

MIDWAY MANOR
1625 Henderson Ave.
Eugene, OR 97403

RULES & REGULATIONS

The following Rules and Regulations apply to mobile/manufactured homes. Resident(s) and their guest(s) in the park are expressly made a part of the Rental Agreement between the Resident(s) and the park.

Equipment and apparatus furnished on the park grounds are solely for the convenience of the Resident(s) and guest(s) and all persons using it do so at their own risk. The Landlord will NOT be responsible for accidents, injuries or loss of property by fire, theft, wind, floods, or any act, which is beyond Landlord's control.

Realizing that harmonious living results from neighborly cooperation, it is expected that Resident(s) of this mobile/manufactured home will abide by the following Rules and Regulations, adopted because of legal requirements and as the result of studies made as to proper maintenance of mobile/manufactured home life. These are designed for the benefit of all Residents of our mobile home park, and the common good is necessarily of more importance than individual preferences.

MANUFACTURED HOMES IN MIDWAY MANOR ARE TO BE OWNER OCCUPIED. NO RENTING IS ALLOWED. Space rent is payable monthly, in advance.

1. AGE REQUIREMENT

Midway Manor is a senior park or "Housing for Older Persons" as defined in H.R. 1158, also known as the Fair Housing Amendments Act of 1988. Our classification is a "55 or over park", at least one tenant in every unit must be at that age or older. The minimum age for other persons in the park shall be forty- (40). No persons under the age of forty- (40) may reside in or become tenants of the park.

2. LANDSCAPE MAINTENANCE

Landscaping must comply with Park minimum requirements and be installed within sixty (60) days of occupancy or completion of home. All items are to be approved by management PRIOR to installation.

Landscaping includes proper and regular watering, weeding, trimming and fertilizing of all plants, trees, shrubs and flowers. Resident(s) are responsible for removal of blackberry vines on their space. Landlord will maintain park trees. Resident(s) are responsible for the care and maintenance of their premises during any vacation or period of absence.

Resident(s) are responsible for maintaining all landscaped areas, including lawn, flowers, trees and shrubbery within their space. Trees must be watered and lawns must be mowed, edged and weeded on a regular basis and watered as necessary. If the landscaping is not properly maintained Resident

will be given a seven- (7) days notice of violation(s) of this provision. If the condition is not remedied within seven- (7) days after notice is given, not including the day on which notice is given, the Landlord reserves the rights to perform whatever landscape maintenance is required and charge the Resident(s) double the charge.

Resident(s) must check with Management before digging or placing rods/stakes in the ground as they might damage underground wiring, utility wiring or plumbing. Resident shall bear the cost of any repairs to any utilities damaged by Resident(s). Plants, shrubs and trees planted on spaces by previous resident must not be removed without approval of Management.

All landscaping improvements made to the space as provided by this agreement shall, upon termination of the residency by either the Resident(s) or Landlord become the property of Midway Manor except as agreed to in writing.

3. LOT MAINTENANCE

Resident(s) shall be responsible for maintaining and keeping clean carports, decks, steps, storage building(s) and fences at all times.

All wooden structures such as decks, hand railings, storage buildings, etc., shall be painted/stained as necessary to prevent their visual and/or physical deterioration.

Residents are prohibited from storing anything other than wheels and hitches under the homes.

Space, decks and carport areas must be kept clean and free of all clutter, unattended toys, trash, debris and garbage. Sheds are provided at each space for extra storage.

NO APPLIANCES ARE TO BE STORED ON THE SPACE, DECKS OR CARPORT.

Furniture left outside shall be limited to items commonly accepted as outdoors or patio furniture.

Clotheslines and poles are not allowed. Articles of clothing, linens, rugs, etc., are not allowed to be draped over deck/porch railings, fences or left outside the home.

4. FENCING

Fences **MUST** have the **WRITTEN** approval of the Landlord. Approval will not be unreasonably withheld provided the fence is not sight offensive and does not impair the sight or movement of the Resident(s) of the park. Existing fences will be allowed to remain so long as they are maintained in satisfactory condition.

Fences may be placed from the rear of the carport shed to the back line of the space and may be no more than sixty (60) inches in height. It may be of either cedar, with pressure-treated 4"x4" minimum posts or chain link with metal posts set in concrete.

5. WATER USAGE

CONSERVE WATER! Excessive and unnecessary water usage or flooding of yards is not permitted. Landlord reserves the right to limit or prohibit the use of water-to-water yards or wash cars if Landlord determines a water emergency exists.

The following watering rules are suggested:

- (a) Odd numbered spaces water on odd days, even numbered spaces water on even days.
- (b) Set **ONLY ONE (1)** sprinkler at a time.
- (c) When water pressure is down or air is in the lines, **DO NOT** water lawns.
- (d) **DO NOT** use open-ended hoses.
- (e) Fifteen (15) to twenty (20) minutes should be more than enough time to water in each setting.

Washing of streets and driveways is not permitted.

Hoses, aspirated sprayers, Spa's and any other items attached to the outside hose bibs or directly connected to the water system, **MUST** have an approved, proper anti-siphon device or cross connection device **PRIOR** to your connection to the water system. This procedure will prevent the possible outside contaminants from entering the water system, as per clean Drinking Water Act of 1998 and Oregon State Health Department Drinking Water Division.

6. HOME REQUIREMENTS

Concurrent with the execution of Rental Agreement, Resident(s) agrees to furnish Landlord with a copy of the title and/or registration to dwelling unit.

Decks, steps, porches and awnings must comply with existing Park minimum requirements and be installed within sixty (60) days of occupancy or completion of home. All items are to be approved by management **PRIOR** to installation.

NO building, remodeling and/or alterations, including but not limited to porches, roof additions, carport awnings, and small storage sheds, will be allowed without **PRIOR WRITTEN** consent of the management. They must not violate any other rules or regulations, city codes, county ordinances or state laws and cannot be unsightly.

Landlord must approve homes moving into Midway Manor **PRIOR** to move-in. A home will normally not be accepted if it is more than ten- (10) years old as of the date of move-in. Landlord 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.

Prior to set-up, the Resident shall be responsible for coordinating with the Landlord to specifically locate the position of the home on the space. Each Resident is responsible for any damage caused during the siting of his home and shall reimburse the Landlord for any expense incurred by the Landlord as a result of damage caused to the lot, driveway or utility services, or any portion of the park by the Resident(s) move-in or move-out.

Homes must be parked in a uniform manner. Only pyramid or concrete blocks will be permitted. Resident is responsible for all hookup connections.

All mobile homes must have wood, vinyl or aluminum lap siding. Skirting must be similar material as the siding on the home and painted or stained to match the siding or trim color. Wood skirting must be of pretreated/weatherized material that is compatible in design to the exterior of the home. Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up. Corrugated metal or fiberglass is not allowed.

Each home must have NoFreeze heat tape on exposed water lines or they must be wrapped with minimum one-half inch neoprene rubber insulation and bound with plastic insulation wrap.

Electric supply cable must be in first rate condition and heavy enough to handle the load on the home.

Resident(s) will be responsible for water service problems from the first service valve under the home. (This may be adjacent to the rear of the home.)

Resident(s) will be responsible for electrical problems from the meter pedestal to their respective residence.

Resident(s) will be responsible for sewer problems from the home to the sewer main.

7. GARBAGE AND TRASH DISPOSAL

Resident(s) shall comply with all state and local environmental laws concerning waste disposal.

Landlord pays for one (1) thirty-two (32) gallon garbage container "PICKUP". All collection services in excess of one can shall be the responsibility of the Resident. Sanipac furnishes the container. Resident(s) shall place the container at the end of the driveway on pickup day and store it neatly to the rear of the carport. Grass, flower, tree, shrub and blackberry vine clippings shall not be placed on vacant spaces or in the greenway areas.

All garbage must be wrapped, deposited in proper containers, and lids tightly closed. Garbage means ordinary household garbage and does NOT include appliances, electrical or plumbing fixtures, furnishings, furniture or other similar household items. Resident(s) will be charged dump fees and a per hour charge for removal of these items if this provision is violated.

NO NEEDLES OR OTHER SHARP ITEMS MAY BE PLACED IN GARBAGE CANS. (Oregon State Law) These items are to be disposed of in special containers required by Oregon Law.

All items for recycling shall be sorted and placed at depot designated by Landlord for single pick-up.

8. PEACE AND QUIET

Resident(s) are entitled to the peaceful enjoyment of their lot and all park facilities. Radios, television sets, stereos, musical instruments or any other noise must, therefore, be kept reasonably low at all times so as to take into consideration your neighbor's right to peace and quiet.

Drunkenness, immoral conduct or conduct causing a disturbance or annoyance, loud parties, fighting, abusive or foul language of any kind, or children without the supervision of an adult, eighteen (18) years or older, will NOT be allowed by either guests or Residents. Tenants shall be held responsible for the actions of persons on the premises at their invitation, or under their control. Both Resident(s) and guest(s) shall observe all Federal, State and Local laws.

No resident(s), guest(s) or pet(s) may cause or suffer any loud or disturbing noise at any time.

VISITING CHILDREN ARE TO BE SUPERVISED AT ALL TIMES! Damage to or destruction of property by children is the responsibility of the parent and/or resident who is their host. No minors shall be in or upon any street, alley, public place or other common park property between the hours of 10:00 p.m. and 4:00 a.m. unless:

(a) A parent, guardian or other person, eighteen (18) years of age or older accompanies such minor who is authorized by the parent, guardian or the law to have care and custody of the minor.

(b) Minor is engaged in a lawful pursuit or activity, which requires the minors' presence during the hours specified for the minor is emancipated pursuant to ORS 109.550 to 109.565.

(c) No parent, guardian or person having care and custody of minor under the age of eighteen (18) years shall allow such minor to be in or upon any street, alley, public place or other common park property between the hours specified in this section, except as otherwise noted in this section.

9. PETS

With PRIOR WRITTEN approval from Landlord, one (1) pet per space with no pet over twenty-(20) pounds at maturity. Pets will be permitted only on spaces designated by Landlord of the park. Dogs must be licensed and neutered/spayed.

No fences, kennels, doghouses, runs or breeding will be permitted.

Pet must be kept on resident's space and is not allowed to roam unattended on streets, common areas or other resident's spaces. Pet shall be maintained on a leash when not inside the resident's space, however, pet shall NOT be left leashed or tied outside resident's home during any period of absence by resident.

Resident(s) are responsible for cleaning up after their pet or pet(s) of their guests, agents, contractors or invitees and shall promptly remove and dispose of, in a sanitary manner, all waste from said pet(s), including but not limited to, urine, bowel movement and vomit. Resident(s) are to keep personal grounds clean at all times, as the odor may be offensive to your neighbor(s).

A pet being a disturbance and/or a nuisance shall not be tolerated. Tenants are expected to attempt to handle situations on their own, which includes contacting animal control. If results are not forthcoming, the Landlord should be notified.

Under ORS 90.510 the Landlord may charge resident(s) an amount for a violation of this written pet agreement and/or Rules/Regulations related to pet not to exceed fifty (\$50.00) dollars for EACH violation. The pet violation charge is due within five (5) days of receipt.

ORS 609.060 DOGS AT LARGE PROHIBITED – Any dog shall be considered RUNNING AT LARGE when it is off the premises belonging to the owner or keep of such dog and not in the company of and under the control of its owner or keeper. Applies to all Lane County cities and dog control areas.

ORS 609.095 DOGS SHALL NOT BE ALLOWED TO BE A PUBLIC NUISANCE.

Any dog shall be considered a public nuisance if it:

- (a) Bites a person
- (b) Chases vehicles or persons
- (c) Damages or destroys property of persons other than its owner
- (d) Scatters garbage
- (e) Trespasses on property of persons other than owner
- (f) Disturbs any person by frequent or prolonged noises
- (g) Is a female in heat and running at large

ORS 609.446.11(2) MOBILE HOMES – PETS TO BE CONTROLLED – No person shall allow his pet to run at large or create a health hazard within a mobile home park.

X _____ Resident

10. RESIDENTS AND GUESTS

All residents must be approved by Property Management and sign a Rental Agreement PRIOR to establishing residency. All Resident(s) and/or persons occupying home MUST be IDENTIFIED on Resident's rental application and LISTED on the Rental Agreement.

Guest(s), visitor(s) or relative(s) not listed on Rental Agreement, staying more than seven (7) days or nights must register with the Landlord. No one person is allowed as a guest(s) or visitor(s) more than fourteen (14) days, consecutive or non-consecutive, during any twelve (12) month period. All adult persons over forty (40) years of age desiring to occupy the home in excess of fourteen (14) days during any twelve (12) month period shall be required to complete a tenant application. In such case, Landlord shall have the right to reject said applicant(s) based upon the Screening Criteria. If accepted as an additional tenant, such person shall be required to sign an Agreement. This shall apply even in those instances in which the new occupant does not intend to contribute toward the monthly rent for the space.

11. SPEED AND VEHICLES

For the safety of the park Residents and their guests, the Landlord has established and posted a ten-(10) m.p.h. speed limit in the park. DO NOT exceed it or allow your guests and visitors to do

so. Continued violation will result in being prohibited from driving in the Community. Only one notice will be given.

NO STREET PARKING is allowed at any time, including in front of Resident's home or extending out of Resident's driveway. Only one notice will be given. Vehicles parked in "No Parking" areas will be towed at owner's risk and expense. Resident(s) and guest(s) must ensure that they are parked so as to not block any neighbor's access or to restrict the traffic flow of any emergency vehicles.

Handicap persons with permits may park in front of home for thirty- (30) minutes maximum.

Each space is allowed parking for two (2) vehicles. Additional vehicles CAN NOT be parked on any park premises.

Vehicles are to be washed at the car wash rack only.

Vehicles must be registered with management (license number and proof of ownership).

Vehicles may not be left unattended while idling and may not be left idling for long periods of time.

Visitors must park in the designated guest parking areas. Guest parking areas are for guests only, not Resident(s).

Trailers, boats, boats and trailers, RV's, recreational vehicles, campers and extra vehicles are to be parked in RV storage area, not on Resident's space or in guest parking area. RV's may be parked in Resident's driveway twenty-four (24) hours while preparing or returning from a trip. Resident's using the RV storage area do so at their own risk. Owner makes no guarantee of security. A monthly fee will be charged, see Rental Agreement.

The RV storage area is NOT large enough to accommodate large RV's or vehicles.

NO INOPERABLE, UNUSED OR UNSIGHTLY VEHICLES WILL BE ALLOWED IN THE PARK. Landlord reserve the right to prohibit any vehicle, including vehicles owned by Residents, from entering the park or remaining in the park, if the vehicle is not properly maintained, constitutes a hazard to the Resident(s) of the park or is in such dilapidated condition that it detracts from the appearance of the park.

No overhauling or repairing of vehicles, boats, trailers or motorcycles or other equipment is permitted. Minor maintenance and tune-ups will be allowed. No equipment, engines, motors, etc. shall be washed anywhere in the park. Vehicles leaking gasoline, oils, coolants, etc. must be repaired immediately and the responsible Resident must clean up spills.

Motorcycle riding inside the park will be restricted to entering and leaving only. Motorcycle and auto noise must be kept to a minimum

NO large tractor(s) or trailer(s) other large vehicle(s) may be parked on premises.

12. SALE OF MOBILE/MANUFACTURED HOME

Resident(s) may sell their home at any time. The rules of sale are set forth in ORS 90.680. Resident may use one (1) "For Sale" sign, not to exceed 18"x24".

Resident(s) is/are responsible for rent payments during time home is for sale whether or not Resident(s) inhabit home. Resident(s) is/are responsible to maintain home and space if resident(s) don't/doesn't inhabit home.

Management requires Resident(s) to give thirty (30) days' WRITTEN notice PRIOR to the sale of the home if the prospective purchaser desires to leave the home in the park and become a park Resident. PROSPECTIVE RESIDENT IS REQUIRED TO COMPLETE AND SUBMIT A COMPLETE AND ACCURATE WRITTEN APPLICATION FOR OCCUPANCY AS A RESIDENT BEFORE THE SALE IS COMPLETE. Applications are available from Commercial Property Management. CPM will accept or reject the prospective purchaser's application within twenty (20) days of receipt of said application.

Commercial Property Management shall have the right to reject the prospective purchaser as a Resident if CPM is unsatisfied with prior rental references, credit references, employment status, ability to pay rent and other expenses arising under this agreement, criminal convictions, the presence of pets, the availability of the required information from the prospective Resident, or if the prospective Resident is unwilling to enter into a Rental Agreement. In the event CPM rejects the prospective purchases as a Resident, CPM will furnish Resident and purchaser a WRITTEN statement of reasons for refusal.

All homes and their accessories, including but not limited to steps, porches, awnings, carports, skirting, storage sheds and fencing must be brought up to and comply with all Park and governmental requirements by the seller PRIOR to sales completion. This also included, but is not limited to, washing, waxing, painting, landscaping and ground area maintenance. All paint colors are to be approved by management.

13. LAUNDRY FACILITIES

These facilities are for the use of Resident(s) and their guest(s) only. The rules posted in the laundry room are part of the Rules and Regulations of the park, and by this reference are incorporated herein as though set forth in full and must be observed by the Resident(s) and their guest(s).

NO SMOKING IS ALLOWED IN THE LAUNDRY ROOM.

No pets are permitted in the laundry room.

Children are NOT allowed in the laundry room without adult (18 years or older) supervision.

Washing machines shall be cleaned after each use. Washing machines shall not be overloaded or abused.

Dried clothes are to be removed immediately from dryer upon completion of cycle.

14. CLUBHOUSE

Residents are allowed to use the club house/rec center at anytime. Residents that use the club house must clean up after themselves, including the kitchen and restrooms. The club house is available for private events, call park management to reserve it. A resident must be present when a guest is using the club house. Do not share the door lock code with any non-resident. The green garbage can outside the club house is for club house use only-no residential trash allowed.

No Alcohol is permitted in the club house.

No Pets are permitted in the club house.

15. COMMON AREA

The common area lawn may be used for picnicking, barbecuing, games and other social activities. Resident(s) must clean up any trash and remove personal belongings after each use. Resident(s) are responsible for any damage resulting from their use of the facility. The area may not be used for commercial or religious meetings.

16. LANDLORD'S RIGHT OF ACCESS

Landlord shall have the right to enter any portion of the premises under the Resident's exclusive control, not including the dwelling unit, in order to inspect the premises, make necessary or agreed repairs, maintenance, alterations, improvements, supply necessary or agreed upon services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workers or contractor and for the purpose of serving notices. Maintenance and/or repairs occasioned by neglect or misuse of the premises shall be charged to the Resident.

In case of an emergency, Landlord may enter the dwelling unit and/or any portion of the premises under the Resident's exclusive control, without consent of the Resident and without notice to the Resident at any time. "Emergency" included but is not limited to a repair problem that is likely to cause serious damage to premises.

17. MISCELLANEOUS

Under NO circumstances are wood stoves or pellet stoves allowed. Existing wood stoves will be allowed to remain until mobile/manufactured home is removed from the park. Storage of firewood is limited to one (1) cord and must be stored at the rear of the home and out of sight.

Tampering with park fuses, electric or gas service or connections is forbidden. Please contact Landlord in case of trouble.

Tampering with mail addressed to others is a Federal offense.

There is **NO** soliciting allowed in the park.

When Resident(s) are on a leave of absence for more than seven (7) days, they must notify Landlord of an emergency phone number. It is the responsibility of the Resident(s) to arrange for maintenance of their space.

NOTHING is to be hung outside the home.

No television antennas, radio or CB radio antenna systems for television or radio reception will be allowed in the park. Existing antenna systems will be allowed to remain only so long as present Resident(s) occupies space. Satellite systems, eighteen- (18) inch diameter or less, are allowed.

Connections to oil barrels must be tight and no oil may be spilled.

Any tools loaned to Resident(s) must be cleaned and returned promptly after use.

NO business is to be conducted and NO garage sales are permitted, except as a Park sponsored activity.

All Resident request and/or complaints, except emergencies, must be presented to management in WRITING. Complaints of one (1) Resident concerning the actions of another Resident should first be taken directly to the offending Resident PRIOR to being brought to the attention of management. Management will not take action based solely upon an oral complaint.

These rules are not intended to be a hardship on any Resident, but instead a realistic guide to provide a comfortable environment in which to have a home.

FAILURE TO COMPLY WITH THE ABOVE RULES AND REGULATIONS WILL BE CAUSE FOR EVICTION WITHIN THE LIMITATIONS PROVIDED BY OREGON LANDLORD/TENANT LAW SET OUT IN ORS 91.886 (1) THROUGH (3).

The Landlord reserves the right to add to or modify the above rules at any time pursuant to ORS 90.610 (2).

I/We have read and agree to the above rules and Regulations this _____ day of _____, 20__.

Tenant _____

Date _____

Tenant _____

Date _____

Space # _____