
LAKWOOD PARK
(updated August 12, 2013)
ADDENDUM TO RULES AND REGULATIONS

1. CONDITIONS OF OCCUPANCY

- 1.1 Definitions. “Homeowner” is any tenant of Lakewood Park. “Occupant” is anyone who has filled out the necessary paperwork, background check and has permission to live in a Homeowner’s home. “Temporary Occupant” is a person who has been granted a specified amount of time to reside in a Homeowner’s home after having filled out the necessary paperwork and background check. “Caregiver” is a person/relative requested by the Homeowner to live in the home to provide help as determined by the Homeowner’s doctor. “Caregivers” must undergo an interview and background check. “Guest” is anyone visiting a Homeowner who is then responsible for guest’s behavior.
- 1.2 Conditions of Occupancy. Each of these Rules and Regulations, and any subsequent additions or changes hereto, is a condition of occupancy. Any violation or non-compliance to these Rules and Regulations may be deemed cause for Termination of tenant’s Rental Agreement.
- 1.3 Minimum Criteria. The sale or purchase of a home in Lakewood Park does not constitute a tenancy. Tenancy at Lakewood Park requires written, complete, and accurate application by all prospective Homeowners and receipt of written approval from management. Applications must be completed in full and screening fees paid in full prior to processing for approval. Other occupancy criteria include, but are not limited to: photo identification, proof of home ownership, consistently updated proof of Homeowner insurance, the amount of income allocated to total housing expense should be a maximum of 30% of Homeowners’ income, positive credit history, no prior conviction for any felony or any misdemeanor involving theft, assault, prostitution, drug-related or weapons-related charge, obscenity, or related violations, sex crimes, or child abuse crimes. Following an interview, the applicant will be notified of management’s decision by mail or telephone within 20 days after receipt of the completed application or agreed upon date by applicant and management.
- 1.4 Prohibition of Criminal Activity & Disturbances Tenant, any member of the tenant’s household or a guest, shall not engage in any act intended to facilitate criminal activity, including, but not limited to: illegal drug-related activity, burglary, theft, assault, vandalism, nor engage in any activity that constitutes a threat to people on or near said premises. Tenant, any member of tenant’s household will not permit the space to be used for, or to facilitate criminal activity regardless of whether the individual

engaging in such activity is a member of the household or a guest. The tenant, any member of tenant's household, or a guest shall conduct themselves in a manner that will not disturb his/her neighbor's peaceful quiet enjoyment of the premises.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

- 1.5 Guests Homeowners are responsible for the acts and behavior of their guests. Violation of these Rules and Regulations by a guest will be deemed a violation by the Homeowner. Guests must be accompanied by Homeowner on Lakewood property.
- 1.6 Protection. The protection and security of the Homeowners, occupants, guests, homesites and personal property is the responsibility of the Homeowner. Lakewood Park does not provide security, protection from the elements or emergency shelter.
- 1.7 Use of Community Name. Use of the name "Lakewood Park" or any variation or derivative thereof, for commercial purposes is not permitted without the written permission of management. Use of the Lakewood Clubhouse may not be used for the purpose of "Tupperware", "Cosmetics", "Candle" parties/sales and the like.
- 1.8 Amendment. These Rules and Regulations may be amended by Lakewood Park in compliance with Oregon law.

2. AGE AND OCCUPANCY LIMITATIONS

- 2.1 Housing Classification. In order to remain qualified as a community for those age 55 and over, at least 80% of the homes in the Park must be occupied by one or more persons age 55 or older. A Homeowner may not sell the home to someone under age 55 without the prior written approval of Lakewood Park.
- 2.2 Number of Occupants. A home shall not be occupied by more than two persons per bedroom. Any changes in occupancy in Homeowner's household ARE REQUIRED to be reported to management, and necessary paperwork completed. Failure to do so may be deemed cause for Termination of your Rental Agreement.
- 2.3 Age 45 minimum. No person under the age of 45 may occupy any home except as a visiting guest or as a management approved occupant residing with a tenant who is age 55 and over.
- 2.4 Guest Limitation. No guest shall be permitted to occupy a home more than 14 days in any calendar year without the prior written approval of Lakewood Park. No guest may occupy a tenant's home without the Homeowner being present.

3. ARCHITECTURAL SPECIFICATIONS

- 3.1 Age/Size.** All homes moving into Lakewood must be double-wide and not older than 1990 unless approved by management. A brochure or other representative picture shall be presented to management. Information shall show “net sizes” without hitches, location of the home’s utility area, rear door, and similar features.
- 3.2 Setting.** Each home must be set in a manner that permits a residential foundation look with positive drainage away from the house. Skirting shall be metal or concrete.
- 3.3 Fencing, Storage, and Home Additions.** No alterations or additions to homes or homesites, including construction of additional storage or fencing, will be permitted without the prior written approval of management. Detailed plans must be submitted. Fencing on homesites adjoining water features must not extend beyond the corners of the house so as to not block the views of others who also reside on a water feature lot. Fencing on all homesites must not extend beyond the home’s corners closest to the street.
- 3.4 Utility Installation.** All utilities to the home are to be installed underground at the Homeowners’ expense. All utilities installed into the home from the underfloor access area including electrical, telephone, television, and/or any additional wiring is to be installed by the Homeowner or an approved installer at the Homeowners’ expense. Utility installations are not permitted to attach to the exterior of the home without prior approval from management. Homeowner will be held liable for any damage to the homesite, neighboring homesites, or to Lakewood Park caused by or related to the installation of the Homeowner’s home.
- 3.5 Home Removal.** Homeowner will give Lakewood Park thirty (30) days notice before removing the manufactured home from the homesite in Lakewood. Prior to the removal of the home, all rents for the site, utilities, personal and real property taxes, and services must be paid in full unless waived by Management. Homeowner is responsible for any damage caused to the homesite or other homesites, streets, or any portion of Lakewood Park during the removal of the home and shall reimburse owner or other Homeowners, as appropriate, for any loss suffered. Upon home removal, Homeowner will restore homesite to grade level with topsoil returning it to its original condition.

4. HOME AND HOMESITE MAINTENANCE REQUIREMENTS

- 4.1 Home Maintenance.** Homeowner is responsible for maintaining in good repair the exterior of their home, as well as appurtenant structures such as awnings, decks, steps, hand railings, and carports at all times. All wooden structures shall be painted, stained, and repaired as necessary to prevent their visual and/or physical deterioration. Appropriate window treatments shall be approved by management. Unacceptable window treatments include: foil, bedsheets, blankets, etc., as determined by management. Smoke alarms must be operational.

- 4.2 **Homesite Maintenance.** Homeowners shall keep their homesites neat and orderly, free of weeds and clutter, plants and trees trimmed. “Lots will remain under direct control of Lakewood Park” refers in general to Homeowners needing management approval for any changes to the homesite, and specifically to the planting of or REMOVAL of trees. Digging or driving rods or stakes into the ground may damage underground wiring or plumbing. The Homeowner shall bear the cost of repairs to any utilities damaged by Homeowner or Homeowner’s agent or contractor. Lakewood Park conducts an annual inspection of homesites. Notices are issued for homesites needing attention with a date by which such corrections are to be completed. If such notices are disregarded, the Homeowner may either receive a 30 day notice to COMPLY or VACATE, or maintenance of their homesite may be arranged for them and the Homeowner will be charged accordingly. It is the responsibility of the Homeowner to meet community standards and to speak to management concerning extenuating circumstances.
- 4.3 **Landscape Maintenance.** It is the Homeowner’s responsibility to ensure that all yard clippings and chemicals are contained to their homesite or properly disposed of. The dumpster located in the North area is for yard clippings only. No toxic or hazardous waste materials are allowed in the dumpster. Dumping and/or washing of debris of any type, including yard clippings into the gutter or storm drains is prohibited. Water from the gutter and storm drains empties into our lakes and ponds, which are required to be environmentally safe. Homeowners are responsible for all costs and liabilities arising from any use or release of toxic or hazardous materials. Homeowners are responsible for the maintenance of their irrigation system. Items may include, but are not limited to, adjustment of sprinkler heads, repairing broken irrigation lines, and replacing broken sprinkler heads. Homeowners shall not allow water run-off into the street from over-watering. Installation of timers is encouraged to prevent this occurrence.
- 4.4 **Alternative Maintenance Arrangements.** It is the Homeowner’s responsibility to make arrangements for maintaining the homesite when the Homeowner is on vacation, absent, or unable for any reason to care for the homesite. For security and safety reasons, the Homeowner must notify management in writing if another person has been made responsible for such maintenance.
- 4.5 **Garbage and Refuse.** All garbage and refuse must be stored in trash containers provided by the sanitation company. Trash containers must be kept in an area not visible from the street or adjacent homes, except when set out the day they are to be picked up by the sanitation company.
- 4.6 **Storage.** Storage of any items beneath the home, or storage on or around the homesite of any material of an explosive nature is prohibited. Unless specifically permitted by management in writing, nothing may be placed or stored outside of storage units or homes with the exception of patio furniture, barbeques, and decorative garden accessories.

- 4.7 Holiday Decorations. All outside holiday decorations are to be removed from the homesite within 30 days after the celebrated holiday.

5. PARKING

- 5.1 Homesite Parking. Two vehicles registered to Homeowner may be parked at the home-site, including passenger cars, pickup trucks and golf carts. They shall be in good repair and not make excessive noise.
- 5.2 Street Parking. No passenger car or other vehicle may be parked on the street for more than two hours, and must be parked so as not to restrict driveways or street passage for emergency vehicles. A Homeowner must be present at the homesite if a guest or the Homeowner has a vehicle parked on the street and host's house number/space must be displayed on the dashboard/front window.
- 5.3 Guest Parking. Homeowners may call management for parking passes for their guests. Provide the dates your guests will be staying and your Space number. Management will place the Parking Pass in Homeowner's mailbox and designate the areas your guest may park. The Pass should be displayed inside the front windshield. At the end of your guest's visit return the Pass by simply putting it into the Lakewood Drop Box in the Post Office.

6. VEHICLES

- 6.1 Speed Limit. The maximum speed permitted in the community is 15 miles per hour. All motorized vehicles within the community must meet applicable state laws that regulate operation on public streets. Pedestrians, golf carts, bicycles and ducks have the right-of-way.
- 6.2 Vehicle Maintenance and Repair. Homeowners may wash (biodegradable soap only), wax, or polish their cars in their driveways, but maintenance (including changing of oil), repair, or work of any kind may not be done at the homesite. Lakewood Park reserves the right to limit the number of car washings, or to prohibit them entirely, as necessary to address any environmental, public, or safety issues.
- 6.3 Recreational Vehicles Lakewood Park does not offer RV storage/parking. Homeowners returning from a trip have up to 72 hours to unload their gear. Thereafter, the RV must be moved to a storage facility off-site.

7. PETS

- 7.1 Approval and Registration Required. House pets such as small dogs and cats are allowed with management approval. All pets must be registered with management and a colored photo submitted. Management reserves the right to require that Homeowner sign a Pet Agreement which requires that Homeowner carry liability insurance with Lakewood Park

listed as a co-insured. No homesite shall have outside dog runs, dog houses, or pets being fed or living outside of the home. Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain. Pets shall not be left leashed or tied up outside Homeowner's home during any period of absence by the Homeowner. Disabled Homeowners are allowed to keep a "service animal" as required by law.

7.2 Innoculation, License, Breeding. Dogs and cats must have written proof of inoculation from a veterinarian. Dogs must be licensed with the local authority. Commercial breeding is not permitted. Exotic animals are not permitted.

7.3 Hand Held Leash Required. Pets are allowed to be outside the home, but only on a hand held leash or confined within a yard enclosure, and only when the pet's owner is at home or is handling the pet on a leash. Management, in its sole discretion, may revoke permission to keep any pet which annoys or disturbs the peace and quiet of the Park or does injury or damage to persons or property within the community. Homeowner shall be responsible for all damages caused by Homeowner's pet and/or Guest's pet. Guests with pets must comply with all pet rules and must be informed of these rules by the Homeowner.

7.4 Excreta Cleanup. Pets may be walked on the streets, walkways, and common areas of the community but must be kept on a leash at all times. Pets shall not enter homesites other than the pet owner's. Excreta from pets on the owner's homesite or anywhere within the Lakewood community must be picked up immediately, wrapped, and placed in a trash container.

7.5 Impoundment. Any pet found unattended outside the homesite's enclosure may be taken to the animal shelter and impounded at pet owner's expense. To discourage the presence of stray animals, no outdoor feeding is allowed. Lakewood is not responsible for the control of stray animals. Management may call animal regulatory for control and encourages Homeowners to do the same.

8. USE OF LAKEWOOD PARK FACILITIES

8.1 Hours. Lakewood Park's Clubhouse, Post Office, Library, Billiard Room, Swimming Pool, Laundry Room, and Shuffleboard Courts are open during the posted hours. Lakewood Park reserves the right to close any of these facilities for maintenance as scheduled by management.

8.2 Scheduling of Lakewood Clubhouse. Lakewood Homeowners are allowed to reserve the Clubhouse for private functions. There will be no charge for this usage. But a conditionally refundable deposit for cleaning/damages will be assigned to Homeowner. To make a reservation, provide the necessary information and obtain approval from management at least three (3) days prior to the event. Visitors must be 18 yrs or older and accompanied by a Homeowner to operate the Jukebox.

- 8.3 **Cleaning.** Homeowners are responsible for and shall leave the Lakewood Clubhouse in a clean and orderly fashion with all materials/decorations put away directly following their use of the facilities. Reference “guidelines for cleaning kitchen and facility after use” posted in the Clubhouse kitchen. No furniture, equipment, or other items for use in the Lakewood Clubhouse may be borrowed or removed from the building without permission.
- 8.4 **Smoking/Alcoholic Beverages.** Smoking is prohibited in all Lakewood facilities. Alcoholic beverages may only be served as a toast or part of a ceremonial occasion.
- 8.5 **Pets.** Excluding those animals assisting the disabled, pets are not permitted in any Lakewood building/facility at any time, even if carried in arms.
- 8.6 **Lakewood Post office** Hours as posted. The Post Office is kept locked as a security measure to deter theft of U.S. mail and packages. Homeowners have access with their keys. When away from Lakewood, arrangements can be made with the postman or management to hold or forward your mail. No one is permitted to pick up Homeowner’s mail unless management is informed of your circumstances and you receive written permission.
- 8.7 **Lakewood Library** Books and DVDs are permitted to be signed out on the honor system. They must be returned by the third day so that all residents have an opportunity to enjoy them.
- 8.8 **Lakewood Billiard Room** Minimum age limit is 18, and must be accompanied by Homeowner.
- 8.9 **Lakewood Swimming Pool , Spa, and Sauna.** In accordance with Oregon law, swimmers are required to have at least one other person either in the pool, spa, or on the pool deck. For safety reasons, use of the sauna also requires the presence of at least one other person.
- a) Use of the swimming pool and spa is at swimmer’s own risk; there is no lifeguard on duty.
 - b) The swimming pool and spa are open during the posted hours which must be observed. Homeowners are to accompany their guests.
 - c) State health laws require that each person showers before entering the pool or spa. Persons using the sauna must shower before entering the pool or spa.
 - d) Guests under eighteen (18) years of age may use the pool between 1pm and 3pm daily. They must be accompanied and supervised by the Homeowner.
 - e) Pollution of pool or spa water is prohibited i.e. Urinating, spitting, blowing the nose. No coins, rocks, balls, snorkels, swim fins are permitted in the pool, except as used in an exercise class, and must be removed immediately after.
 - f) No diving, dunking, roughhousing, or running into or around the pool or spa . No throwing or pushing anyone into the pool or spa will be tolerated.
 - g) Proper swimming attire is required. (No shorts, cut-offs, T-shirts, etc.)
 - h) No person having any open sore or any communicable disease will be allowed to use the pool or spa. (i.e.:chicken pox, pink-eye, influenza, etc.)
 - i) Life saving equipment is provided for emergency use ONLY and may not be used for any other purpose.

9.0 **Shuffleboard Courts**. Available for individual or tournament play. Age 18 and over.

10. **Laundry Room**. The laundry room is provided for the convenience of Homeowners. They are coin-operated. Keep the washers and dryers clean for the next person, and clean up any detergent spills.

9. GARAGE SALES

9.1 **Estate or Garage Sales**. Upon Homeowner organization, Lakewood Park will permit an annual garage sale. Any estate or moving sale held within the community must first have management's consent.

10. NUISANCE/COMPLAINTS

10.1 Homeowners and members of the household shall conduct themselves so as not to interfere with or disturb their neighbors quiet enjoyment. Quiet hours are from 10pm to 8am. Excessive noise (including but not limited to loud music, loud voices, barking) will not be tolerated. All state and local laws must be observed. City of Eugene ordinance 9.644E, also known as "Noise Control" exemption, permits construction work from 7am to 7pm.

10.2 All complaints to Lakewood Management regarding Homeowners, Guests, Pets, Contactors, Management, and Lakewood Park in general, are required to be in writing, signed, and delivered to the Lakewood office or placed in the Lakewood mailbox inside the Post Office. Lakewood Park management will not act upon verbal complaints unless placed in writing.

BY EXECUTING THIS AGREEMENT HOMEOWNER: (a) ACKNOWLEDGES RECEIPT OF A COPY OF THIS ADDENDUM TO RULES AND REGULATIONS, WHICH ALSO INCORPORATES RENTAL AGREEMENT AND A COPY OF LAKEWOOD PARK'S STATEMENT OF POLICY. (b) ACKNOWLEDGES READING AND UNDERSTANDING SUCH DOCUMENTS. (c) AGREES TO ABIDE BY THE TERMS OF THE ADDENDUM TO RULES AND REGULATIONS AND THE RENTAL AGREEMENT.

IN WITNESS WHEREOF, the parties have signed the agreement on the day, month, and year first above written.

LAKEWOOD PARK

By: _____	Date: _____	_____
Manager		Homeowner
	Date: _____	_____
		Homeowner

		Space #
	Purchase price.	_____

Received building and mailbox keys _____	_____
Gate remote, initials _____	Homeowner