

# EMILY PARK

## RULES AND REGULATIONS

The primary purpose of these Rules and Regulations is to provide Homeowners with an orderly, well-managed, quality manufactured home park and thus protect the investment you have in your home. All residents of Emily Park shall sign as acknowledgment that they have received a copy of the Rules and Regulations and agree to abide by them, by signing the Lease Agreement.

### 1. LEASE AGREEMENT

Terms of the Lease Agreement: The lease contract is for two (2) full years and commences and ends on the dates stipulated in the lease contract. Unless a new lease agreement is signed by the resident and the park owner and thereby executed before the old lease contract expires, the resident shall remove his or her property from the park site at the end of the lease term.

### 2. MONTHLY CHARGES

- a. RENT: The site rent is payable in advance on the 1<sup>st</sup> day of each month.
- b. LATE RENT FEE AFTER THE 7<sup>TH</sup>: A twenty-five dollar (\$25) charge will be due if the rent is received (not postmarked) after the **seventh (7<sup>th</sup>)** day of the month.
- c. LATE RENT AFTER THE 7<sup>TH</sup>: If the rent is received (not postmarked) after 12:01 a.m. on the **seventh (7<sup>th</sup>)** of the month, a written 72-hour notice of non-payment of rent and intent to terminate the tenancy if the rent is not paid within the 72 hours will be issued.
- d. RETURNED CHECKS: There will be a twenty-five (\$25) fee for each check returned for any reason.
- e. THREE 72-HOUR NOTICES WITHIN A TWELVE MONTH PERIOD: If a resident has received three (3) or more 72-hour notices within the prior twelve (12) month period, the resident's lease contract can be terminated pursuant to a non-curable notice to vacate the space.

### 3. UTILITIES AND OTHER SERVICES

- a. UTILITIES: The Homeowner is responsible for the payment of their own electric, telephone, cable and garbage service. The park owner is responsible for the payment of the water and sewer service. Management reserves the right to change these utility arrangements, including billing procedure with reasonable notice to you.
- b. GARBAGE: Residents are responsible for payment of garbage service and must furnish their own garbage cans. One (1) or two (2) uniform thirty (30) gallon size garbage can or container may be used for garbage. All raw garbage must be wrapped before placing it in cans. Garbage cans must be placed at the curb for designated pick-up service and kept out of sight except on garbage collection days.
- c. EXTRA REFUSE: Items which will not get picked up by the curbside garbage service must be taken to the local refuse station or other arrangements must be made to have the items hauled away.

### 4. OCCUPANCY LIMITATIONS

- a. NUMBER OF OCCUPANTS: Except for temporary guests, a home shall not be occupied by more than two (2) persons per bedroom plus one more.
- b. ROOMMATES: Any additional residents (those residents not identified in the lease agreement) must complete a tenancy application and be approved by the manager **PRIOR TO MOVE-IN**.
- c. RENT AND ADDITIONAL OCCUPANTS: The monthly rent in the lease agreement is based upon the occupancy identified in the Lease Agreement.

## **5. RESIDENTS' GUESTS**

- a. **GUEST POLICY:** Guests may not stay in the park for more than fifteen (15) days in any year unless prior written authorization is received.
- b. **RESPONSIBILITY FOR GUESTS:** Residents are responsible for the conduct of their guests and their guest's pets and vehicles, licensees and invitees.

## **6. PETS**

- a. **TYPES AND NUMBER OF PETS ALLOWED:** A maximum of one (1) pet is allowed. One cat or one small gentle dog measuring not more than 15 inches at the shoulder and weighing not more than 25 pounds at maturity is allowed. NO EXOTIC PETS. Management has the right to refuse permission for a pet and to restrict the number and type of pet.
- b. **PRIOR APPROVAL AND SIGNED PET AGREEMENT:** Homeowners must have PRIOR APPROVAL of Park Owner and must Sign a PET AGREEMENT.
- c. **PET INSURANCE OR HOMEOWNERS INSURANCE:** Once a year, or at the time the new lease contract is renewed, residents owning a pet or wishing to own a pet, shall provide the park owner with proof of having a homeowners insurance policy which is currently in force or provide the park owner with proof of having a current pet insurance policy in force. If the resident elects to have pet insurance instead of a homeowner's policy, the resident shall make the park owner a co-insured for the purpose of notification in case of cancellation.
- d. **OUTDOOR RULES:** All pets are to be maintained as INDOOR PETS and must be kept inside at night. Pets are allowed outside either on a leash or confined within an approved backyard enclosure and only when the owner is home. No dog houses or runs are permitted. Noisy or unruly pets will not be allowed to remain in the park.
- e. **PET CLEAN-UP:** Pet owners are responsible for immediate clean-up of all pet droppings in all yards and all areas within EMILY PARK.
- f. **GUESTS' PETS:** Residents are responsible for their guests' pets.
- g. **DAMAGES:** Residents will be responsible for any damages caused by their pets and their guest's pets.
- h. **PET BITES:** If a resident's pet or their guest's pet inflicts a bite on any person in the park, the pet must be removed from the park immediately.
- i. **GUIDE ANIMALS:** Visually handicapped residents are allowed to keep a guide animal by law.

## **7. VEHICLES**

- a. **MAXIMUM # OF VEHICLES ALLOWED:** A maximum of three vehicles are allowed, one vehicle per driveway space, for spaces 1,2,3,4,5,10,11,12, 13 and 14 and a maximum of two vehicles allowed, one vehicle per driveway space, for spaces 6,7,8, and 9.
- b. **TYPES OF VEHICLES ALLOWED:** A vehicle includes, but is not limited to, a car, a motorcycle, a small truck and a golf cart. Recreational vehicles, boats and commercial trucks and vehicles may not be kept in the community.
- c. **VEHICLE CONDITION:** All vehicles that are parked at the homesite must be operative, properly licensed and adequately muffled to prevent any offensive noise. Management reserves the right to require a resident remove from the park any vehicle which, in the park owner's opinion, is not being properly maintained and/or constitutes a hazard or is in such dilapidated condition that it detracts from the appearance of the park. The park owner shall give 24 hours notice to the resident that if the vehicle is not removed within 24 hours, the park owner may tow the vehicle at the resident's risk and expense.
- d. **VEHICLE MAINTENANCE AND REPAIR:** Homeowners may wash, polish and wax their vehicles in their driveways and must leave their washing area in a clean condition. Light repairs only may be made in the resident's driveways. NO OIL CHANGING IS PERMITTED.
- e. **FUEL AND LUBRICANT RESIDUE:** No vehicle dripping oil, grease or gasoline will be allowed. No dumping of motor oils and other caustic or non-biodegradable substances in street drains or sewer systems or park grounds is allowed.

## **8. SPEED LIMIT**

- a. **SPEED LIMIT**: The speed limit for all vehicles in the park is TEN (10) MILES PER HOUR. Residents hereby agree to inform their guests of the speed limit and shall assume full responsibility for their guests within the community. All speeders should be reported to the park owner and to the local law enforcement agency. Violation of this rule is a safety hazard and may be cause for termination of the lease contract and eviction.

## **9. PARKING**

- a. **RESIDENT PARKING**: Parking of all vehicles is restricted to authorized carports and designated parking areas. Vehicles should not extend beyond the parking areas into the street.
- b. **FIRE LANE & STREET PARKING PROHIBITED**: Fire Lane and street parking by residents and their guests is not permitted. No vehicle may block driveways or restrict street passage for emergency vehicles or be parked on lawn or landscaped areas within the Community.
- c. **GUEST PARKING**: Guests may park in one of the resident's designated parking spaces or in one of the four guest parking spaces near the entrance to the park. Guests may park in this guest lot for up to a 24-hour period and need to display in their vehicle windshield, the number of their host's space.
- d. **RECREATIONAL VEHICLE PARKING**: A vacation or recreational vehicle may be parked in a residents driveway for up to a 24-hour period for the purpose of loading and unloading.

## **10. LANDSCAPING**

- a. **LANDSCAPE MAINTENANCE**: All lawns and landscaping must be kept mowed, trimmed, weeded watered and well-maintained at all times. If landscape maintenance (including maintenance of sidewalks and driveways) is not performed by the resident, the management shall have the option to hire an outside lawn maintenance service and charge the resident for the cost of this service. Before such expense can be imposed on the resident, the park owner must give the resident written notice after which the resident will have seven (7) days to perform the maintenance. The landlord (or the landlords' landscapers) retains the right to enter the tenet's property without notice for agreed upon groundskeeping.
- b. **PROFESSIONAL LANDSCAPING**: Management retains the right to hire professional landscapers to maintain any or all landscaping on an ongoing basis without obtaining permission from the homeowner but with proper notification to the homeowner and to cancel this service at any time. An additional fee may be assessed for this service.
- c. **LANDSCAPE MAINTENANCE WHILE ON VACATION OR AWAY FOR LONG PERIODS**: It is the resident's responsibility to make arrangements for landscape maintenance while away.
- d. **COMPOST PILES**: Compost piles are allowed in backyards providing they do not create a hazard, an offensive smell or an eyesore.
- e. **CHANGES OR ADDITIONS TO LANDSCAPING**: Any material changes or additions to current landscaping requires written permission by the park owner. Material changes would include, but would not be limited to the following; planting or removing large trees, laying brick or installing any structures including fences, decks, hot tubs and ponds, and storage buildings and doing concrete work. The resident must check with the park owner in advance to get lot lines, underground utility lines and rules and regulations checked. Resident must get park owners prior written approval.
- f. **DIGGING OR DRIVING STAKES IN THE YARD**: The Homeowner must get prior written approval from the park owner before digging or driving rods or stakes into the ground because doing so may damage under-ground wiring or plumbing. The resident shall bear the cost of repairs to any utilities they damage or the resident's contractor damages. The full sum incurred for these repairs must be paid on the first (1<sup>st</sup>) of the month following the resident's receipt of the bill.

## **11. WATERING THE YARD**

- a. **WATERING SMART**: Best times to water are early in the morning and later in the evening so the water doesn't just evaporate. During these good times to water, you will need to water any one area no more than 10-15 minutes at a time and likely no more frequently than once a week.
- b. **NO UNATTENDED WATERING OR FLOODING**: No watering shall be unattended for any unreasonable length of time and flooding of any yard or surroundings is prohibited. The park owner reserves the right to enter the resident's property and turn off the water if it has been left unattended or is flooding any area.

## **12. NUISANCE and CRIMINAL ACTIVITY**

- a. **DRUGS & NARCOTIC USE:** Use of any unlawful drugs or narcotics will be reported directly to the law-enforcement agencies. Residents or their children apprehended and found guilty of using or selling illegally possessing any controlled substance in the community will result in an immediate proceeding to terminate the resident's lease agreement.
- b. **CRIMINAL ACTIVITY:** Residents or their children who are convicted or repeatedly arrested for a crime which presents a potential danger to park residents shall be evicted from the park and their lease agreement terminated.
- c. **CONDUCT:** Drunkenness, immoral conduct or conduct causing a disturbance or an annoyance to other residents shall not be tolerated. Repeated disturbances shall be grounds for terminating the resident's lease agreement. All federal, state and local laws shall apply.
- d. **NOISE:** Residents and their guests shall conduct themselves so as not to interfere with or disturb their neighbor's quiet enjoyment. Quiet hours are from 10:00 p.m. to 8:00 a.m. Excessive noise will not be tolerated at any time.

## **13. HOME AND LOT MAINTENANCE**

- a. **FLUSHING AND POURING ITEMS DOWN TOILETS, SINKS, TUBS AND DRAINS:** Paper towels, sanitary napkins and other large items that could get stuck in the pipes or grease and toxic chemicals should not be flushed down the toilet or any inside or outside drain. Any expense incurred in clearing a sewer line blockage caused by the resident will be charged to the resident.
- b. **HOME MAINTENANCE:** Residents shall keep their home exterior in good repair at all times. Home exterior paint shall be clean, attractive and well-cared for. Wooden structures such as decks, porches, carports, hand railings, etc. shall be painted or stained to prevent their physical or visual deterioration.
- c. **CHANGES TO HOME EXTERIORS OR HOMESITES:** Any substantial change planned to be made by the resident requires the park owners prior written consent. Substantial changes would include, but not be limited to; changing the color of the home exterior or the erection of any carports, fencing, storage sheds or any other buildings.
- d. **LOT MAINTENANCE:** Residents are responsible for keeping their homesites in clean, sanitary and attractive condition at all times. Driveways must be kept free of oil build-up and the street in front of the resident's homesite must be kept clean.
- e. **FENCES:** The installation of any fencing requires written consent by the park owner. Any fences which have been allowed are the sole responsibility of the resident and must be well-maintained.
- f. **OUTSIDE DRYING OR HANGING:** No rugs, towels, blankets, laundry, etc. may be hung outside the home when it is visible from the street or by neighbors.
- g. **OUTSIDE ANTENNAS OR SATELLITE DISHES:** No outside antennas shall be permitted. Prior written consent of the park owner must be obtained before installing a satellite dish. The resident is responsible for monthly cable or satellite charges.
- h. **OUTSIDE PLAY EQUIPMENT:** Outside play equipment must be placed in backyard areas and must be kept in a well-maintained condition.

## **14. UTILITY SERVICE LINES**

- a. **UTILITY SERVICE LINES:** All wiring, plumbing, natural gas lines and connections inside and outside must comply with appropriate federal, state and local requirements. Permission to alter existing service lines and connections must be obtained in writing by the park owner.
- b. **TAMPERING WITH SERVICES LINES AND CONNECTIONS:** Tampering with community service lines and connections is strictly forbidden. The park owner should be immediately informed of any tampering or malfunction.

## **15. UTILITY PIPES AND VALVES**

- a. **RESIDENT'S RESPONSIBILITY:** Residents are responsible for the maintenance and repair of all utility pipes and valves above and below ground which are within the perimeter of the home's foundation and skirting. The resident is responsible for ensuring that these pipes and valves are well-insulated and that heat tape is used to help prevent the pipes and valves from freezing and breaking.

## **16. LOT USAGE**

- a. **LOT USAGE:** The homesite is only to be used for manufactured home residency purposes. Residents shall not violate any statutes or ordinances regarding the use any occupancy of the home or homesite.
- b. **SUBLETTING, ASSIGNING AND RENTING:** Residents SHALL NOT SUBLET, ASSIGN or RENT OR LOAN their home for any purpose other than the purpose granted in the original application for the space without prior written permission of the park owner. The homes must be owner occupied.
- c. **COMMERCIAL BUSINESS:** No commercial business shall be conducted at the park.
- d. **YARD SALES:** Check with owner FIRST to get written consent.

## **17. STORAGE**

- a. **STORAGE BUILDING SPECS:** Each resident may install in their backyard, one (1) storage building of a size not smaller than 8'4" x 12' or 100 feet and not larger than 140 square feet and not higher than 8 feet. The storage shed must match the wood and the paint used on the resident's home exterior. Construction must meet federal, state and local code requirements.
- b. **STORAGE OUTSIDE THE STORAGE SHED:** No storage will be allowed beneath the manufactured home (Oregon State Law). Only patio furniture, barbecue and trash containers may be left outside the manufactured home or storage shed. No furniture is allowed on the deck, porch or carport except deck or patio furniture. Brooms, mops, toys, tools, etc. should be put away in the home or storage shed after use.
- c. **FLAMMABLE MATERIALS:** should be stored in the storage shed in accordance with local fire codes.

## **17. HOMEOWNER'S EXAMINATION OF THE HOMESITE**

- a. **HOMESITE EXAMINATION:** In signing the form acknowledging receipt of Emily Parks' Rules and Regulations, the Homeowner and resident acknowledges they have examined the homesite and accept its condition "as is" and "with all faults".

## **18. COMPLAINTS AND SUGGESTIONS**

- a. **TO MAKE A COMPLAINT OR SUGGESTION:** Complaints concerning violations of Emily Park Rules and Regulations can be submitted to the park owner. Anyone filing a complaint must sign his/her name and specify the violation, date, time and site number involved. The identity of the person filing the complaint will remain confidential to the greatest extent but can't be promised in all circumstances.

## **19. SALE OF MANUFACTURED HOME**

- a. **NOTIFY PARK OWNER OF INTENT TO SELL:** Inform the Park Owner of your intention to sell your at least (10) ten days before putting it on the market.
- b. **PRIOR APPROVAL OF APPLICATION FOR RESIDENCY:** Prospective purchasers of a Home in the park must submit an application for residency and be approved by the Park Owner PRIOR to occupying the Home in Emily Park. No sale of a Home in the park shall obligate management to accept a new purchaser unless an application has been received and APPROVED by the Park Owner prior to the sale.
- c. **SALE OF HOME ON SITE:** The Homeowner shall be allowed to leave their home in its present site and sell the home to a new owner, subject to the following conditions: the home shall be brought up to all current Community standards for new homes moving into the Community. The Park Owner may, at their sole discretion and in cases selected by the park owner, grant special exceptions to this rule. Any special exceptions shall be in writing, signed by the Park Owner and Homeowner, and shall specify the length of time for which the exception is granted. Failure to immediately enforce this rule shall not prevent later enforcement of this rule.
- d. **ACCEPTANCE OR REJECTION OF PROSPECTIVE RESIDENT:** Park Owner shall have seven (7) days after receipt of the fully completed in which to accept or reject the prospective resident unless other written arrangements are made. Should the Park Owner reject the prospective Resident, the Park Owner will furnish to the seller and the purchaser, a written statement of the reasons for the rejection in accordance with Oregon law.
  - a. **POSSIBLE REASONS FOR REJECTION:** The Park Owner shall have the right, in their sole discretion, to reject a prospective Resident if the Park Owner is not satisfied with:
    - (1) The purchaser's credit, prior rental and character references, criminal record, debt to income ratio
    - (2) Number of residents in the home
    - (3) Age, condition or size of manufactured home,
    - (4) Pets kept by purchaser
    - (5) Number, condition and types of vehiclesRejection of a prospective Resident shall be final, and Park Owner shall have no obligation to entertain

any further submissions from the same prospective Resident.

- f. NEW LEASE AGREEMENT: If the Park Owner accepts the potential purchaser as a Resident, the Park Owner shall present a new Lease Agreement to the purchaser, containing any new conditions and the termination of the Lease Agreement. The Park Owner shall inform the purchaser at the time of acceptance what conditions shall be imposed on a subsequent sale. These conditions need not be the same as those conditions contained in this Agreement. Park Owner reserves the right to require, as a condition of occupancy, that the purchaser remove the home upon termination of the Lease Agreement or upon subsequent resale of the home.
- g. OCCUPANCY OF NEW PURCHASER: The prospective purchaser may not take occupancy of the home purchased and the space occupied by the home until prospective purchaser has been approved by the Park Owner and has signed a Lease Agreement.
- h. IMPROVEMENTS TO LEASED SPACE: All improvements to the home space including, but not limited to landscaping, carport, and decks shall, upon termination of the tenancy by the Park Owner or Resident remain the property of the Park Owner except as herein provided:

### GENERAL PROVISIONS

1. Any approval, consent, or waiver which these Rules and Regulations require to be obtained from Park Owner must be obtained in writing, signed by an authorized representative of the Park Owner.
2. The Park Owner may waive one or more requirements of these Rules and Regulations on a showing by the Homeowner that special circumstances exist which distinguish their situation from that of other Homeowners.
3. If the Homeowner fails to complete improvements, do maintenance, or otherwise take some action required by these Rules and Regulations, the Park Owner has the option of taking that action for the Homeowner. In such cases, the Homeowner shall be responsible to the Park Owner for the Park Owner's expenses in doing the work.
4. Failure of the Park Owner/Manager at any time, to require a Resident to comply with any Rule or Regulation shall not limit the right of the Park Owner/Manager to enforce the Rule or Regulation at a later date.
5. All fines, charges, assessments, fees and deposits must be paid within ten (10) days of when they are levied by the owner.

### MANUFACTURED HOME SET-UP

1. The Homeowner agrees that Homeowner has examined the conditions of the space and is aware of its condition and accepts the said space "as is" and "with all faults". Homeowner further states that Homeowner has not relied on the Park Owner/Community for advice concerning the installation of the manufactured home and has relied and discussed installation with a manufactured home dealer or contractor and is relying on the skill, experience and judgment of the manufactured home dealer or contractor.
2. The Park Owner is not responsible for top soil, site preparation, foundation stability, final grading, settling, gravel or relocation of any utilities unless agreed to in writing by Park Owner.
3. Homeowner shall give the Park Owner 72 hours notice before bringing their manufactured home into the Community for set-up. On arrival, the Park Owner shall instruct the Homeowner and the Homeowner's driver on where to park the manufactured home pending set-up.
4. Prior to siting any manufactured home in Emily Park, the Homeowner shall coordinate with the Park Owner to specifically locate the position of the 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 home dealer and/or transportation company that moves the home to ensure the home is properly positioned on the space.

5. On arrival at the Community for set-up, the Homeowner will register with the Park Owner the license number of the vehicle 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, the homeowner must register with the Park Owner, the home's correct color, model and dimensions.
6. All aspects of manufactured home siting and set-up, including electrical, telephone, cable TV, sewer and water connections and placing gravel or concrete on the lot and blocking the home are the Homeowner's responsibility. As a part of hooking-up to the Park's water system, the Homeowner shall install a back flow device at Homeowner's expense. Homeowner is responsible for connecting the home to sewer line with rigid pipe. The home must be placed on the lot so as to cover or enclose sewer and water connections, as required by law.
7. The 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 the park Owner or other Homeowners, as appropriate, for any loss suffered.
8. Homeowner must remove towing hitch and temporary steps within thirty (30) days of set-up.
9. Homeowner cannot move into their manufactured home until siting & set-up have been approved by the Owner

### MANUFACTURED HOME STANDARDS

1. Only new manufactured homes are allowed in Emily Park. Prior to setting any home in Emily Park, the resident shall be responsible for providing the Park Owner with a copy of their home purchase agreement and that it confirms that this purchase agreement includes all the required improvements set forth herein. The Homeowner shall also provide the Park Owner with a copy of their Homeowner's insurance policy and proof that the policy is currently in effect. Park Owner reserves the right to refuse admission to any home that does not meet Community standards and/or appearance of the home is misrepresented.
2. No permanent alterations are to be made to the home, or the space without prior written permission of the Park Owner. The Park Owner reserves the right to approve any exterior accessory or structure added to the home or placed on the space prior to its construction and/or installation. All structures must be factory, manufactured material or specifically approved by the Park Owner prior to their construction and/or installation. The Park Owner reserves the right to request that all permanent structures erected by a resident on a resident space be removed at the resident's expense when the resident moves from the park.
3. All homes, accessories and/or additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.
4. Manufactured homes moving into Emily Park must be a minimum of 28' (feet) wide and must be approved by the Park Owner PRIOR to move-in. All home roofs must have composition asphalt shingles with a gable profile.
5. All homes are required to have wood, composition, wood grain type siding. The skirting must be made of matched material that is compatible in design to the exterior of the home. Skirting must be continuous, any noticeable cracks or seams between the skirting panels must be caulked or filled prior to painting. Skirting must be installed within thirty (30) days following set-up. Metal or fiberglass skirting is not allowed.
6. EMILY PARK provides an electrical service line to each space. It is the Resident's responsibility to install the electrical service panel and extend the service from the electrical line on the lot to the Resident's home. All electrical installations must be done by a licensed electrical contractor and must comply with all state and local building codes.
7. All homes must have gutter and downspouts. They must be installed no later than thirty (30) days after the home is moved into EMILY PARK. These gutters with downspouts must be connected by 3" (inch) rigid pipe to the storm drain.
8. Carport awnings must not be less than the minimum sizes outlined below and will be determined on a per space basis.

- a. All material for the awnings and decks must be wood frame with composition roofs. Outdoor wood or cedar must be used with the decks.
  - b. Awning framing and supports for wood frame awnings must be 2" x 4" or 2" x 6" framing material with 4" x 4" or 6" x 6" wood support posts.
  - (c) All decks/porches and steps must have hand rails. Vertical railings (ballisters) made of 2" x 2" materials on 4" centers must be installed between the tops of the railing and the deck and treads.
  - (d) All awnings shall be painted the same as the home.
9. Homeowner's may have one storage building of a size not smaller than 8'4" x 12'. The storage shed must match the wood and the paint used on the resident's home. Roofs on the storage shed must be consistent with the roof on the resident's home.
  10. Each resident shall be responsible for installing two above ground hosebibs fully insulated.
  11. EMILY PARK will provide a space number and address for each space.
  12. Each resident is responsible for obtaining all building permits required by the City of Gresham or the City of Portland prior to the move-in and set-up of the resident's home and/or the construction of any accessory buildings, awnings, decks, porches or any structure.

#### **TERMINATION OF THE LEASE**

1. Prior to the removal of a home from its lot, all rents for space, utilities and services or administrative fees must be paid in full unless waived by the Park Owner.
2. Homeowner is responsible for any damage caused to their lot, other lots, streets, or any portion of the EMILY PARK Community during the removal of their home and shall reimburse the Park Owner or other Homeowners, as appropriate, for any loss suffered.
3. Homeowners removal of their home will not relieve the Homeowner of the obligations under the Lease Agreement.

#### **DISPUTE RESOLUTION**

1. To encourage park Residents and the Park Owner to settle disputes that may arise, it is EMILY PARK's policy that each issue with merit shall be responded to by the Park Owner within 30 days after receipt of a written complaint. The Park Owner or their representative shall meet with the complainant to attempt resolution of the complaint or dispute.
2. Emily Park does not offer arbitration or mediation of those disputes relating to: (a) park closure, b. park sale, or ( c ) rent, including but not limited to amount, increase and nonpayment, (d) charges due under the Lease Agreement or these Rules and Regulations including late charges, bad check fee, service charges, attorney fees, additional occupant fees or interest, or the adjustment or modification of these charges, (e) any lien claim, (f) termination of tenancy, term of tenancy, or renewal of tenancy, (g) sale of Homeowner's home by the Homeowner and the Park Owner's acceptance of the prospective purchaser as a Homeowner.
3. Any attempt by any party to informally resolve a dispute shall not be deemed a waiver of that party's right to litigate the dispute.
4. Homeowner's payment of an assessed fine when due and payable is a condition of occupancy, and failure of Homeowner to pay an assessed fine when due is a basis for Park Owner's termination of the site Lease Agreement.
5. Failure of Park Owner to enforce any one of these Rules and Regulations shall not operate as a waiver of their right to enforce that or others of these Rules and Regulations and to insist upon strict compliance with the Lease Agreement and the Rules and Regulations.
6. Neither Homeowner nor Park Owner will be entitled to an award of attorney's fees for any fees incurred in connection with the dispute resolution process.



## **PARTIAL INVALIDITY**

1. If any term or provision of this Agreement, or any document referred to in this Agreement shall be unenforceable, the remainder of this Agreement and other documents shall be valid and be enforced to the fullest extent permitted by law.

It is the intention of the owners of EMILY PARK to use reason and fair play when applying these Rules and Regulations and, through their application, ensure that your rights and your neighbor's rights are protected and respected. We understand your investment in your Home is an important one and it is our wish to help you maintain your Home's value through a well-maintained Community.

## **EFFECTIVE DATE**

**These Rules and Regulations are effective from July 1, 2004 until superseded.**

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