
Heather Manor

Rules And Regulations

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Important Notice: These Rules and Regulations are an integral part of your Rental Agreement. Violation of the Rules & Regulations can result in termination of your tenancy. These Rules & Regulations replace all previous Park Rules and Regulations and supersede anything to the contrary in the Park Rental Agreement. As used in this document, Heather Manor, Community, Park, Manager, Park Principle(s), Owner, Lessor, and Landlord shall be synonymous. Likewise, Homeowner, Resident, Tenant, and Lessee shall be synonymous.

Addendum to Heather Manor Rental Agreement

Be advised that any and all agreements between Heather Manor and 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.

Section 1 - General

1.1 These rules and regulations apply to the manufactured housing Community known as Heather Manor, which is referred to in these rules and regulations as "Heather Manor".

1.2 The individuals who lease spaces in Heather Manor from the Owner will be referred to in these rules and regulations as "Homeowner" or "Homeowners" and shall include all approved occupants of the home.

1.3 The manufactured home or manufactured housing structures which Homeowner(s) place on lot they lease in Heather Manor will be referred to in the rules and regulations as "Home(s)".

1.4 The individual manufactured home spaces in Heather Manor leased to Homeowners will be referred to in these rules and regulations as "lot(s)".

1.5 The lot rental agreement entered into between Heather Manor and the Homeowner, of which these rules and regulations form an integral part, is referred to in these rules and regulations as "lot rental agreement", "rental agreement", or "agreement".

1.6 Any approval, consent, or waiver of these rules and regulations must be obtained from Heather Manor, in writing, signed by an authorized representative of Heather Manor, and obtained prior to doing the act for which approval, consent, or waiver is requested.

1.7 Any action(s) with which these rules and regulations deal must be taken in accordance with federal and state laws and regulation and in accordance with local ordinances.

1.8 Any exterior alterations to a Homeowner's home or improvements, (including fencing, painting, color scheme changes, additions, construction, etc.) must have the prior written approval of Heather Manor, whether those alterations or improvements are required by the lot rental agreement or these rules and regulation or whether they are voluntarily proposed by the Homeowner.

1.9 Heather Manor, at its sole discretion, may waive or modify any of the requirements set forth in the rules and regulations based on a demonstration by the Homeowner that special circumstances exist which justify an exception to the standards set forth in the rules and regulations. Any waiver or modification must be approved in writing in advance.

1.10 Heather Manor does not provide a security patrol or security systems. Homeowners are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Homeowners observing any suspicious or illegal acts are requested to notify the Police Department and Heather Manor Manager.

1.11 "Grandfather" Clause: If a situation or condition exists in Heather Manor that was approved by the previous park owners, the approval was in writing, and can be proven to have been acceptable; the situation may be "grandfathered" at the sole discretion of Heather Manor management. "Grandfathering" will only apply to conditions existing prior to October 01, 2010.

Section 2 -- Home Standards

NOTE: Homes sited in Heather Manor prior to October 01, 2010 are exempt from current home standards if they met the requirements at the time the home was sited. However, in the event a home sited prior to October 01, 2010, undergoes exterior rehabilitation whether through homeowner desire, damage, deterioration, or on sale of the home; the home will be required to meet current Heather Manor home appearance standards.

2.1 Prior to siting any home in Heather Manor, the Homeowner shall be responsible for providing the Manager with a picture of the exterior of the home as well as complete descriptive information identifying the size, type of exterior siding used on the home and all proposed improvements, including any storage structure that will be located on the lot.

2.2 Homes moving into Heather Manor must be double wide and at least 24 feet wide.

2.3 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 x 3'6" high. A smaller window may be allowed with prior written approval of Heather Manor on the condition that the Homeowner installs landscaping acceptable to Heather Manor across the front of the home to visually compensate for the lack of window size. Wood trimmed window(s) facing the street must be painted a complimentary color.

- 2.4 All homes moving into Heather Manor after October 01, 2010 shall feature the following:
- 2.4.1 Pitched, composition asphalt shingle roof. A pre-approved metal roof may be allowed.
 - 2.4.2 Wood, Composition, Vinyl, or Aluminum lap siding.
 - 2.4.3 Primary heat source shall be electric, gas, or wood. Wood burning stoves must meet local building codes. Solar heating is allowed, but is subject to Park approval.
 - 2.4.4 Professionally installed gutters and downspouts are required on all structures and must be connected to the street, and/or as determined by the Heather Manor Manager, must be subsurface drained to the street or designated area away from the Homeowner's home or other Homeowner's homes using underground 3" rigid or corrugated pipe.
 - 2.4.5 All homes must be connected to the sewer line with rigid pipe. The home must be placed on the lot so as to cover/enclose the sewer and water connections.
 - 2.4.6 Wood frame carport, with a minimum size 12' x 30' with composition shingle roof of a color that matches the roofing material of the home. A larger carport, double carport, or enclosed garage may be allowed so long as the design is submitted to and approved by Heather Manor prior to its construction.
 - 2.4.7 Storage Shed of a size not smaller than 6' x 8' nor larger than 10' x 15'. The storage building must be constructed of vinyl, wood, aluminum lap siding or pretreated wood siding and painted or stained to match the home. In the event of a wood frame storage shed, roofs must be constructed of asphalt shingles or manufactured aluminum awning type roofing material and be compatible with the color and style of the Homeowner's home. Pre-fabricated wood or vinyl storage sheds are allowed with prior written approval of Heather Manor and must be of a color compatible with the Homeowner's home.
 - 2.4.8 Each Homeowner shall be responsible for installing two (2) aboveground hose bibs (one on either side of the home). All aboveground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All aboveground plumbing must be connected to an underground shut off/gate valve which is accessible and maintained in good working order at all times.
 - 2.4.9 Cement sidewalk of a minimum 36" width extending from the street or driveway to the front porch.

2.4.10 All entrances must have Covered porches or decks of not less than the following minimum size:

Primary Entrance: 48" x 72" of continuous deck.

Carport Side Entrance: 36" x 36" of continuous deck. Factory manufactured aluminum awning if the siding on the home is aluminum, or a wood frame awning if the siding on the home is wood.

2.4.11 The sizes of the awning must be consistent with the dimensions of the deck. If the awning is constructed of wood, the awning roof must be covered with composition shingles of a color that is complementary to the color of the home. Porches and awnings constructed of wood must use pressure treated/weatherized wood. Any wood structure must be constructed so as to conform to the state building code standards.

2.4.12 All decks, porches, and steps must have hand rails installed to code and be skirted with the same material used to skirt the home.

2.4.13 All decks, awnings (including underside), carport (including underside), skirting, and storage building must be installed and painted or stained within thirty (30) days following setup of the home. Any exceptions must have prior written Park approval.

2.4.14 The Homeowner shall install the lot address numbers of their home on the front side of the home approximately five (5) feet above ground level. Numbers shall be a minimum of five inches (5") tall. Landscaping must be maintained in a manner so as not to obscure or obstruct the house numbers. Approved numbers are available from Heather Manor at no cost.

2.5 Fences over 48" high are not permitted. Chain link fences and cedar fences are allowed and may be installed in the rear and side yard areas of a Homeowner's lot. Fences installed in the side yard area or on the lot boundary line shall not extend beyond the front edge of the home. Fence installation must be approved in writing by Heather Manor prior to installation.

2.5.1 Chain link fences require metal fence posts set in concrete, stretched fencing, and a top horizontal bar.

2.5.2 Cedar fences must be constructed of "standard or better" material. Posts must be pressure-treated 4"x4" material. Construction must meet applicable building code regulations. Fence must be painted or stained to match or compliment the color of the home.

2.5.3 Options relating to the height, material and design standards must be submitted to Heather Manor for approval. Alternative designs may be acceptable if in Heather Manor's opinion the proposed fence is consistent with community standards.

2.5.4 The Homeowner is responsible for maintenance of any fence located on their lot.

2.6 Each Homeowner shall be responsible for ensuring that no storage building, structure or landscaping blocks access to any water meter shut-off valve, sewer clean-out or electrical pedestal located on the Homeowner's lot.

2.7 The Homeowner acknowledges that Heather Manor may need access to the utility hook-ups on a Homeowner's lot or under a Homeowner's home for the purpose of maintenance, inspection, or repair. The Homeowner grants Heather Manor or Heather Manor contractors or agents access to perform such work on a "as required basis". Heather Manor agrees to provide the Homeowner 24-hour advanced notice of Heather Manor's intent to enter onto a Homeowner's lot unless an emergency condition exists and the Homeowner is not available.

Section 3 -- Home Set-Up

3.1 Prior to moving a home into Heather Manor, the Homeowner shall submit a detailed site plan to the Heather Manor Manager and coordinate with the Manager to locate the corners of the lot and the position of the home on the lot as well as any improvements the Homeowner intends to install on the lot prior to the deliver and set-up of the home. The Homeowner will be responsible for obtaining all required governmental permits and/or approvals. Furthermore, the Homeowner is responsible for coordinating with the dealer and/or transportation company to ensure that the home is properly positioned on the lot. Electrical, telephone, cable TV, sewer, and water connections as well as placing gravel or concrete runners on the lot and the blocking of the home are the responsibility of the Homeowner. All work must be completed by a licensed, bonded, and insured contractor.

3.2 The Homeowner is responsible for any and all damage caused during the siting of the home and shall reimburse Heather Manor for any expense incurred by Heather Manor as a result of damage caused to the lot, curb, sidewalk, driveway, utility service, or any portion of the Park by the Homeowner or the Homeowner's contractor that results from moving a home into or out of Heather Manor.

3.3 All towing hitches must be removed from the home immediately after the home is placed on the lot.

3.4 Skirting must be installed within thirty (30) days following setup. Skirting must be of a similar material as the siding on the home and painted/stained to match the siding or trim color or an approved color complimentary to the color of the home. 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 or filled prior to painting. Corrugated metal or fiberglass skirting is NOT allowed.

3.5 Temporary steps must be removed not later than thirty (30) after setup.

Section 4 - Home & Lot Maintenance

4.1 Each Homeowner is responsible, at all times, for maintaining their premises, including but not limited to the home, decks and porches, storage building(s), carport, awnings, drainage, fences, lawn, flowers and shrubs in a manner that is safe, attractive, clean and in good repair. Homeowner is responsible for removing all yard debris, lawn clippings, leaves, branches, etc. Depositing these items in the street is prohibited.

4.2 Furniture left outside the home shall be limited to items commonly accepted as outdoor or patio furniture. Other furniture and/or appliances, etc. shall be stored inside the home and/or in an approved enclosed structure.

4.3 If the Homeowner has a wood burning stove, up to a maximum of three (3) cords of firewood may be stored on the Homeowner's lot if the wood is neatly stacked in a storage building or behind the home or carport. Debris from firewood must be cleaned up on a regular basis and wood restacked as needed to maintain a neat and orderly appearance. **NOTE:** Fire pits, open fires, and backyard burning are a safety hazard and are not permitted at any time. BBQs should be attended and thoroughly extinguished after use.

4.4 Holiday decorations must be removed from the home and lot within thirty (30) days following the celebrated holiday.

4.5 Window coverings visible from the outside of the home must not be in disrepair as viewed from the exterior of the home, in good working order, of a neutral color compatible with the color of the home or trim, of a design and material common in the window dressing industry such as drapes, curtains, levelors, etc. Sheets, blankets, plastic, paper, foil, etc. are not allowed.

4.6 Clothes lines, clothes line poles and/or outside drying of laundry is not permitted. Clothes, linens, rugs, etc. are not to be draped over deck or porch railings or otherwise left outside the home.

Section 5 - Homeowners & Guests

5.1 All Homeowner(s) or occupants must be identified in the rental application, listed in the rental agreement, and approved by Heather Manor prior to establishing residency. The Heather Manor Manager must be notified within seven (7) days of any new or additional residents/occupants.

5.2 In compliance with Oregon Law, there shall be no more than two (2) residents per originally manufactured bedroom.

5.3 Upon establishing residency, Residents shall name an emergency contact person including address and telephone number(s). Emergency contact information shall be maintained current.

5.4 Guest(s) or person(s), including house-sitter(s) and caregiver(s), who remain in Heather Manor for more than fourteen (14) days in a calendar year shall be considered a permanent resident of the home in which they are residing. In this event, the "guest" shall submit an Application for Residency and be approved for residency through Heather Manor's application screening process. Heather Manor reserves the right to disapprove the request of any person to become a permanent resident in the event the approval would violate the occupancy standards set forth in paragraph 5.2.

5.5 No Homeowner, guest, or pet may cause, allow, or suffer any loud or disturbing noise or act at anytime, and shall not interfere with the quiet enjoyment of the premises by other residents. This prohibition shall include, but is not limited to, parties, radios, televisions, stereo equipment, barking dogs, etc.

5.6 Quiet hours at Heather Manor extend from 10:00pm to 7:00am. Minors are required to observe the City of McMinnville and State of Oregon curfew laws.

5.7 Each Homeowner(s) is responsible for the behavior and activities of their guest(s) at all times. Homeowner responsibility includes ensuring that guest(s) abide by all Heather Manor Rules and Regulations. Any invitee or person allowed by a Homeowner to be on the Homeowner's lot shall be considered a guest of that Homeowner.

5.8 Any business activity, including baby-sitting or childcare, may be conducted in a Homeowner's home so long as the business does not violate any local ordinance(s) and does not disturb other Homeowners. Any business activity must be approved by Heather Manor prior to beginning operation and must provide Certificate of Liability Insurance naming Heather Manor as additional insured. If the business activity requires licensing, a copy of the Business License and Certificate of Insurance must be filed with Heather Manor.

5.9 Homeowners, children, pets, guests, etc. are not allowed to trespass on another Homeowner's lot. Unless invited, any entry onto another Homeowner's lot is considered a trespass.

5.10 Should a Homeowner wish to conduct a yard sale, the event must have prior written approval from Heather Manor. The sale must not last longer than three (3) days. Any remaining items at the

conclusion of the sale must be removed from sight by the end of the third day. A park wide yard sale may be permitted by Heather Manor annually but must be coordinated with the Heather Manor Manager. Any promotional signage must be removed at the end of the sale.

Section 6 - Subletting

6.1 All homes in Heather Manor must be owner occupied. No Homeowner is allowed to rent or sublet their home.

6.2 Under exceptional circumstances, as defined by Heather Manor, Heather Manor may approve the use and/or occupancy of a home by other than the owner. This will normally require that the occupant of the home be related to the Homeowner by not more than one generation. Example: the Homeowner is the parent of a resident or the Homeowner is the child of a resident. The person(s) who will occupy the home must submit an application and be approved for residency in Heather Manor. A "Guarantee of Performance" will be required of the Homeowner which establishes the Homeowner as the ultimate responsible party in the event the occupant does not comply with the provisions set forth in the Heather Manor rental agreement and the rules and regulations. Prior written permission must be obtained for any "non-standard" residency arrangement.

6.3 Any person occupying a home in Heather Manor during a Homeowner's extended absence (14 days or more), must be approved by Heather Manor prior to occupying the home. This provision shall apply to "house sitters" or other individuals known to the Homeowner who might occupy the home during the Homeowner's absence.

Section 7 - Sale of Manufactured Home

7.1 The Homeowner must give Heather Manor at least ten (10) day advance written notice of their intent to terminate residency or intent to sell their home. A thirty (30) days written notice is required of intent to remove the home from Heather Manor.

7.2 Prospective purchasers of a Homeowner's home must submit an Application for Residency to Heather Manor and obtain approval from Heather Manor prior to occupying or finalizing the sale of any home in Heather Manor. The sale of a home in Heather Manor shall not obligate Heather Manor to accept the purchaser as a homeowner or resident unless an application has been received and approved prior to the sale.

7.3 A Homeowner shall be permitted to sell their home in place to a new homeowner subject to the following conditions: the home premises, including but not limited to the home, storage

building(s), carport, yard, and any and all other attachments; shall be in compliance with or brought up to current Heather Manor home standards.

7.4 One professionally prepared "For Sale" sign of a maximum size of 18" x 24" may be displayed in the front yard or window of a home which is being offered for sale. Homemade signs are not allowed.

Section 8 - Utilities

8.1 Homeowners are responsible for the payment of all utilities. Homeowners are responsible for the utilities on their lot from the point of delivery; i.e. electric pedestal, water source connection and/or shut off valve, or sewer line connection. Exterior hose bibs and risers are the responsibility of the Homeowner. Any damage to Heather Manor utilities caused by a Homeowner's action or inaction shall be paid for by the Homeowner.

8.2 Garbage containers and garbage shall be kept out of sight except on collection day and the evening prior to collection. Garbage containers must be properly stored away the day of collection. Garbage containers must have lids that close tightly.

8.3 Do not place items in the home sanitary system not designed to be placed there. Paper towels, sanitary napkins, diapers, and other large items should not be flushed down the toilet. Grease should not be poured down sink drains. Any expense incurred in clearing a sewer line blockage caused by Homeowner negligence or misuse will be charged to Homeowner causing the blockage.

8.4 Antennas and Dishes:

8.4.1 Except as set forth herein, exterior antennas are not allowed. With prior Heather Manor approval, one UHF/VHF antenna not larger than 18" in size and no more than 5' above the roofline of the home may be attached to the rear of the home, carport, or storage building.

8.4.2 A satellite dish of up to a maximum diameter of 39" may be installed with prior Heather Manor approval. Dishes may be no higher than the roofline of the home and may be attached only to the rear of the home, carport, or storage building.

8.4.3 Installation must be done in a professional, workmanlike manner and must be properly secured against the hazards of wind and severe weather.

8.5 Each Homeowner shall be responsible for ensuring that no storage building, structure or landscaping blocks access to any shut-off valve, sewer clean-out or electrical pedestal located on the Homeowner's lot.

Section 9 - Pets

9.1 Dogs and Cats: A maximum of two domesticated animals, i.e. dog(s) or cat(s) may be allowed with prior written approval of Heather Manor. The Pet Agreement shall specifically identify the pet(s) and shall become part of the Rental Agreement between Heather Manor and the Homeowner(s):

- 9.1.1 Any pet must not weight more than thirty (30) pounds at maturity.
- 9.1.2 All pets must be licensed in accordance with the City of McMinnville and/or Yamhill County pet ordinance. Proof of licensing must be provided to Heather Manor at each renewal period.
- 9.1.3 No dangerous breeds of dogs are allowed. Full or mixed breeds of the following dogs are not permitted under any circumstance: Chow, Rottweiler, Doberman, Pitbull, Blue Heeler, German Shepherd, Akita, Wolf-hybrid. This restriction also applies to any other breed or mix as determined by Heather Manor's insurance company to be a dangerous breed.
- 9.1.4 Pets shall be attended and on a leash at all times when not inside the Homeowner's home. Pets are not allowed to roam unattended on the streets, common areas, or other Homeowner lots. Loose pets may be picked up without notice by Animal Control. Any and all associated expense is the responsibility of the pet owner.
- 9.1.5 Pet excreta/droppings must be cleaned up immediately and properly disposed of.
- 9.1.6 No dog runs, outside dog houses, or pets living outside the home are allowed.
- 9.1.7 No pet food, food dishes, water, or water dishes may be kept outside.
- 9.1.8 Noisy, unmanageable, or unruly pets that generate complaints will not be allowed to remain in Heather Manor.
- 9.1.9 Special exceptions to the pet rules may be allowed to accommodate aid or companion animals, as provided for by law.

9.2 Fish and caged birds are allowed and do not require Pet Agreements. The Homeowner will be required to remove any bird whose vocalization is so loud as to disturb neighbors.

9.3 Animals normally described as farm animals, exotic animals, and dangerous animals are not allowed.

9.4 The Homeowner is responsible for ensuring that pets accompanying guests abide by Heather Manor pet rules.

Section 10 - Vehicles

10.1 Each Homeowner lot is allowed a maximum of two (2) vehicle which must be registered with Heather Manor and identified by Make, Model, Year, Color, and License Number. Any new or additional vehicle must be registered within thirty (30) days.

10.2 Each home must provide off-street parking for a minimum of two (2) vehicles. Parking is restricted to the Homeowner's paved driveway except by guests between the hours of 6:00am and 11:00pm when on-street parking in front of the home is allowed. No overnight on-street parking is allowed for either Homeowners or guests. In the event that the Homeowner has received Heather Manor approval for more than two resident owned vehicles, the Homeowner must provide paved and approved off-street parking for all vehicles.

10.3 The Homeowner and guests must ensure that guest vehicles are parked in a location so as not to block any neighbor's access or restrict traffic flow within Heather Manor. "Fire Lane" restrictions must be adhered to at all times.

10.4 Guest(s) vehicle must meet all requirements of and abide by the same Rules and Regulations as apply to Homeowner owned vehicles

10.5 If Heather Manor intends to remove a vehicle from the Community due to violation of any vehicle rule and/or regulation, Heather Manor will give seventy-two (72) hour written notice to the Homeowner responsible for the vehicle in person, if possible, or otherwise by posting a Notice of Intent to Tow on the vehicle. If the vehicle is not removed from Heather Manor or otherwise fails to comply with the Vehicle rules and regulations, within the seventy-two (72) period, Heather Manor may tow the vehicle at the risk and expense of the vehicle owner and/or the responsible Homeowner. Repeated vehicle violations or failure to comply with notices may result in termination of the Homeowner's residency.

10.6 Vehicles larger than 3/4 ton, must have prior written permission of Heather Manor to enter the community and/or park on a Homeowner's lot.

10.7 The speed limit within Heather Manor is fifteen (15) miles per hour for all vehicles or a safe speed whichever is less.

10.8 Motor homes, campers, canopies, RV trailers, utility trailers, boats, boat trailers, snowmobiles, canoes, dune buggies, or any other kind of recreational vehicle, commercial vehicle, or unlicensed vehicle(s) are not allowed to be stored on the Homeowner's lot or driveway except as provided for in paragraph 10.9 below.

10.9 Motor homes, campers, and/or travel trailer may be left on the Homeowner's lot for up to forty-eight (48) hours to accommodate loading and unloading.

10.10 Heather Manor reserves the right to restrict access of any vehicle, if in Heather Manor's opinion, the vehicle is too loud, constitutes a hazard or is in such dilapidated condition that it distracts from the appearance of the community. Inoperable vehicles are not allowed in Heather Manor.

10.11 Vehicles leaking oil, transmission fluid, brake fluid, antifreeze, or any other lubricant or chemical onto streets or driveways must be removed from Heather Manor until repaired. The Homeowner is responsible for cleaning up any leaked fluids from the driveway and/or street immediately.

10.12 Motorcycles are not allowed in Heather Manor except with prior written permission. All motorcycles must be registered. Noisy or unregistered motorcycles will not be allowed. Motorcycles belonging to guests must meet the same requirements as Homeowner owned motorcycles.

10.13 No repair, including oil changes, of vehicles, engines, motors, trailers, boats, or other similar equipment, is allowed in Heather Manor.

10.14 Minor maintenance and vehicle washing with non-hazardous chemicals is allowed.

10.15 Only "street-legal" and licensed vehicles will be allowed in Heather Manor. Unregistered, or unlicensed vehicles of any type are not allowed in Heather Manor. Motorized skate boards, scooters, etc. are not allowed. All motor vehicles must be operated by a licensed driver.

Section 11 - Common Areas

11.1 Homeowner and visitor use of all Heather Manor facilities and common areas is at their own risk.

11.2 Homeowners are responsible for the activities and actions of their children and/or minors entrusted to their care and should be aware that there are facilities and conditions in Heather Manor that may be dangerous to unsupervised children/minors. Therefore, Homeowners will at all times provide proper and responsible supervision of children/minors in their care.

11.3 Use of common areas, by Homeowners or their guests, licensees, and/or invitees is at the risk of the user. Homeowners and their guests may use Heather Manor common areas and facilities only for the purpose for which they were intended. Heather Manor is not responsible for injuries or damages associated with the use of common areas or for the loss or damage to any Homeowner or guest's personal property.

11.4 Heather Manor streets and/or sidewalks shall not be used as playground areas.

11.5 Use of skate boards, roller skates, roller blades, scooters, etc. is limited to the playground area and are not to be used on streets and/or sidewalks.

11.6 Personal belongings such as bicycles, toys, games, clothing, etc. which are abandoned in the streets or common areas will be confiscated and subject to disposal.

11.7 Curfew and quiet hours are enforced in accordance with Heather Manor Rules and Regulations, applicable McMinnville ordinances and/or State laws.

Section 12 - Firearms & Fireworks

12.1 Firearms and weapons may not be discharged within Heather Manor at any time.

12.2 Firearms are to be unloaded at all times while in Heather Manor.

12.3 In addition to items normally recognized as firearms such as hand guns, rifles, shotguns; firearms and weapons also include: anything capable of firing a projectile such as BB guns, pellet guns, dart guns, slingshots, air soft guns, paint ball guns, blow guns, etc., or any other potentially damaging device as determined by Heather Manor.

12.4 No fireworks of any kind may be discharged in Heather Manor.

Section 13 - Hazardous Materials

13.1 No caustic or non-biodegradable substances such as motor oil, paint, etc. may be disposed of in any street drain, sewer system or on the ground within the Community.

13.2 Any fine and/or cost associated with the clean-up of any non-biodegradable substance that is caused by any Homeowner shall be chargeable to the offending Homeowner.

Section 14 - Removal of a Manufactured Home

14.1 A Homeowner agrees to notify Heather Manor of the Homeowner's intent to remove their home from the Community at least thirty (30) days prior to the planned removal date. The Homeowner agrees to notify Heather Manor at least seventy-two (72) hours prior to scheduled tear down and transport of the home. Said notice shall include the name, address, telephone number, and certificate of insurance of the contractor/mover.

14.2 Prior to removal of a Homeowner's home, all lot rent, utilities, and services must be paid in full.

14.3 Upon termination of the rental agreement, the Homeowner will remove the home and any improvements to the lot which Heather Manor requests be removed. The lot must be left in a clean and debris free condition. Only items agreed to by Heather Manor may be left on the lot.

14.4 The Homeowner is responsible for any damage caused to the lot, other Homeowner lots or the streets, curbs, and/or any other Heather Manor or other Homeowner's improvements during the removal of the Homeowner's home and shall reimburse Heather Manor or other Homeowners fully for any damage or loss.

Section 15 - Dispute Resolution

15.1 Informal Resolution: Any Homeowner(s) having a dispute with any other Homeowner(s) or Heather Manor management over an interpretation and/or enforcement of the Rental Agreement or a park rule or policy may:

15.1.1 Request a meeting with the Heather Manor Manager to discuss the dispute.

15.1.2 If the meeting with the Heather Manor Manager does not satisfactorily resolve the dispute, the Homeowner(s) may request a meeting with the park owner or professional management representative of the park owner, if the owner uses a property management company.

15.2 Mediation: If 15.1 above is not successful, either Heather Manor or the Homeowner(s) may request Mediation of the dispute by notifying the other party in writing of said request. Within ten (10) days of receipt of such request, both parties shall contact the Oregon Mobile Home Parks Ombudsman and shall thereafter meet either in person or via conference call, at an agreeable time and place within the following ten (10) day and attempt to mediate the dispute. If either does not agree

with the solution suggested by the Ombudsman, then either party may pursue legal options per Oregon Law.

15.3 Matters not subject to Informal Resolution or Mediation:

15.3.1 According to Oregon Law (ORS 90.610) the following issues are not subject to the dispute resolution provisions set forth above: Non-payment of rent or other fees or charges provided for in the Rental Agreement; increases in rent; closure or sale of the mobile home park; any dispute involving substantial personal injury to another resident or employee of the park owner.

15.3.2 Termination of tenancy once written notice of termination has been given by Heather Manor, whether or not such notice has been received by the Homeowner(s).

15.3.3 Any lien claim or claim for damages reasonably anticipated to exceed \$2,000.

15.3.4 Sale of a Homeowner's home and acceptance of a prospective purchaser by Heather Manor.

Section 16 - Partial Invalidity

16.1 If any term or provision of these Rules and Regulations 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 other application of 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 Rules and Regulations Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

Section 17 - Miscellaneous

17.1 Notice(s) pursuant to these Rules and Regulations and any agreements related hereto may be delivered by personal delivery, posted, and/or First Class United States Mail.

17.2 Any Heather Manor permission, approval, determination, opinion, acceptance, etc., as herein used shall be in writing and granted and/or revoked at the sole discretion of Heather Manor.

17.3 Only written representation by Heather Manor or Heather Manor's Agent(s) shall be binding upon said entities and/or persons.

17.4 These Rules and Regulations and any ancillary Agreements are intended to comply with all local, state, and federal law. If any part is found to be contrary to the law, the remainder shall continue to be in full force and effect.

17.5 Waiver: Failure of Heather Manor at any time to require performance of any provision of these rules and regulations, the rental agreement, or policies; shall not limit the right of Heather Manor to enforce the provision, nor shall any waiver or any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision or any other provisions.

Section 18 - Amendment to Rules and Regulations

18.1 Heather Manor reserves the right to amend, revise, modify, and/or add Rules and Regulations as determined by Heather Manor.

18.2 Notice of any such change(s) shall be distributed to all Homeowners, in writing in accordance with Oregon Law.

18.3 Be advised that any and all agreements between Heather Manor and any Homeowner or Resident which modify or amend the Rules, Regulations, or Policies set forth herein must be in writing. Verbal agreements or representations are invalid and unenforceable.

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Acknowledgement Receipt

Homeowner(s) / Tenant(s) by their signature below acknowledge receipt of Heather Manor, LLC Rules and Regulations and agree to abide by and comply with said Rules and Regulations.

Homeowner Heather Manor Address: _____

Homeowner Signature: _____ Date: _____

Printed Name: _____

Homeowner Signature: _____ Date: _____

Printed Name: _____

Homeowner Signature: _____ Date: _____

Printed Name: _____

Homeowner Signature: _____ Date: _____

Printed Name: _____

Heather Manor Manager Signature: _____ Date: _____

Homeowner / Tenant Copy

Section 19 - Acknowledgement Receipt

Homeowner(s) / Tenant(s) by their signature below acknowledge receipt of Heather Manor, LLC Rules and Regulations and agree to abide by and comply with said Rules and Regulations.

Homeowner Heather Manor Address: _____

Homeowner Signature: _____ Date: _____

Printed Name: _____

Homeowner Signature: _____ Date: _____

Printed Name: _____

Homeowner Signature: _____ Date: _____

Printed Name: _____

Homeowner Signature: _____ Date: _____

Printed Name: _____

Heather Manor Manager Signature: _____ Date: _____

Heather Manor Copy