

Addendum to Evergreen Park Rental Agreement

THESE RULES AND REGULATIONS ARE CONSIDERED AN INTEGRAL PART OF YOUR RENTAL AGREEMENT.

Section 1
HOME SET-UP

1.1 Prior to siting any home in Evergreen Park, the resident shall be responsible for coordinating with Evergreen Park 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 resident will be responsible for coordinating with mobile home dealer and/or transportation company that moves the home to ensure that the home is properly positioned on the space. Electrical, telephone, cable t.v., sewer, and water connections as well as placing gravel on the lot and blocking the home are the responsibility of the resident.

1.2 Each resident is responsible for any damage caused during the siting of his home and shall reimburse Evergreen Park for any expense incurred by Evergreen Park as a result of damage caused to the lot, curb, driveway or utility services, or any portion of the park by the resident moving in or out of the park.

Section 2
MOBILE HOME STANDARDS

2.1 Prior to siting any home in Evergreen Park, the resident shall be responsible for providing Evergreen Park with a copy of the title or home purchase agreement proving ownership and an accurate description of the home including all required improvements as set forth in section 2 of the park rules and regulations. Specifically skirting, decking, awnings. In those cases where a resident is moving a qualifying home into Evergreen Park that is not a new purchase, the resident shall be responsible for providing a photograph together with complete descriptive information of all improvements and storage structure that will be sited in the park.

2.2 No permanent alterations are to be made to the home, or space without the prior written permission of Evergreen Park. Evergreen Park must 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 of factory/manufactured material or specifically approved by Evergreen Park prior to their construction and/or installation. Evergreen Park 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.

2.3 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.

2.4 All double wide homes must have a window or windows totaling not less than 12 square feet on the side of the home facing the street; example: a single window measuring 3', 6" wide by 3', 6" high. A smaller window may be allowed with the prior written approval of Evergreen Park.

2.5 All towing hitches must be removed immediately after the home is placed on the lot, or in the case of homes currently located in Evergreen Park, at the time the home is sold to a party wishing to leave the home in Evergreen Park.

2.6 Manufactured homes moving into Evergreen Park must be a minimum of 12' wide, and must be approved by park management prior to move-in. A home will normally not be accepted if it is more than fifteen (15) years old as of the date of move-in. Evergreen Park reserves the right to refuse admission to any home which does not meet park standards or the condition and/or appearance of the home is misrepresented.

2.7 All homes are required to have wood, composition, vinyl or aluminum 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. Skirting must be continuous without any noticeable cracks or seams. Skirting must be installed within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT allowed.

2.8 Temporary steps must be removed not later than thirty (30) days after set-up.

2.9 All manufactured homes must be connected to the water and sewer lines with rigid pipe. Where possible, the home must be placed on the space so as to cover/enclose the sewer and water connections. Any water or sewer line that extends outside of the skirting of the home must be underground.

2.10 All homes must have awnings and decks not less than the minimum sizes outlined below:

Primary Entrance Deck - 4' x 8' of continuous deck.

Awning - 4' x 8' of continuous aluminum factory/manufactured aluminum if the home is aluminum or wood sided, or, at the option of the Resident, woodframe awning with composition shingle roof if the home has wood or simulated wood siding.

Alternate Entrance: Deck - 32" x 32"

NOTE: Awning framing & supports for metal awnings must be metal; awning framing & supports for wood frame awnings must be of 2" x 4" framing material & 4" x 4" wood support posts. If the design of the home provides for a covered entry, an awning over the entry is not required.

NOTE: All construction must comply with local building codes. Any wood frame patio awning(s) must be painted to match the home and be approved by Evergreen Park in writing prior to it's construction. Corrugated metal or fiberglass awnings are **NOT** allowed.

2.11 Decks and porches must be skirted with the same material as used to skirt the home and painted or stained to match the skirting of the home. All decks/porches and steps must have hand rails. Vertical slats/railings made of 2" x 2" material on 8" centers must be installed between the top of the railing and the deck and step treads. Decks must be constructed of 2"x4" or 2"x6" pressure treated/weatherized wood.

Awnings and decks must be installed within thirty (30) days following set-up of the home unless other arrangements have been made in writing with park management.

2.12 In the case of homes moving into Evergreen Park after August 1, 1992, each resident shall be required to install a storage building of a size not smaller than 6' x 8', nor larger than 10' x 15'. The storage building may be constructed of vinyl, wood or aluminum siding or pre-treated wood siding painted to match

the mobile home. Storage buildings may be roofed with asphalt shingles or manufactured aluminum awning-style roofing material of a style and color that is compatible to the resident's home. Pre-fabricated wood or metal storage sheds are also allowed subject to prior written approval. Pre-fabricated buildings must be of a color that is compatible with the resident's home. In the case of homes currently located in Evergreen Park, the park shall require, at the time the home is sold to a party wishing to leave the home in Evergreen Park, that the new resident install a storage building in compliance with the standards set forth herein.

2.13 Carports/Carport Awnings: Residents, at their option, may install a free standing or awning-style carport on their space. If a resident elects to install a carport, the following standards shall apply.

A. Carports must be erected over designated parking/driveway areas within the boundaries of the resident's space and must not encroach on any adjacent space.

B. Carports may be of factory manufactured materials such as aluminum or steel or may be constructed of wood. In order to maintain reasonable standards within the community while allowing flexibility to accommodate the unique situations that may occur on individual spaces, any resident desiring a carport must submit a detailed plan identifying the location and design of the carport as well as the materials to be used in its construction/installation.

C. Any carport constructed of wood must be painted and/or stained to match the resident's mobile home. Aluminum or factory manufactured carports must be of a color that is compatible with the resident's home.

D. No alterations or additions to a resident's carport may be made without the prior written approval of Evergreen Park.

2.14 Each resident must submit a SPACE LANDSCAPING WORKSHEET at the time he/she makes application for residency in Evergreen Park. The worksheet shall outline a general landscaping plan which shall identify in detail the landscaping to be installed on the residence space. No home will be allowed to move into Evergreen Park until the Space Landscape Plan has been approved by Evergreen Park. Installation of all space landscaping must be completed not later than ninety (90) days following move-in UNLESS otherwise agreed upon in writing between Evergreen Park and resident. The Space Landscape Plan shall be come an integral part of the Rental Agreement between the resident and Evergreen Park.

2.15 Evergreen Park reserves the right to make reasonable modifications to the home standards identified herein to accommodate special circumstances which may be dictated by the terrain of the park or individual spaces/lots.

Section 3

MOBILE HOME AND LOT MAINTENANCE

3.1 Each resident shall be responsible for maintaining and keeping clean and in good repair the exterior of their home as well as all appurtenant structures such as decks, steps, storage building(s) and fences at all times. All resident-owned wooden structures such as decks, handrailings, etc. shall be painted or stained as necessary to prevent their visual and/or physical deterioration.

3.2 Residents are 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 and kept free of weeds and watered as necessary. If the landscaping is not properly maintained, Evergreen Park reserves the right to perform whatever landscape maintenance may be required and charge the resident directly.

3.3 All landscaping improvements made to the home space as provided by this agreement shall, upon termination of the tenancy by either the resident or Evergreen Park become the property of Evergreen Park except as provided herein below. The resident may keep and take with him the following: Note: Nothing without written agreement

3.4 Residents absent for an extended period of time - 2 weeks or longer - shall be responsible for arranging for the care and maintenance of their space during their absence.

3.5 Common areas, driveways, streets and resident yard areas including porches and decks are to be kept clear and free from trash and litter at all times. Children's toys are not to be left in the streets. Garbage cans, firewood, gardening tools and equipment, etc. must be stored in the resident's storage shed or out of sight.

3.6 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture.

3.7 Firewood must be stored behind the home, visually screened from the street or in an approved storage shed. Effective September 1, 1991, wood stoves will not be allowed in any home moving into Evergreen Park.

3.8 Clothes lines and/or clothes line poles are not allowed. Articles of clothing, linens, rugs, etc. are not allowed to be draped over deck/porch railings or left outside the resident's home.

3.9 Residents may, with the prior written permission from Evergreen Park, erect play equipment in their backyards. Any play equipment placed on the home space must be located behind the home and within the designated boundaries of the resident's yard. Each resident assumes responsibility for maintaining the playground equipment in serviceable condition during their term of residency and agree to remove the equipment when they terminate their tenancy in Evergreen Park.

Section 4

RESIDENTS AND GUESTS

4.1 Residents or persons occupying a home in Evergreen Park must be identified in the resident's rental application, listed in the rental agreement, and approved by park management prior to establishing residency in Evergreen Park.

4.2 All residents must be individually named in the rental agreement and approved by management. Residents hosting guests who remain in the park for more than fourteen (14) days must identify their guest(s) to Evergreen Park not later than fourteen (14) days after the guest(s) arrival at Evergreen Park. There shall be no more than two (2) permanent residents per bedroom occupying a home. The monthly rental rate is based on occupancy of four (4) persons. There is an additional charge of \$10.00 per month for each additional approved occupant. Additional occupant charges are due with the monthly rent.

4.3 Any guest(s) who remains in Evergreen Park for more than thirty (30) days shall be considered to be a permanent resident of the home in which they are staying; however, no guest shall be approved as a resident nor permanently allowed to occupy a home in Evergreen Park unless they first apply for residency and are approved in accordance with the procedure set forth in paragraph 4.1 above. Furthermore, Evergreen Park reserves the right to disapprove the request of any guest to become a permanent resident in the event said approval would violate the occupancy standards set forth in paragraph 4.2 above. Guests remaining in Evergreen Park for more than thirty (30) days must be identified to the park Evergreen Park within three (3) days following the 30 day guest residency period.

4.4 No resident, guest or pet may cause or suffer any loud or disturbing noise at any time. This prohibition shall include but not be limited to parties, radios, television and stereo equipment, etc. No peddling, solicitation, or commercial enterprises are allowed within the park.

Section 5
SUBLETTING

5.1 No renting or subletting of a home shall be permitted. Homes must be owner-occupied. If requested by Evergreen Park, residents must provide documentary evidence confirming ownership of their home unless written approval is received from park owners.

5.2 Any person occupying a home during an extended absence by the owner (over 14 days) must be approved by Evergreen Park prior to occupying the home. This provision shall apply to "house sitters" or other individuals known to the home owner who might occupy the home during their absence.

Section 6
SALE OF MOBILE HOMES

6.1 Prospective purchasers of a resident's home must submit an application for residency and be approved by Evergreen Park PRIOR to occupying any home in Evergreen Park. No sale of a home in Evergreen Park shall obligate Evergreen Park to accept a new purchaser as a resident unless an application has been received and approved by park management prior to the sale.

6.2 Residents shall be allowed to leave their home in its present space and sell the home to a new resident, subject to the following conditions:

A. The home shall be brought up to all current park standards for new homes moving into the park and, if the home is more than fifteen (15) years old, the purchaser must agree that the home will be moved from Evergreen Park at the time of its sale to a subsequent purchaser.

B. Evergreen Park may, at its sole discretion, grant exceptions to this rule. Any exception(s) shall be in writing, signed by Evergreen Park and the resident, 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.

6.3 Professionally prepared "For Sale" signs not larger than 24" wide by 18" in height may be displayed in a resident's front yard or in the window of a resident's home.

Section 7

UTILITIES

7.1 Garbage and/or garbage containers must be kept out of sight except on days when garbage is scheduled to be collected. Residents must furnish their own metal 33 gallon garbage can(s). Can(s) must be lined and garbage must be placed in no larger than 13 gallon plastic garbage bags.

7.2 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 resident negligence or misuse will be charged to the resident causing the blockage.

7.3 No satellite-type antenna dishes or CB/home radio antennas are allowed. T.V. antennas may be installed on a resident's home, but at a height not to exceed 3' above the roofline. T.V. or radio antennas must be attached to the rear of the home or carport.

Section 8

PETS

8.1 House pets are limited to one per space under twenty (20) pounds at maturity and may be allowed if the resident obtains prior written permission from Evergreen Park. Said permission shall become a part of the rental agreement between Evergreen Park and the resident. An additional pet may be allowed if the resident receives prior written approval. No outside dog runs, dog houses, or pets living outside of a home are allowed. Pets must be kept on the resident's space and are not allowed to roam unattended on the streets, common areas or other resident spaces. Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain. All pets shall be maintained on a leash when not inside the owners home. Pets shall not be left leashed or tied up outside a resident's home during any period of absence by the resident. Excreta (pet droppings) must be cleaned up promptly by pet owners.

Section 9

VEHICLES

9.1 No commercial vehicle(s) or equipment are allowed to be parked on a resident's space. Inoperable vehicles may not be stored or left in a resident's driveway or on the resident's space. Parking is restricted to the resident's driveway or areas designated for vehicle parking within the park.

9.2 All resident vehicles must be registered with Evergreen Park. Evergreen Park reserves the right to require that any vehicle, including vehicles owned by residents, not be allowed to enter the park or to remain in the park, if in Evergreen Park's opinion, the vehicle is not properly maintained and/or constitutes a hazard to the residents of the park, or if the vehicle is in such a dilapidated condition that it distracts from the appearance of the park.

9.3 Guests may park their cars on the street or other parking areas designated by the Evergreen Park when visiting a resident but must ensure that vehicles are parked in a location so as not to block any neighbors access or restrict traffic flow within the park. No overnight parking on the streets is allowed by guests or residents.

9.4 Trucks larger than 3/4 ton must have prior written permission from Evergreen Park before they will be allowed to enter the park and/or park on a resident's space.

9.5 Vehicles parked in violation of park rules may be towed away and/or impounded at the resident's expense.

9.6 The speed limit within Evergreen Park for all vehicles is posted ten (10) miles per hour.

9.7 Motor homes, campers, trailers, boats, and other recreational vehicles are not allowed to be stored on a resident's space. Recreational vehicles including motor homes, campers, and/or travel trailers may be left on a resident's space for up to thirty six (36) hours to accommodate loading and/or unloading.

9.8 Motorcycles are not allowed in Evergreen Park except by prior written permission and must be registered with Evergreen Park. Noisy motorcycles are not allowed. Unregistered motorcycles may not be stored in the park.

9.9 Driveways of vacant home spaces may be used for guest or overflow parking with the permission of Evergreen Park.

9.10 Loud motor vehicles may not be operated in the park at any time.

9.11 Residents are not allowed to overhaul vehicles on their space or in their driveway. No repair or servicing of automobiles, motors, engines, trailers, boats or other similar equipment may be made within the park, and no automobile equipment, engines, motors, etc. may be washed anywhere in the park.

Section 10 DISPUTE RESOLUTION

10.1 Any resident(s) having a dispute with any other resident or Evergreen Park over interpretation and/or enforcement of a park rule or policy may:

A. Request a meeting with Evergreen Park to discuss the dispute.

B. If the meeting with the park manager does not satisfactorily resolve the dispute, the resident(s) may request a meeting Evergreen Park, or professional management representative of Evergreen Park if Evergreen Park uses a property management company.

10.2 MEDIATION: If step 10.1 above is not successful, either Evergreen Park or resident(s) may request mediation of the dispute by notifying the other party in writing of said request. A) Within fifteen (15) days of receipt of such request, both parties shall select a mediator representative. B) Both parties and mediator shall meet at an agreeable time and place within fifteen (15) days and attempt to mediate the dispute. The mediators will select the time and place for the hearing and may, at their option, select a third mediator for assistance. C) Mediators will have five (5) days after the hearing to resolve the dispute. D) If either party does not agree with the solution suggested by the mediators, then either party may request Arbitration as outlined below.

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

A. Selection of Arbitrator: Both parties shall attempt to agree on a single Arbitrator. If the parties are unable to do so, then each party shall select their own Arbitrator who shall then elect a third Arbitrator to arbitrate the issue. All of the costs of arbitration and the Arbitrator will be agreed to and shared equally by both parties. Costs shall not exceed \$200.

B. Hearing: The Arbitrator(s) will conduct an arbitration hearing after giving both parties reasonable time to prepare for the hearing. The Arbitrator will select both the time and the place of the hearing and serve notice on both parties of said time and place.

C. Decision: Within thirty (30) days of the arbitration hearing, the Arbitrator(s) shall render a decision and serve written notice of said decision on all parties.

D. Appeal of Arbitrator's decision. If either party to the arbitration does not agree with the Arbitrator's decision, they may appeal the decision by making an appropriate filing with a Court of competent jurisdiction within thirty (30) days of the receipt of the Arbitrator's decision.

Section 11
MISCELLANEOUS

11.1 Evergreen Park reserves the right to amend, revise, and/or add additional rules and regulations. Notice of any change(s) in the rules and regulations shall be distributed to all residents in writing and shall become effective after thirty (30) days written notice is mailed or delivered to each resident.

I hereby acknowledge that I have received a copy of the Rules and Regulations of Evergreen Park.

Date

Resident name

Date

Evergreen Park

Date