

NEILSON'S MOBILE CITY
10835 S.E. Powell Blvd.
Portland, OR 97266

RULES AND REGULATIONS
Revised April 1, 2011

The Park Rules and Regulations have been developed to provide the Owner and each individual Resident with a set of minimum standards of common responsibility, conduct and respect for one another. We believe that these Rules and Regulations reflect the needs of our community.

The Park Rules and Regulations as stated in the following are intended to conform with all applicable Local, State and Federal statutes, ordinances and regulations and if any or part is stricken as contrary to any such laws, the rest shall continue in full force. These Rules and Regulations shall become a part of your Rental Agreement. The Landlord Tenant Act provides for written notification to residents regarding the noncompliance with the rental agreement or the Park Rules and Regulations. Such notification may include termination of the Rental Agreement.

Management has the responsibility and authority to enforce all Rules and Regulations. Landlord reserves the right to amend, revise and/or add additional rules and regulations. Because Oregon law is constantly changing, it is understood that at any time laws could change which could make a rule obsolete or unenforceable. In that case, the rules shall be considered to be amended or modified to comply with new requirements of the law, but only if required by the law.

Please read carefully and understand your Park Rules and Regulations as they constitute a binding agreement between you, the Resident, and park management.

1. **SCOPE OF RULES AND REGULATIONS:**

Park Rules and Regulations apply to residents, their family, temporary residents and/or guests. Resident agrees to comply with the Community Rules and Regulations as well as any other additional rules and regulations that may be lawfully adopted by Landlord. Resident is responsible for the acts of members of Resident's household, Resident's pets, guests and visitors. Violation of the Rental Agreement or any Community Rule may be cause for termination. Park Owner is not responsible for loss due to fire, theft, or accident. Violations of laws or ordinances of City, County or State will not be tolerated.

2. **GUESTS:**

It shall be the responsibility of Resident to prohibit any person not listed in their rental agreement to occupy Resident's Home without first obtaining Management's written consent. 'Occupy' shall mean living in the Home more than fourteen (14) days, consecutive or nonconsecutive, during any calendar year. All adult persons over eighteen (18) years of age

wanting to occupy the Home in excess of fourteen (14) days during any calendar year shall be required to complete a tenant application, just the same as any other prospective resident. In such case, Management shall have the right to reject said applicant(s) based upon the Screening Criteria. If accepted as an additional resident, such persons shall be required to co-sign the Rental Agreement.

3. ASSIGNMENT AND SUBLETTING:

Resident shall not assign his Rental Agreement nor assign, sublet, or transfer possession of the Space or any part thereof without Management's prior written consent.

4. SALE OF MANUFACTURED DWELLING:

Resident shall not sell Home until Resident has performed all of the following conditions prior to sale:

- a. Given Management at least 30 days' notice in writing prior to the proposed sale.
- b. Referred prospective purchaser to Management to complete and submit a complete and accurate written application for tenancy.

5. LOT MAINTENANCE AND USAGE:

- a. Spaces will remain under direct control of Management. Residents shall maintain their space in a clean and orderly fashion. Lawn will be mowed and kept weed free by residents; plants, shrubs, including those previously existing upon the space, shall be kept watered and trimmed.
- b. Oil drippings and any damage to driveway or pavement must be repaired and cleaned by the Resident. If wood chips, bark, rocks, or similar material is used for landscaping/ground cover, Resident shall not permit such ground cover to spread or otherwise disburse into the street, sidewalk or driveway and must be removed and cleaned up from sidewalk or driveway areas.
- c. No fuel, oil or other materials of explosive nature will be stored in any home or on any home space. The only exception to this provision is the allowance by the Resident to adequately contain and store gas for lawn work tools.
- d. The use of any furniture on the patio, porch or yard is prohibited unless it is outdoor patio furniture or furniture approved by Management. No overstuffed furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, stoves, etc., are allowed outside the home.

- e. This Park or its address will not be used for the purpose or intent of advertisement or sale of automobiles or merchandise; no commercial enterprises are allowed to be conducted in the community without prior written consent from Management. No peddling or solicitations are permitted at any time. For Sale signs of any description will be up to Management's discretion prior to usage. Garage sales are permitted only with Management's prior permission.
- f. No towels, linens, wearing apparel, etc., are to be hung outside your home. Please use clotheslines that are provided in the patio area for your use.
- g. Use of spray guns within the park is acceptable. It is the user's responsibility to ensure caution and protection of all surrounding areas while spraying.
- h. Tenant shall be responsible for the sewer lateral to the main line.

6. MINIMUM SIZE:

No home shall be less than 8' x 20'.

7. IMPROVEMENTS: SKIRTING/AWNINGS/DECKS/STEPS/MISCELLANEOUS:

Resident may not make any improvements or erect additional structures to the exterior of the Home or anywhere upon the space without Management's prior written approval.

- a. Permits, if required by City, County, or State code requirements must be purchased and posted on Resident's property prior to commencing construction.
- b. Because of fire hazard, City code requires that when erecting any type of construction, it must clear the existing structure by 3' (no exception allowed).
- c. Building or construction should be conducted between the hours of 8:00am and 9:00pm.
- d. Requirements for each home in the community include the following: approved skirting to be installed completely around the home, around decking with all hitches concealed or removed. Front and back steps with railings must be constructed to the satisfaction of Management and dealer steps cannot be used on a permanent basis and must be changed within fifteen (15) days after moving into the community.

- e. All aluminum awnings and skirting must be installed within (30) days and decks, patios and steps must be installed within sixty (60) days subsequent to execution of the Rental Agreement and given final approval by Management.
- f. Awnings, skirting, cabinetry screens, steps, decks, sheds and other outside improvements must be submitted to Management in writing for approval prior to installation/construction. Permits, if required by City, County code requirements, must be purchased and posted.
- g. No cement/concrete shall be placed on Resident's space, with no exceptions.
- h. No holes will be drilled into existing patio cement.
- i. No fencing or space dividers shall be constructed without prior written permission from Management.
- j. No appliances are permitted on patios and carports. Freezers may be kept in storage sheds.
- k. Tenant is responsible for water, sewer, and electrical connections to homes. Any problems that may occur between the home and service connections are the responsibility of the Owner. Any antenna must be located to the back of the home farthest from the street and approved in writing prior by the Management. All water lines from the ground to the mobile structure must be winterized and may be inspected by Management by November of each year. Any damage to lines caused by neglect of Resident to so winterize shall be the responsibility of the Resident. (If this is unclear, ask Management.) Hose connection water pipes will be winterized by Owner/Management. If Resident unwraps pipes or refuses to have pipes wrapped, Resident will be responsible for any damages.
- l. Equipment and apparatus furnished on these grounds is solely for the convenience of all Residents of this community. Management will not be responsible for accidents, injuries, or loss of property due to climate, fire, theft, wind or an act of God.
- m. Park Owner may require the home to be removed from the community if it is in violation of the Rules, thus putting Resident in default if the home in in a run-down condition or disrepair.
- n. If Resident plans to do any digging in the yard, Management shall be contacted prior to any work in order that the placement of utility lines and pipes can be pointed out. Management will provide a locater service to be contacted in order that utility lines and pipes can be marked off for safety and protection. Any tampering with community fuses, electrical service

connections and other community utility connections is strictly forbidden. If the community is required to repair any such damages because of resident's failure to repair the same, Resident shall be responsible for such repair bills.

8. LANDSCAPING/WATERING:

- a. Complete planting, care and maintenance of the landscaping of the subject home is a duty which is expressly assumed by the Resident. All Residents are fully responsible for the care and maintenance of their designated lot space. In the event a Resident fails to maintain the designated space, Management will issue a five (5) day written warning.
- b. Resident's blowing, raking or cleaning the designated area is fully responsible for any and all yard debris moved from that area. At no time will any resident remove debris from their space or sidewalk by blowing or raking the debris into the street or adjoining space. All leaves, limbs and yard debris are to be placed in the dumpsters provided for these items. ONLY exception is on the third (3rd) Monday of each month, at which time the street cleaner will be on property.
- c. Mobile Home Parks of necessity contain extensive underground facilities and any digging must receive prior approval by Management.
- d. No watering shall be unattended for any unreasonable length of time and flooding or watering of the neighbor's yard or surroundings is prohibited.
- e. No watering will be permitted past 10:00pm and never any overnight watering is permitted.
- f. Management reserves the right to enter the space of a Resident and turn off water that has been left unattended and that is flooding or potentially flooding the lot, or property of any other Resident of the community.

9. VEHICLES:

- a. A maximum of two (2) vehicles only per home space may be kept in the community. (All rulings in previous former Rules and Regulations are no longer acceptable). Parking of all vehicles is restricted to authorized driveways or carports and those designated parking areas provided by Management.
- b. Recreational vehicles, including but not limited to, motor homes, park trailers, travel trailers, boats, all-terrain vehicles, including motorcycles, dirt bike motorcycles and other equipment shall not be kept in the community. Handicapped, motorized equipment is acceptable. However; recreational vehicles, motor homes, park trailers and travel trailers that are at least 24' in length and that are placed on otherwise vacant lots, pay full space rent and are used as a primary residence of a park resident(s) may be accepted.

- c. Street parking by Residents is prohibited (loading of groceries and washing of vehicles are the exceptions). Guest's vehicles may park in the streets. Vehicles repeatedly parked on streets will be towed away and impounded at Resident's expense. Guest's recreational vehicles may not park in the streets.
- d. Minor, emergency vehicle repairs may be accomplished at the Resident's space and only during daylight hours. Major repairs, including but not limited to, body work, painting, welding, brake work, engine repair, etc., are prohibited.
- e. Guest's vehicles shall not be washed in this park.
- f. All vehicles must be currently licensed and in operating condition. Resident's nor guest's vehicles shall not be stored on property. All vehicles shall be adequately muffled to prevent any offensive noise. All vehicles shall be operated only by licensed individuals.
- g. Speed Limit within the park is 5-miles per hour, without exception. Residents hereby agree to inform their guests of this restriction and assume full responsibility for their guests while in the park.

10. DRUGS/NARCOTIC/ALCOHOL USE:

- a. Use and/or selling of any unlawful drugs or narcotics will be reported directly to the law enforcement agencies. Resident and/or relatives of Residents apprehended and found guilty of using and/or illegally possessing any controlled substance in the community may result in an immediate proceeding to terminate the Resident's Rental Agreement.
- b. Residents are expected to involve their drinking habits to the confines of their own mobile and not outside in the streets or common areas. Respect to others is an attribute to our community.

11. NOISE CONTROL:

- a. Curfew on noise within the community is 10:00pm; however, excessively loud and disturbing noise is not permitted at any time. Sound equipment and musical instruments should be tuned and played at a level which will not annoy other neighbors. Loud parties will not be permitted at any time. Multnomah County Noise Control Office will be contacted regarding Residents continuing to cause consistent noise problems.

12. PETS:

- a. All pets are to be maintained as indoor pets. All pets must be kept inside at night. No pets shall be left outside at any time unattended.

- b. Dogs shall be leashed when walked or be within an approved, fenced yard if they are outside.
- c. Pet owners are responsible to maintain their own yard free of droppings, immediately clean up all droppings from other yards and common areas, including street areas.
- d. Residents are responsible to inform their visitors who bring pets with them of our pet regulations.
- e. No dog houses or dog runs are permitted.
- f. Residents are encouraged to ensure that their pets have vaccinations and neutering/spaying. This helps in the control of over populated animals and health conditions.
- g. All kittens or puppies born within the community shall be removed from the community within ten (10) weeks of birth.
- h. Management reserves the right to exclude all dogs which in its opinion are of a vicious breed, nature or temperament and to require the removal of all pets which in the opinion of Management constitute a nuisance.

13. SOLICITING AND PEDDLING:

- a. Soliciting, peddling or selling within the community is strictly prohibited. Only authorized deliveries are permitted (UPS, Fed Ex, Postal Service, Pizza, etc.).

14. TRASH AND GARBAGE DISPOSAL:

- a. Refuse/food garbage must be collected in each individual's garbage can. Garbage can should be retained at the rear of each mobile until trash collection day. It is the Resident's responsibility to place the garbage retainer on the sidewalk in front of their space for pick up by the trash company which is done weekly each Tuesday.
- b. There are several recycling and retainer bins throughout the park for everyone's use. An information copy is available per request of Management.

15. ANTENNAS, SATELLITE DISKS (DISHES):

- a. TV antennas and small dishes (no more than 24" in diameter) will be permitted when they are attached firmly to the rear quarter of the home. Such equipment may not be more than

4' above the roof of the mobile. No CB or Ham radio equipment can be operated in such a manner as to interfere with TV or other reception.

16. STORAGE SHEDS AND STORAGE:

- a. New storage sheds must be approved in writing prior to construction by Management and shall not exceed 4' x 8' in size. Color of the shed should be white.
- b. Storage shed roofs should not be used as a storage area for anything.
- c. Storage of items or materials beneath the home is prohibited. Excess materials must be either stored in the Resident's storage shed or properly disposed.

17. UTILITIES AND SERVICES:

- a. All wiring, plumbing, and such service lines and connections, inside or outside the mobile must comply with appropriate Federal, State and Local requirements. Permission to alter existing wiring, plumbing, as lines, service lines and connections must be obtained in writing from Management. At time of termination of lease between Management and Residents, the Resident must restore all service lines and connections to original condition and must leave service connections exposed, free of dirt and debris and in good repair.

18. ELECTRICAL SERVICE CONNECTIONS:

- a. Tampering with community fuses, electrical service connections and other community utility connections is strictly forbidden.

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN 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.

HOMEOWNER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.

HOMEOWNER

DATE

HOMEOWNER

DATE