

## **PORTLAND AMERICAN MOBILODGE**

### **RULES AND REGULATIONS**

Everyone wants his mobile-home and the homes of his surrounding neighbors to be safe, neat, and attractive. The Manager and Owners of Portland American Mobilodge have provided facilities for the enjoyment of the Residents. In order to maintain the high standards expected by you, the following rules have been adopted. We shall expect your complete cooperation to keep our standards high and maintain a happy and friendly atmosphere in Portland American Mobilodge.

It is acknowledged that residing in a mobile home park is unique and requires special consideration. Due to its closeness, community type living, limited space, and the Residents desire to live in quiet surroundings, it is important to consider all neighbors and Residents. Many of our Residents are elderly and because of health reasons cannot tolerate noise, disturbances, or annoyances. Many Residents have moved here because they desire a quiet, tranquil, non-disturbing atmosphere. These living conditions are of the utmost importance and will be adhered to by all who reside in the Park. Failing to do so will be considered a violation of tenancy, and will be considered reason for termination.

These Rules and Regulations have been designed to encourage Residents to cooperate with the owner and promote the enjoyment and convenience of all Residents in the Park. All Rules and Regulations of the Park will be interpreted and applied to in a reasonable manner.

These Rules and Regulations supersede any other Rules and Regulations are such that the term "Management" and/or "Park" represents Portland American Mobilodge. The term "Resident" represents the Resident of the mobile-home.

### **ADMINISTRATIVE:**

1. BASIC RENTAL RATES are for only the family unit, comprised of the number of persons set forth in the rental policy and the Residents rental agreement. Additional persons wishing to reside in any mobile-home must have written permission granted by the Management.
2. RENTS ARE DUE and payable in advance, on the first day of each month. Storage fees, utility charges, etc., are also due with the rent. If not paid by the tenth day, a late charge may be added. Rents or any other charges will not be refunded. Partial rental payments will not be accepted unless they represent a proration upon a Resident's occupying or vacating a space.
3. SUBLETTING of the mobile-home and space is not permitted.
4. MANAGEMENT IS NOT RESPONSIBLE for any loss due to fire, theft, accident, or acts of God. Various underground utilities, such as electric, gas, water, sewer, etc., have been installed. Any interruption of said underground services shall be repaired with due diligence. The park shall not be liable for failure to furnish the foregoing when such failure is caused by accidents or conditions beyond their control.
5. UPON SUMMONING the police, fire department, or any other enforcement agency, please inform the management.
6. GUESTS AND VISITORS are the responsibility of the Resident with whom they are visiting and must be accompanied by their host when using recreational facilities. Guests may not occupy a Residents home in their absence without prior written approval of Management. Guests staying in excess of 14 consecutive days (30 per calendar year) are subject to prior written approval of the Management and the Residents sponsoring said guest may be subject to an additional charge. Minors must be accompanied by the Residents at all times unless their activity is confined to the Residents space. Residents are responsible for any damage caused by carelessness or negligence by themselves, their guests, and/or pets. All the aforementioned parties are required to abide by each and all of the Park's Rules and Regulations and rental agreement. Management may refuse any guest access to facilities if the guest's presence would reasonably

detract from the use and enjoyment of the facilities by other Residents. Except when guests are entering or leaving the Park, Resident shall accompany the guest at all times when they are in the Park. If Resident will not be present, no guests may occupy or otherwise use Residents mobile-home without written permission from the Management.

7. ALL LAWS OR ORDINANCES of the City, Country, or State shall be obeyed and no acts shall be committed which would place Portland American Mobilodge in violation of, or result in a liability under any of these laws and ordinances.
8. ANY AND ALL SIGNS posted by the Management are to be considered part of these Rules and Regulations, whether they be permanent or temporary. Management reserved the right to restrict use of Park facility as to hours, purpose, and conduct.

In addition, the Management reserves the right to restrict access to Park premises and usage of any Park facility to any individual or group.

#### **PARK OFFICE AND COMPLAINTS:**

9. THE NORMAL BUSINESS HOURS for the Park office are posted. Except in an emergency, please do not telephone or contact the Management of the Park after normal business hours. The Park office telephone is for business and emergency use only. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.

#### **“FOR SALE” SIGNS AND COMMERCIAL ACTIVITIES:**

10. NO COMMERCIAL ACTIVITY SIGNS or advertising any other commercial activity are permitted. Any sign advertising the sale or exchange of Residents mobile-home shall be limited in size as presently provided in the Mobile-home Residents Law; no more than 1 such sign shall be displayed and it shall be displayed only in accordance with the provisions of the Mobile-home Residents Law. Any change in the Mobile-home Residents Law or other laws affecting the restriction on signs shall automatically become applicable and be part of the Rules and Regulations.

Except for the sale of Residents mobile-home, no “auction”, “moving sale”, or “garage sale” will be permitted.

11. “CARAVANNING” BY RELATORS or brokers of mobile-homes which are for sale is specifically prohibited.
12. ALL EXTERIOR “FOR SALE” signs and flags are prohibited without prior written permission.
13. DOOR-TO-DOOR SOLICITING or distribution of handbills are not permitted.

#### **PARAGRAPH HEADINGS:**

14. THE HEADING and titles of the paragraphs within these Rules and Regulations are included solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the provisions contained herein.

#### **SERVICE/COMMON AREAS AND EQUIPMENT:**

15. RESIDENTS AND GUESTS have the right to use the space and Park facilities only if they comply with these Rules and Regulations and other provisions of the Park’s residency documents.
16. SERVICE AREAS of Portland American Mobilodge include areas and rooms set aside for the use of Park personnel in the normal course of operations. These maintenance and storage areas are not accessible to Residents unless specifically requested and accompanied by a Park employee.
17. COMMON AREAS available for Residents use are to be used according to these rules and any others either posted or under separate cover which are to be considered part hereof and incorporated herein by

reference. The Management reserves the right to amend any such Rules and Regulations on a permanent basis by giving notice as provided by law. Please see that any common facility of the Park is in the same conditions as you found it prior to your use. If a facility is found to be in an unsatisfactory condition, please notify the Manager.

18. LAUNDRY FACILITIES are for use by Residents only. The facility will be closed from time to time for cleaning and repairs. Additional rules governing the use of the laundry and its facilities may be posted and are incorporated by this reference. Hours are posted on facilities. Towels, bathing suits, wearing apparel, or laundry of any description may be hung only in area provided for outside drying.
19. RESIDENTS SHALL NOT, for safety and integrity purposes, adjust or alter any of the utilities, sprinklers, or any other Park apparatus.
20. TREES for safety reasons, are to be trimmed by Management.

#### **RECREATIONAL FACILITIES:**

21. SWIMMING POOL is open to Residents and their guests. Guests must be accompanied by Residents while in recreation or pool area. No jumping, diving or excessive splashing is permitted. No alcoholic beverages or glassware allowed. In pool area, management reserves the right to schedule and limit guest and children (under 18 years of age) hours as posted. Pool is open Memorial Day through Labor Day. Hours are posted.
22. RECREATION ROOM is available for private parties per Recreation Room Agreement. Hours are posted.
23. CHILDREN UNDER EIGHTEEN (18) years of age and guests must be accompanied at all times by an adult Residents, who accepts responsibility for the minor, while using the recreation facilities.
24. NO ALCOHOLIC BEVERAGES will be consumed in any area of the Park which is open to all Residents and guests.

#### **VEHICLES:**

25. THE PARK SPEED LIMIT IS 10 MPH on all interior streets. Pedestrians and bicycles must observe the same rules as if they were on a public road.
26. NO LARGE TRUCKS, tractors, trailers, or combinations thereof shall be permitted in the Park at any time, unless such vehicles are employed in the installation, repair or removal of a mobilehome or accessories.

#### **PARKING:**

27. RESIDENTS may park such number of passenger vehicles in carport/driveways that do not protrude into street. Parking is permitted only in designated parking areas. No parking is permitted on the streets of the Park. Vehicles parked on Residents spaces may only be parked on the driveway, and not on the landscaped or other areas of the space. Guests may only park in designated guest parking spaces or on the host resident's space. Because of limited parking facilities, traffic congestions, noise and the need to insure a safe and pleasant environment for all Residents, Management reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Park. Vehicles otherwise prohibited may be parked outside of the Park.
28. MOTORHOMES, buses, travel trailers, boats, boat trailers and other similar vehicles may be parked only in designated area or as approved by Management. Any such vehicle belonging to a guest may not be parked overnight in guest parking or on the space. Management is not obligated to provide space for all vehicles of Residents. Access to this area will be on a "first come, first serve" basis. These limitations do not apply to service vehicles of contractors or other persons performing services for Resident during the time the services are being performed.
29. NO REPAIR OR MAINTENANCE work of any kind on any vehicle, boat or trailer other than Resident's mobilehome may be done in the Park except in designated areas. Car washing is not permitted except in the designated car wash area, if such an area is available. (Subject to space, water supply, ect.)

30. VEHICLES must be operated in a safe manner. No motorized vehicle may be operated within the Park by any person who is not licensed. Vehicles operated in the Park must be properly licensed. Residents and guests must obey all posted traffic control signs (i.e., stop signs, no parking signs, speed limit signs, etc.).
31. VEHICLES ARE NOT PERMITTED in the Park unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior has deteriorated to a point where they are unsightly and distract from appearance of the Park or vehicles which contain unsightly loads that are visible to other persons. Noisy vehicles are not permitted in the Park. Vehicles dripping gasoline, oil, or other fluids, or substances must be kept out of the park until repaired in order to prevent damage to the pavement. Oil and other drippings must be removed by Resident and Resident is responsible for the repair of damage to pavement. Vehicles are not permitted to park on the street overnight.
32. INOPERATIVE VEHICLES are not permitted in Resident's spaces or visitor parking area.
33. BICYCLES may only be ridden on the roadways and not on sidewalks, grass, vacant spaces, or any other paved area. Bicycles must obey the same traffic regulations as other vehicles.

### **MOBILE-HOME, ACCESSORIES, AND LOT STANDARDS:**

34. THE INSTALLATION of all required appliances, accessory equipment, and structures on incoming mobile-homes by Resident shall be completed within 90 days. Prior to commencing installation of or a change in accessory equipment and structures, or installation of or a change in any appliance which is to be connected to the gas, electric, or water supply.

Resident shall submit for Management's approval a written plan describing in detail the accessory equipment, structure, or appliance with Resident proposes to install or change. Residents must discuss their plans for accessory equipment and structures with management prior to preparing the written plan for Management's approval. Any accessory equipment or structure of appliance installed or changed which does not conform shall be removed by Resident within 10 days of receipt of written notice.

35. THE PARKS GENERAL STANDARDS for accessory equipment, structures, and appliances:
  - a. Management requires that awnings, skirting, porches are installed and that water service piping be protected by heat tape. Mobile-homes shall have rain gutters and water flow directed into street.
  - b. Porches and patios must be covered by awnings which completely cover the patio and porch.
  - c. All exterior siding of the mobile-home must be of Alcan or Masonite, or equivalent, with skirting to match.
  - d. Management requires that exterior steps, both patio side and carport side be of an approved material which is painted and of structurally safe construction and have hand rails.
  - e. The temporary steps provided by your dealer must be removed from the Park no later than 60 days from the time the mobile-home is moved into the Park.
  - f. Resident may install one storage shed. Management must approve size and construction of storage sheds. Storage sheds must be of an approved manufactured type and painted to match the exterior of the mobile-home.
  - g. All mobile-homes moving into the Park must have detachable hitches.
  - h. Drippings from air conditioners are not allowed to fall onto the ground under the mobile-home. It must be piped away from the mobile-home in a manner satisfactory of Management. Management must approve the location and type of all air condition units.
  - i. No ATV or other antennae may be installed outside the mobile-home without the prior written consent of Management and must be installed only on the rear one half of the mobile-home and shall not exceed 10 feet in height. Dish antennae are not permitted.
  - j. Color and materials used are subject to Management's approval.

- k. Management requires that the Resident maintain in good condition and repair the mobile-home and all accessory equipment and structures. Color and materials used are subject to Management's approval. In addition all such items shall be required to comply with all applicable laws and regulations.
- l. Anything which creates a threat to health and safety shall not be permitted on space. No flammable, combustible, or explosive fluid, materials, chemical, or substance, except ones customarily used for normal household purposes, may be stored on the space and then only in quantities reasonably necessary for normal household purposes.
- m. As major repair and painting can cause damage to the property of others if not properly conducted, Resident is required to obtain Management's consent before undertaking such action.
- n. If any portion of the exterior of the mobile home or its accessory equipment structures or appliances, or the space is damaged, the damage must be repaired within 2 weeks.
- o. The utility pedestals (water and utility hookups) and meters must be accessible at all times. If one of the Park's water shut-off valves is located in the Resident's space, it too must be accessible at all times.
- p. Resident will not trim or remove trees located on Resident's space, it too must be accessible at all times.
- q. Existing drainage patterns and grading of the space may not be changed without Management's written consent.
- r. Resident shall bear the cost of repairs to any utilities or Park property damaged by Resident. To avoid damage to underground facilities, Residents must have Management's consent before digging or driving rods or stakes in the ground.
- s. Building permits, licenses, and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment and structures and appliances and all such appliances, equipment, and structures must comply with all federal, state, and local laws and ordinances. Only licensed contractors may install items which are required to be connected to the electric, gas, or water supplies.
- t. Only manufactured accessory equipment and structures and appliances are permitted and no such "homemade" equipment structures or appliances may be installed.
- u. No washers or dryers are to be installed in storage area. No furniture (other than of patio style) or appliances are to be stored in patio or carport area, or around the mobile-home. For health and safety reasons, no storage is permitted around or under mobile-homes.
- v. No heavy items or drying allowed in laundry room washers.

**LOT AND MOBILE-HOME MAINTENANCE AND APPEARANCE:**

- 36. RESIDENTS SHALL MAINTAIN their space and mobile-home and all landscaping, structures, improvements, and other things attached to or placed thereon in good condition and repair in a neat, clean, attractive, and well-kept fashion. Lawns must be mowed regularly and weeds must be kept under control. All concrete, asphalts, and other surfaces shall be maintained in good condition and repair, kept clean and maintained free of oil, and all other sticky or oily substances. When Resident is away, it is Resident's responsibility to have someone maintain his mobile-home and space. If Resident fails to maintain their space, Management will provide maintenance and bill Resident at \$15.00 per hour.
- 37. WHEELS, HITCHES are the only objects which may be stored under the mobile-home. Outdoor patio furniture, operable bicycles, and barbecue equipment, all of which are to be maintained in an attractive and neat condition, are the only items permitted outside the mobile-home or storage shed. Nothing is to be hung outside the mobile-home or shed to dry or air out or for any other purpose.

38. ALL LANDSCAPING AND STRUCTURES or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Management and shall remain upon and be surrendered with the space, unless Resident obtains permission from Management to remove, at his own expense, said improvements. Resident shall repair any damage to space caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the space in a neat, uncluttered condition with the Park's original engineered grade intact. Resident expressly waives, to the extent legally permissible, any and all rights Resident has to make repairs or improvements to the space at Management's expense.
39. RESIDENTS SHALL MAINTAIN their mobile-homes, accessories, lot, and landscaping in a clean, safe, and attractive profile at all times. Disrepair, faded, or chipped paint, broken windows, screens missing, dented awnings, stanchions, or skirting, landscaping not watered, trimmed or weeded, or other physical damage or deterioration is not permitted. If the landscaping is not properly maintained, the Management may do so and charge for the work; after two notices have been served on the Resident.

#### **LANDSCAPING:**

40. LANDSCAPING of un-landscaped spaces or changes to existing landscaping shall be completed within 90 days of the date Resident signs the rental agreement or the date work is first commenced, whichever is earlier. If Resident sells or transfers his mobile-home, any required work shall be completed within 30 days of the date the new Resident signs the rental agreement or first occupies the mobile-home, whichever is earlier. Prior to commencing any landscaping, Resident must prepare and submit a written plan for the approval of Management's approval. Any landscaping installed which does not meet Manager's approval shall be removed by the Resident within 10 days of receipt of written notice.
41. Management MUST APPROVE the type of trees and their location.
42. INSTALLATION OF FENCES OR WALLS must have prior approval of Management and shall not obstruct view or create a hazard.

#### **PETS:**

43. AUTHORIZATION to obtain or retain a pet will be provided only by a properly signed pet agreement filed with management. A house pet is defined as a pet that spends its primary existence within motorhome.
44. The type of pets permitted are small dogs, cats, small birds such as parakeets and canaries, fish, and other usual household pets approved by Management. Small dogs which will not exceed 30 pounds at maturity are allowed. Pit Bulls are not allowed. No more than 2 pets will be allowed per mobile-home.
45. EACH PET MUST BE LICENSED and inoculated in accordance with local law.
46. PETS WILL NOT BE allowed in the laundry or any recreational facility at any time. Pets are not permitted to invade the privacy of other residents' spaces, flower beds, shrubs, etc.
47. ANY PET RUNNING LOSE in the Park will be impounded at the owner's and the Resident may be notified to vacate his space or give up his pet. Pets must be walked on a short leash. Should a Resident lose his pet he must obtain written permission from Management before acquiring another one.
48. PETS MUST BE KEPT inside the mobile-home at all times except when taken for exercise. When exercising, pets must be on a leash and taken to the designated pet area.
49. REGARDLESS OF THE AREA any excrement left by a pet must be picked up immediately and disposed of in a sanitary manner.
50. PERMISSION to KEEP the pet will be revoked if the pet causes any disturbances which might annoy neighbors or neighbors' property.
51. GUESTS are not permitted to bring their pets into the Park.
52. NO EXTERIOR PET HOUSING is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure. Tying of pets outside the mobile-home and leaving them unattended is prohibited.

**GENERAL:**

- 53. ACTIONS by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing, or excessive noise, intoxication, quarrelling, threatening, fighting, immoral, or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park which is generally open to Residents and guests.
- 54. RADIOS, TELEVISIONS, record players, musical instruments, and other devices must be used so as not to disturb others.
- 55. NO NUISANCE OR WASTE is permitted. Persons shall not encroach or trespass on any Resident's space or on any area which is not open for general use by Residents and their guests. All Park property which is not for use of Residents and guests, including but not limited to gas, electric, water, and sewer connections and other equipment connected with utility services and tools and equipment of Management shall be avoided and not used, tampered, or interfered with in any way.
- 56. RESIDENTS AND GUESTS must be quiet and orderly and not play in the street, on other Residents property or do anything which might be cause for complaint. Residents must acquaint all children with the Park's Rules and Regulations. Skateboarding, roller-skating, riding "big wheels", climbing, use of wagons, and other low profile devices are prohibited on park streets.

**GARBAGE:**

- 57. GARBAGE DISPOSAL. Two 30-galon refuse containers with tight fitting lids may be used for garbage without additional charges. The container must be placed in the rear, concealed from sight from the street. On a regular pickup day, the garbage must be placed in front of the home at the curb, at the appointed time. Residents shall not incinerate or burn refuse. No burning permitted except for barbecue purposes at spaces.
- 58. YARD TRIMMINGS and grass clipping may be placed in Dempsey Dumpster located in park. No garbage is to be placed in these dumpsters.

**MANAGER:**

- 59. THE MANAGER is charged with the responsibility of enforcing these Rules and Regulations, however, we will appreciate your voluntary compliance. Situations do arise which are not covered by these Rules and Regulations, or are in violation of them as written. In some such instances, a Resident may have a legitimate request which is within the initial intent of the Rules. In which case, the Manager has the authority to make the appropriate exception. Any exceptions made will be in writing, the circumstances detailed, signed by the Resident and the Manager. A permanent record of such exceptions, will be maintained.
- 60. MANAGEMENT reserves the right to reasonable access to yards and equipment for repairs, maintenance, and inspection.

I, OR WE, HEREBY, ACCEPT receipt of and agree and consent to the above Rules and Regulations, which I/we have read in their entirety. I/we further acknowledge that any breach of the herein provided Rules and Regulations by myself/ourselves or members of my/our family or guests shall be considered to be a failure to conform to an expressed condition of my tenancy.

RESIDENT: \_\_\_\_\_ SPACE: \_\_\_\_\_ DATE: \_\_\_\_\_

