, etc. HOMEOWNERS will be held fully accountable for any and all consequences and expenses associated with HOMEOWNER'S guests actions. PETS, ALCOHOL, AND/OR LIQUOR ARE NOT PERMITTED IN ANY COMMON AREA. Unnecessary noise or excessively loud parties will not be permitted at any time. These requirements help protect your health and provide safe, pleasant use of the common areas for all HOMEOWNERS and HOMEOWNER'S guests.
- 11.2 All minors (residents/tenants 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 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 on HOMEOWNER'S lot. One vehicle may be parked on the street as long as neighbor's driveways are not blocked and access for emergency vehicles is not restricted. HOMEOWNER acknowledges that on-street parking is subject to regulations imposed by City, County or State officials and is subject to change accordingly. In addition to the off-street parking associated with HOMEOWNER'S lot, guests may park their cars in other parking areas designated by OWNER for that purpose.
- 12.3 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) noisy due to improper or lack of mufflers. Whether a vehicle is "noisy" shall be at the sole discretion of management. c) constitutes a hazard to HOMEOWNERS or d) 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.

- 12.4 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.
- 12.5 Approval of OWNER must be obtained before bringing any truck larger than ONE ton, SINGLE AXLE into COMMUNITY. Trucks of one (1) ton or larger will not normally be allowed to park overnight on a HOMEOWNER'S lot.
- 12.6 Vehicles parked in violation of COMMUNITY rules will be towed away and impounded at HOMEOWNER'S expense.
- 12.7 The speed limit within COMMUNITY for all vehicles is limited to **ten (10) miles per hour**.
- 12.8 Motor homes, campers, trailers, boats, snowmobiles, residential vehicles and other recreational vehicles are not allowed to be stored on HOMEOWNER'S lot. Existing HOMEOWNERS who were allowed to keep a boat in the carport are "grandfathered" in until the home is sold.
- 12.9 Recreational vehicles may be left on HOMEOWNER'S lot for up to forty-eight (48) hours to accommodate loading and unloading.
- 12.10 Motorcycles may be driven to and from the COMMUNITY only. Three-wheelers, all-terrain vehicles or the like, whether or not in use, are not allowed in COMMUNITY. Any waiver of this rule will be conditioned on HOMEOWNER'S registering the vehicle with OWNER and on the vehicle's not being noisy. Whether a vehicle is "noisy" shall be at the sole discretion of management. Unregistered vehicles may not be stored in the COMMUNITY.
- 12.11 Driveways of vacant lots may not be used for guest or overflow parking without approval from OWNER.
- 12.12 Loud motor vehicles may not be operated in COMMUNITY at any time.
- 12.13 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 RENTAL AGREEMENT

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

- b) TENANT, someone in TENANT'S control, or the TENANT'S pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises or upon a person other than the TENANT on the premises with permission of the landlord or another tenant.
 - c) TENANT or someone in TENANT'S control intentionally inflicts any substantial damage to the premises;
 - d) TENANT 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. TENANT or someone in TENANT'S control commits any act which is outrageous in the extreme.
4. LANDLORD may terminate the tenancy by giving the TENANT not less than 30 Days written notice with cause for failure to pay late fees per your lease/rental agreement.
 5. Tenancy terminates in the event of the death of a sole OCCUPANT/TENANT.
 6. LANDLORD may terminate the tenancy, as provided by Oregon law, if LANDLORD intends to cease operation of the Park.
 7. LANDLORD may terminate the tenancy provided by Oregon law.

Section 15

ENFORCEMENT AND DISPUTE RESOLUTION

- 15.1 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 site 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.
- 15.2 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.
- 15.3 The dispute resolution process set forth in this section applies to disputes between HOMEOWNER and OWNER about certain of HOMEOWNER'S and OWNER'S obligations under the site 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 site rental agreement or these rules and regulations except for the types of disputes specifically excluded.
- 15.4 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 site 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 site 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.

15.5 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 HOMEOWNER'S peaceful enjoyment of COMMUNITY, OWNER will initiate the dispute resolution process by notifying the violating HOMEOWNER pursuant to the provisions of paragraph 15.6.

15.6 The dispute resolution works as follows:

A. Fair Hearing.

If a dispute arises under this Lease or the Park Rules and Regulations, TENANT may request a meeting with the park manager to discuss the dispute. TENANT'S request must be in writing and must explain the dispute. The park manager will meet with TENANT within 30 days of receipt of a formal complaint that has merit.

B. Mediation.

Either TENANT or LANDLORD may request mediation of a dispute in accordance with the terms of this Agreement by notifying the other party in writing. Within 15 days of receipt of such request, both parties shall select a mediator representative. The parties and the mediators shall meet at an agreeable time and place within 15 days of the mediators' selection in an attempt to mediate the dispute. The mediators will select the time and place for the meeting and may, at their option, select a third mediator for assistance. The mediators will have 5 days after the hearing to attempt to resolve the dispute. If either party does not agree with the solutions suggested by the mediators, either party may then request that the matter proceed to arbitration.

C. Arbitration.

Any dispute that is not resolved through mediation may be submitted to arbitration in accordance with the terms of this Agreement. Both parties shall attempt to agree on a single

arbitrator. If the parties are unable to do so, each party shall select its own arbitrator, the two of whom shall then select a third arbitrator. The costs of arbitration shall be agreed upon and shared equally by the parties. The arbitrator(s) will schedule and conduct a hearing. Within 30 days of the arbitration hearing, the arbitrator(s) shall serve written notice of their decision on the parties. The arbitration decision shall not be binding. A party not satisfied with the arbitration decision shall be entitled to seek a judicial resolution of the dispute as allowed by Oregon law.

- 15.7 Notwithstanding any other provision of the site 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.
- 15.8 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 16
PARTIAL INVALIDITY

- 16.1 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 provision of this Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

SECTION 17
AMENDMENT OF RULES

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

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

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

Homeowner

Date

Homeowner

Date