

**GIADANJ LAKE ESTATES  
RULES AND REGULATIONS**

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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**

### **MANUFACTURED HOME SET-UP**

- 1.1 Upon arrival, Landlord's representative will instruct the driver and Tenant as to the proper position for setting up the manufactured home. Electrical, telephone, sewer, and water hook-ups as well as blocking, labor and material, are the responsibility of Tenant.
- 1.2 Tenant is responsible for any damage caused during the siting and removal of the manufactured home and shall reimburse Landlord for any expense incurred by Landlord as a result of damage caused to the lot, streets or any portion of the community by Tenant moving in or out of the community.
- 1.3 Landlord is not responsible for top soil, site preparation, foundation stability, final grading, gravel or relocation of any utilities unless agreed to in writing by Landlord.
- 1.4 Tenant agrees that Tenant has examined the condition of the space and is aware of its condition and accepts said space "as is" and "with all faults". Tenant further states that Tenant has not relied on Giadanj Lake Estates 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 judgment of the manufactured home dealer or contractor.

## **SECTION 2**

### **MANUFACTURED HOME STANDARDS**

- 2.1 Tenant's manufactured home shall be new unless Landlord gives express written consent otherwise. Tongs and tires must be removed from manufactured home after manufactured home is in place.
- 2.2 No permanent alterations are to be made to the manufactured home or the manufactured home space without the prior written permission of Landlord. Landlord must 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 Landlord prior to construction and/or installation. Any structure of any kind erected without written permission will be removed by

Landlord at Tenant's risk and expense. Landlord reserves the right to require that all permanent structures erected by Tenant be removed at Tenant's expense when Tenant moves from the community.

- 2.3 All manufactured homes, accessories, alterations and additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.
- 2.4 All towing hitches must be removed immediately after the home is placed on the lot.
- 2.5 Tenant shall install pre-treated wood skirting painted to match and be compatible with the manufactured home. Skirting must be installed within thirty (30) days following set-up.
- 2.6 Temporary steps must be removed not later than thirty (30) days after set-up.
- 2.7 All manufactured homes must have all gutters and downspouts drain to sidewalk and be underground, not exposed, with a "bubbler" supplied by landlord at the back of walk. Any exceptions must be approved in writing by landlord. Tenant shall install the required system within thirty (30) days of move-in.
- 2.8 Tenant shall be responsible for installing the space number/address of Tenant's manufactured home on the front side of the manufactured home approximately 5 feet above ground level.
- 2.9 All manufactured homes must have metal or wood awnings, metal or wood carports or garages, wood skirting, wood storage sheds with a composition roof to match the home. Awnings and decks may not be smaller than specified below unless otherwise approved by Landlord. Exceptions to minimum size requirements may be approved by Landlord if Tenant's site will not accommodate structures of the stated dimensions. All plans for decks and awnings must be approved by Landlord prior to installation and construction. Landlord may agree to elimination of the front door awning, but such agreement must be in writing at the time of move-in. Minimum sizes shall be as follows:

- \* Patio Side: Deck - 4' X 4' or 16 square feet of continuous deck.
- \* Carport Side: Deck - 3' X 3' (minimum including steps)

Awning - 11' X 26' or 286 square feet of metal, wood or wood frame carport. Homes within Giadanj that have installed a deck and/or awning prior to the issuance of these Rules and Regulations shall be exempt from this requirement.

Note: Corrugated metal or fiberglass awnings are not allowed.

- 2.10 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 decks, porches and steps must have hand rails.

Any wood frame patio awning or carport awning must have a composition roof, be designed and painted to match the manufactured home and be approved by Landlord in writing prior to its construction. The carport awning must be a minimum of 11 feet wide unless the terrain or the lot size or shape limit the awning size to a narrower width. Garages may be constructed in lieu of a carport but must be the same color as and compatible with the manufactured home and shall be constructed only with Landlord's prior written approval.

- 2.11 Each Tenant is required to install a storage building not smaller than 5' X 7' or larger than 15' X 10'. The storage building shall be constructed of wood painted to match the manufactured home. Storage buildings shall be roofed with asphalt shingles, so as to be compatible with the color and style of the Tenant's manufactured home. Pre-fabricated wood storage sheds are also allowed, subject to prior written approval from Landlord. Pre-fabricated wood buildings must be of a color that is compatible with the Tenant's manufactured home. Minimum size requirements may be modified by Landlord if a particular site will not accommodate such a structure. All plans for storage sheds must be approved by Landlord prior to installation. If Tenant constructs a garage, a storage building is not required. Tenant must submit written plan for garage prior to construction.

- 2.12 Each Tenant shall be responsible for installing two above-ground hosebibs, one on either side of the manufactured home. 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.

- 2.13 Landlord has installed a central cable T.V. system which is available for Tenant's use at Tenant's expense.

- 2.14 Landlord reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances which may be dictated by the terrain of the community or individual spaces.

- 2.15 Each Tenant shall receive a SPACE LANDSCAPING WORKSHEET at the time Tenant makes application for residency. The worksheet will outline a general

landscaping plan which shall be used as a model for preparing the Tenant's landscape plan. Tenant will be required to place top soil in landscape area prior to planting or sodding landscape areas. Prior to siting of the manufactured home, Tenant must submit a space landscaping plan to Landlord for review and approval. No home will be allowed to move into Giadanj until the space landscaping plant has been approved by Landlord. Installation of all space landscaping shall be completed not later than ninety (90) days following move-in unless otherwise agreed upon in writing by Landlord.

### **SECTION 3**

#### **MANUFACTURED HOME AND LOT MAINTENANCE**

- 3.1 Tenant shall at all times keep clean and maintain in good repair the exterior of the manufactured home, as well as all appurtenant structures such as decks, steps, storage buildings and fences. All wooden structures such as decks, hand railings, storage buildings, etc., shall be painted or stained as necessary to prevent their visual and physical deterioration.
- 3.2 Tenant is responsible for maintaining all lawn areas, flowers and shrubbery on Tenant's 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, Landlord reserves the right to perform whatever landscape maintenance may be required and charge the Tenant directly.
- 3.3 All landscaping improvements made to the manufactured home space as provided by this agreement shall, upon termination of tenancy, become the property of Landlord except as agreed to in writing by Landlord.
- 3.4 Tenants absent for two weeks or more shall be responsible for arranging for the care and maintenance of their space during their absence.
- 3.5 Fences over 48 inches high are not permitted. Cyclone fences and cedar fences are allowed and may be installed only in the rear yard area of the manufactured home space, provided yard area does not face street. All cedar fences shall be 48" and be constructed as per applicable building code regulations. All fences, including color of paint or stain, must be approved in writing by Landlord prior to installation. Tenant is responsible for maintaining any fence located on Tenant's space, and shall also maintain a 12 inch mowing strip along the fence at all times.
- 3.6 Common areas, driveways, streets and manufactured home spaces, including porches and decks, are to be kept clean and free from trash and litter at all times.

Toys are not to be left in the streets. Garbage cans, gardening tools and equipment, motorcycles, etc., must be stored in the Tenant's storage shed.

- 3.7 Furniture left outside the manufactured home shall be limited to items commonly accepted as outdoor or patio furniture.
- 3.8 Firewood must be stored behind the manufactured home or in an approved storage shed. Not along the side of the manufactured home.
- 3.9 No satellite-type antenna dishes, c.b./home radio antennas, or any type of antennas are allowed to be placed on Tenant's home or space.
- 3.10 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 Tenant's manufactured home.
- 3.11 Tenant may erect play equipment in Tenant's backyard with Landlord's prior written permission. All play equipment must be located behind the manufactured home and within the designated boundaries of the Tenant's yard. Tenant 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 Landlord determines that the equipment is in need of repair.
- 3.12 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.

#### **SECTION 4** **TENANTS AND GUESTS**

- 4.1 All individuals occupying the manufactured home must be named in the rental agreement.
- 4.2 Guests who remain in the community for more than a total of thirty (30) days in any calendar year shall be considered residents of the manufactured home in which they are staying, must apply for residency, and shall be subject to Landlord's approval. Guests remaining for more than a total of thirty (30) days in any calendar year must be identified to the Landlord by Tenant within three (3) days following the 30-day guest residency.

- 4.3 No Tenant, guest or pet shall cause any loud or disturbing noise at any time. This prohibition includes but is not limited to parties, radios, television and stereo equipment, chain saws, etc.
- 4.4 No commercial trade or business nor gratuitous baby-sitting may be conducted out of HOMEOWNER'S manufactured home or on its lot in COMMUNITY.

## **SECTION 5** **SUBLETTING**

- 5.1 Rental and subletting of manufactured homes is prohibited. Homes must be owner-occupied.
- 5.2 Any person occupying a manufactured home during the Tenant's extended absence (over 30 days) must be approved by the Landlord prior to occupying the home.
- 5.3 Under exceptional circumstances, Landlord may approve the use of a manufactured home other than by the Tenant; however, prior written permission must be obtained in advance from Landlord.

## **SECTION 6** **SALE OF MANUFACTURED HOME**

- 6.1 With written consent from Landlord, Tenant may sell the manufactured home within the community. Inspection of the manufactured home by prospective purchaser shall be limited to reasonable hours of the day, and no signs or other advertising in the manufactured home may be used without Landlord's written consent. Landlord reserves the right to approve any prospective purchaser if said prospective purchaser is to become a Tenant in Giadanj Lake Estates.

## **SECTION 7** **UTILITIES**

- 7.1 Garbage collection services are the Tenant's responsibility. Tenant shall arrange for garbage pick-up on a weekly basis.
- 7.2 Garbage and garbage containers must be kept out of sight. Tenants must furnish their own garbage cans.
- 7.3 All homes must be connected to the sewer line with rigid pipe. Water lines must be concealed according to code.

- 7.4 Electrical, water, sewer, phone and cable T.V. service are payable by and the responsibility of Tenant.
- 7.5 Paper towels, sanitary napkins, and other large items should not be flushed down the toilet. Grease should not be poured down sinks. Any expense incurred in clearing a sewer line blockage caused by Tenant's negligence or misuse will be charged to Tenant.

## **SECTION 8**

### **PETS**

- 8.1 A single dog or cat under 20 pounds may be allowed, if Tenant obtains prior written permission from Landlord. An additional pet of the same size may also be allowed if the Tenant receives prior written approval. Outside dog runs, dog houses and pets living outside of the manufactured home are prohibited. Pets must be kept on the Tenant's space and are not allowed to roam unattended on the streets, common areas, or other tenant spaces. All pets shall be kept on a leash when not inside Tenant's home. Pets shall not be left leashed or tied up outside during Tenant's absence. Excreta (pet droppings) must be cleaned up promptly by Tenant. Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain in the community. Landlord reserves the right to revoke permission to keep a pet. Tenant's failure to remove a pet from the community after notice from the Landlord to do so shall be a basis for termination of Tenant's tenancy.

## **SECTION 9**

### **VEHICLES**

- 9.1 Tenant's space is provided with off-street parking for no more than two passenger vehicles. No commercial vehicles or equipment are allowed to be parked on Tenant's space. Inoperable vehicles may not be stored or left in the driveway or on the space. Tenant's parking is restricted to the Tenant's driveway.
- 9.2 Landlord reserves the right to require that any vehicle, including Tenant's vehicles, not be allowed to enter or remain in the community if in Landlord's opinion the vehicle is not properly maintained, constitutes a hazard, or if the vehicle is in such a dilapidated condition that it detracts from the appearance of the community. If Landlord intends to remove a vehicle under this rule, Landlord will give a 24-hour notice to the vehicle owner, in person, if possible, otherwise by posting a notice on a vehicle. If the vehicle is not then removed from the community within 24 hours, Landlord may tow the vehicle from the community at the vehicle owner's risk and expense. In the alternative, Landlord may give notice to Tenant to remove the



vehicle from the community, and failure to do so shall serve as a basis for the termination of the tenancy.

- 9.3 Guests may park their cars on the street or other parking areas as designated by Landlord during daylight hours, but must ensure that they are parked so as not to block any neighbor's access or to restrict traffic flow within the community. No overnight parking on the streets is allowed by guests or Tenants.
- 9.4 Trucks larger than 3/4 ton must have prior written permission from Landlord to enter the community or to park on Tenant's space. Trucks of one ton or larger will not normally be allowed to park overnight on Tenant's space.
- 9.5 Vehicles parking in violation of community rules will be towed and impounded at Tenant's risk and expense.
- 9.6 The speed limit within the community for all vehicles is 10 mph.
- 9.7 Motor homes, trailers, boats, other recreational vehicles and camper tops are not allowed to be stored on Tenant's space. All recreational vehicles must be stored in the R.V. storage area or removed from the community. The R.V. storage area is provided as a courtesy to residents and not required by the landlord. The landlord reserves the right to no longer provide R.V. storage at a later date.
- 9.8 Recreational vehicles including motor homes, campers, and travel trailers may be left on Tenant's space for no more than twenty-four (24) hours to allow loading or unloading.
- 9.9 Motorcycles are not allowed except with Landlord's prior written permission and must be registered at the community office. Noisy motorcycles are not allowed. Unregistered motorcycles may not be stored in the community.
- 9.10 Driveways of vacant manufactured home spaces may be used for guest or overflow parking with Landlord's permission.
- 9.11 Loud motor vehicles shall not be operated in the community at any time.
- 9.12 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.

**Section 10**  
**MISCELLANEOUS**

- 10.1 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 their individual space or to the COMMUNITY.
- 10.2 HOMEOWNER must remove (take down) any holiday decorations from their mobile home with twenty (20) days after the celebrated holiday.

**SECTION 11**  
**TERMINATION BY TENANT**

- 11.1 Tenant may terminate this Rental Agreement by giving to Landlord written notice of said intent to terminate not less than thirty (30) days prior to the date designated in such notice for termination.

**SECTION 12**  
**TERMINATION BY LANDLORD**

- 12.1 Landlord may terminate this Rental Agreement by giving Tenant written notice, with cause, of said intent to terminate, not less than thirty (30) days prior to the date designated in such notice for termination, or in the manner allowed by law, if the Tenant:
- A. Violates a law or ordinance which relates to Tenant's conduct as a manufactured home community Tenant, or
  - B. Violates a rule or regulation as promulgated by Giadanj Lake Estates, or
  - C. Violates any provision of the Rental Agreement

Landlord reserves the right to terminate the tenancy for nonpayment of rent or any other cause stated in the Oregon Revised Statutes as they apply to Landlord and Tenant Laws.

**SECTION 13**  
**DISPUTE RESOLUTION**

- 13.1 Any Tenant(s) having a dispute with any other Tenant or community management

over interpretation and/or enforcement of a community rule or policy may:

- A. Request a meeting with the community manager to discuss the dispute.
  - B. If the meeting with the community manager does not satisfactorily resolve the dispute, the Tenant(s) may request a meeting with the management representative of the community owner, if the owner uses a property management company or the on-site manager.
- 13.2 MEDIATION: If the previous step is unsuccessful, either the Landlord or Tenant(s) may request mediation of the dispute by notifying the other party in writing. Within fifteen (15) days of receipt of such request, both parties shall select a Mediator representative. Both parties and the 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 meeting and may, at their option, select a third Mediator to assist. The Mediator(s) will have five (5) days after the hearing to resolve the dispute. If either party does not agree with the solution suggested by the Mediator(s), then either party may request arbitration as outlined below.
- 13.3 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 \$200.00.
  - B. Hearing: The Arbitrator(s) will conduct a 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 to both parties of the time and location of the hearing.
  - C. Decision: Within thirty (30) days of the hearing, the Arbitrator(s) shall render a decision and serve written notice of the decision on all parties.
  - D. Appeal of the 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 following receipt of the Arbitrator's decision.

## **SECTION 14**

**PEACE AND QUIET ENJOYMENT**

- 14.1 Drunkenness, immoral conduct or conduct causing a disturbance or annoyance will not be tolerated. All state and local laws shall be observed.
- 14.2 As a safety precaution, bicycle riding is prohibited near the community entrance except for entering or exiting the community. No skateboarding is allowed in the community.

**SECTION 15**  
**AMENDMENT OF RULES**

- 15.1 Landlord reserves the right to amend, revise and/or add additional rules and regulations pursuant to Oregon Law. Notice of any change in the rules and regulations shall be distributed to all Tenants in writing and shall become effective after thirty (30) days written notice.

Tenant acknowledges that Tenant has read and understands these Rules and Regulations and that Landlord has given a copy of them to the Tenant.

\_\_\_\_\_

Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Landlord's Representative

\_\_\_\_\_

Date