

**Ridgewood & Sunrise MHPS**  
**Rules and Regulations**  
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**Section 1. Introduction**

The following Rules and Regulations are an integral part of your Rental Agreement. Where the terms or conditions found in these Rules and Regulations vary from or contradict any terms or conditions found in the Rental Agreement, these Rules and Regulations shall control.

Every landlord who rents a space for a manufactured dwelling or floating home is required to provide rules and regulations concerning the Tenant’s use and occupancy of the premises. The rules and regulations are designed to promote the convenience, safety or welfare of the Tenants; preserve the landlord’s property from abusive use; and make a fair distribution of services and facilities held out for the general use of the Tenants. The character of this Manufactured Home Park, and the pleasure of living in it, is significantly dependent upon the conduct of Homeowners and Neighbors. Accordingly, a violation of the rules and regulations may be cause for termination of a rental agreement.

**Section 2. Definitions**

**Community:** The Community is the same as the Park. See definition of “Park,” below.

**Guest:** A non-Tenant of the Park who stays at the Home of a Tenant.

**Home:** The manufactured home that the Tenant has the right to occupy within the Park. See also “Manufactured Dwelling,” below.

**Homeowner:** The Homeowner is the actual Owner of the Home. Homeowner means one or more persons, jointly or severally, in whom title to the Manufactured Dwelling is vested, and includes a mortgagee in possession

**Invitee:** Guests or visitors of a Tenant.

**Landlord:** “Landlord” means the owner, lessor or sublessor of the Park. “Landlord” includes a person who is authorized by the Park Owner, lessor or sublessor to manage the Park or to enter into a rental agreement on behalf of the Park.

**Oregon Residential Landlord and Tenant Act:** Those provisions of the Oregon Residential Landlord and Tenant Act compiled and issued by the Secretary of State, under Oregon Revised Statutes, ORS 90.100 through 90.875.

**Lot:** The Lot is the Space upon which Tenant’s Home is located. Accordingly, “Lot” shall have the same meaning as “Space,” as defined below.

**Management:** The individual or individuals authorized by the Landlord to manage the Park and who is/are responsible for the day-to-day management of the Park.

**Manufactured Dwelling:** “Manufactured dwelling” means a residential trailer, a mobile home or a manufactured home as those terms are defined in ORS 446.003. “Manufactured dwelling” includes an accessory building or structure. “Manufactured dwelling” does not include a recreational vehicle.

**Manufactured Home:** A “Manufactured Home” shall have the same definition as “Manufactured Dwelling.”

**Park:** Ridgewood & Sunrise MHPS

**Park Facilities:** Those areas and facilities of the Park generally open to Tenants, Tenant’s’ guests and invitees. This is not the same as the definition of Facility, since Facility is defined by law as meaning a manufactured dwelling park or a marina.

**Pets:** Any domesticated animal that is granted written permission from Landlord to be in a Tenant’s Home or Space. Assistance/Service Animals, as defined in any applicable laws pertaining to fair housing, are not defined as Pets.

**Prospective Tenant:** A person who desires to become a Tenant, but who is not yet a Tenant.

**Rent:** Any payment to be made to the Landlord or designated agent under the Rental Agreement, periodic or otherwise, in exchange for the right of a Tenant and any permitted pet to occupy a mobile home space to the exclusion of others. Rent does not include security deposits, fees or utility or service charges as described in ORS 90.315(4) and 90.510(8).

**Rental Agreement:** All agreements, written or oral, and value rules and regulations adopted under ORS 90.262 or 90.510(6) embodying the terms and conditions concerning the use and occupancy of a mobile home space. Rental Agreement includes a lease.

**Resident:** Resident shall have the same definition a Tenant.

**Security Deposit:** “Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.

**Set-Up:** Set-up is the act of placing the Home on the Space.

**Space:** The Space is that space, located within the Park, upon which Tenant’s Home is located.

**Tenant:** A person entitled under a validly executed, written Rental Agreement (including Park Rules and Regulations) to occupy a Home located within a Space within the Park, to the exclusion of others.

### **Section 3. General Matters**

**3.1. The Park.** These rules and regulations apply to the Manufactured Home Parks commonly known as Ridgewood & Sunrise MHPS

**3.2. Discretion.** Landlord shall have the sole discretion to decide when a violation of the Rules and Regulations has occurred and such decision shall be final as between the parties.

**3.3. Agency.** The Park may be represented by its Landlord. Landlord is vested with all legal rights and authority to enforce these Rules and Regulation on behalf of the Park and the Landlord.

**3.4. Enforcement.** Tenants, their invitees, guests and visitors shall comply with these Rules and Regulations, the terms and conditions set forth in the parties' Rental Agreement (including all Addendums thereto), and all applicable laws. Tenants recognize, however, that Landlord's ability to obtain compliance from Tenant, and other persons, is dependent upon a number of factors, including, without limitation, the cooperation of all Tenants, their guests and visitors. Therefore, Tenants agree that the enforcement of the Rules and Regulations, Rental Agreement, Addendums, and applicable laws is a private matter between Landlord and each Tenant individually.

**3.5. Violations.** Violations of these Rules and Regulations could result in the termination of Tenant's tenancy.

## **Section 4. Home Setup and Initial Required Improvements**

**4.1. Prior to Bringing Home to the Park.** Prior to bringing the Home into the Park, Homeowner shall (a) procure all required permits (including, without limitation, trip permits and siting permits), (b) procure Landlord's written consent to bring the Home into the Park, (c) provide Landlord with a current copy of the registration, title or other sufficient evidence of ownership or purchase rights, which indicates the legal owner's name and ownership status, any lien holder(s) and serial or ID number(s) to the Home, (d) provide Landlord with evidence of Homeowner's Insurance, and (e) execute a Rental Agreement (together with all Rules and Regulations, Addendums, and related documents). Tenant shall (a) keep this information current, (b) immediately advise Landlord of any changes to said information, and (c) promptly provide evidence of current ownership and lienholders when requested. Tenant's Home shall not be allowed inside the Park, and Tenant shall not occupy the Home or Space, in the Park, unless Landlord has approved Tenant and the Home (including, without limitation, condition, design and appearance of the Home), in writing. Landlord has the right to refuse to allow a Home into the Park.

**4.2. Home Dimensions.** Prior to siting any Home in the Park, Tenant shall provide to Landlord an accurate copy of the Home's floor plan. Homes must fall within, and shall not exceed, the minimum and maximum length and width limits associated with the Space upon which it is to be sited. Due to variations in Space size(s) and dimension(s), Landlord has the sole right to approve or disapprove of the Home's length, width and placement plan, prior to allowing the Home to be brought into the Park. Homeowner shall coordinate with Landlord to specifically locate the proper position of the Home relative to street and Space corners.

**4.3. Initial Notice.** Homeowner shall notify Landlord of Homeowner's intent to bring the Home into the Park, not less than 72 hours prior to bringing the Home into the Park and setting the same up.

**4.4. Acceptance of Premises.** Tenant acknowledges that he/she has carefully inspected the Space to be rented, and all of the Park's facilities, including the size and location of roads and points of ingress and egress. Tenant has found all of the foregoing items to be in every respect as represented by the Landlord to Tenant, whether verbally or in writing, and, to the extent there is, or has been, any inconsistency in any such description or representation, Tenant accepts them as they are.

**4.5. Delivery; Homeowner's Responsibilities.** Immediately following Homeowner's (or Homeowner's agent's) arrival at the Park for set-up, and prior to placing the Home on the Space, the Homeowner (or agent) shall provide to Landlord (a) the license number of the vehicle that is towing the Home, (b) the Home's identification number, and (c) the Home's color, model and dimensions. Landlord will instruct the driver and Homeowner where to Park the Home, pending set-up. Homeowner shall be responsible for siting and setting up the manufactured home.

**4.6. Disclosure of Required Improvements.** Tenant acknowledges receipt of Landlord's written statement disclosing the improvements the Park requires under the Rental Agreement. Landlord may require initial required improvements, in addition to those set forth in these Rules and Regulations, and any such additional initial required improvements shall be disclosed to Homeowner in accordance with any applicable law.

**4.7. Gutters.** Homeowner shall ensure that (a) gutters run the full length of the Home, and (b) downspouts are installed on the Home, within thirty (30) days of siting the Home in the Park.

**4.8. Skirting.** Homeowner must install skirting on the Home. All skirting must (a) be specifically manufactured for manufactured homes, (b) match the color scheme of the Home, and (c) extend around the entire Home and any approved decks. Homeowner's arrangements and plans for the prompt installation of proper skirting must be approved by Landlord, in writing, prior to delivery of the Home into the Park, as well as prior to any installation or change in, of, or to the skirting. The initial skirting installation shall be completed, within thirty (30) days of siting the Home in the Park.

**4.9. Hitches.** Home towing hitches must be removed within thirty (30) days after the Home is delivered to and set upon the Space. This applies to new homes brought into the park.

**4.10. Temporary Steps.** Temporary steps must be removed and replaced with permanent steps, not later than thirty (30) days after step-up.

**4.11. House Number.** All Homes shall display a house number.

**4.12. Paint Color.** Landlord has the right of approval of the exterior color of any painting of the Home, and may deny paint color changes if said change creates an inconsistent appearance with other Homes in the Park.

**4.13. Space (Lot).** Homeowner – not Landlord – is responsible for topsoil, site preparations, foundation stability, final grading, settling, draining, gravel and location (or, if applicable, relocation) of any utilities, unless agreed to the contrary, in writing, by Landlord.

**4.14. Required Improvements; Compliance.** Except as otherwise set forth herein, or in any other disclosure of initial required improvements, all initial required improvements must be completed within thirty (30) days of move in. All set-up, all connections (including, without limitation, electrical, sewer, water, telephone, gas [if present and available], and cable), and placement of the Home (including, without limitation, anchoring) shall be made in conformity with all applicable laws, all applicable building codes, the Park's Statement of Policy, the parties' Rental Agreement, these Rules and Regulations, and any applicable Addendum(s). If Landlord provides any direction(s) regarding set-up, then Homeowner shall comply with Landlord's directions.

**4.15. Damage.** Homeowner shall be responsible for any damage Homeowner and Homeowner's agents cause to any lots, streets, landscaping, common areas, and any other portion of the Park, or other Tenants, Guest's and/or Invitee's persons and property, and shall reimburse Landlord for any damages caused thereto by Homeowner or Homeowner's agents.

## **Section 5. Additional Improvements and Standards**

**5.1. Alterations.** Homeowner must procure Landlord's approval of any temporary or permanent alterations to the Home or Space, prior to any construction or installation (including, without limitation, painting, color changes, and/or the installation, modification, or removal of any shed, carport, fence, screen, or accessory structures). Landlord may, at its sole discretion, remove any structure erected or installed in violation of this provision, at Homeowner's expense, during the tenancy, or upon conclusion of the tenancy.

**5.2. Windows.** Aluminum foil is not permitted in any window or door. Window tinting is acceptable. Uniform sunscreens or tinted windows are allowed.

**5.3. HVAC.** If Homeowner desires to install air conditioning units or evaporative coolers, then said items shall (a) only be installed on the roof of the Home, (b) not be visible from any street, (c) not be accompanied by any visible ductwork, (d) be maintained in good working condition, at all times, (e) not create any noise or vibration that interferes with other Tenants quiet use and enjoyment of their Homes or Spaces, and (f) not be installed without Landlord's prior written approval. No such air conditioning units or evaporative coolers shall be installed elsewhere on any space without Landlord's prior written approval.

**5.4. Awnings, Steps, Decks.** All Homes must have awnings, steps and decks. All awnings, steps and decks must be constructed, placed and installed in conformity with all applicable laws and codes. Landlord expressly reserves the right to specify and approve, on a case-by-case basis, the size and specifications for awnings, steps and decks. Awnings, permanent steps and permanent decks must be installed within thirty (30) days following set-up of the Home, unless other arrangements have been made in writing with Landlord. Tenants must procure Landlord's prior written approval for awning, step and deck sizes and placement, prior to the installation of the same.

**Awnings.** Awnings are to be installed on patio and carport sides of the Home and must be the full length of the existing concrete slabs on each side. Awnings are to be installed flush with the front of the Home on each side.

**Steps and Decks.** Steps with approved hand railings are required on all Homes at the front door. All steps and decks must have handrails installed in accordance with any applicable building code and/or other applicable law. Built-up decks with railings may be installed at the front door, but must have prior written approval from Landlord as to size, location and construction material. Steps at the back door are required, and must also have prior written approval from Landlord as to size, location and construction material. While temporary steps may be used during the first thirty (30) days following placement of the manufactured home on the Space, they must be removed, and replaced with permanent steps, prior to expiration of said thirty (30) days. All steps and decks shall be constructed from concrete, cedar or pressure treated wood. All steps and decks shall be maintained in good condition and appearance.

**5.5. Exits.** No less than two, legal, fully functional exits are required for each Home.

**5.6. Storage Sheds.** Only one (1) storage shed (a.k.a., "storage cabin") per Space is permitted, unless prior written approval for an additional storage shed is obtained from Landlord. The storage shed shall not be installed without Landlord's prior written approval of the materials, dimensions, appearance and location. Storage sheds should match the Home, to the maximum extent reasonably possible, and can be either custom-built or aluminum manufactured. No storage shed shall be larger than 120 square feet in size or more than 8 feet high. The storage shed must be placed on the carport side of the Home, behind the concrete driveway slab, unless prior written approval is obtained from Landlord.

**5.7. Fences.** Fences are not permitted in the Park or on the Space, without Landlord's prior written consent. Any fence permitted by Landlord shall be no higher than six feet, including ornamental trim, and shall not be in front of the Home. Landlord may further limit fence height or design, at Landlord's sole discretion, if doing so reasonably benefits the appearance of the Space or Park. Further information may be obtained at the Park office.

**5.8. Pipes.** All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above-ground plumbing must be connected to an underground shut-off/gate valve that is accessible and maintained in good working order at all times. Homeowners will be responsible for any repairs and expenses associated with broken or frozen pipes serving their homes. Irrigation is the responsibility of the Homeowner.

**5.9. Mailboxes.** Mail is delivered by the United States Postal Service to your mailbox. If a key is needed for access to a mailbox, management will provide Tenant with an initial key. If key is lost, Tenant will be charged for the replacement.

**5.10 Reasonable Modifications.** Landlord reserves the right to make reasonable modifications to the improvements and standard requirements contained herein, in order to accommodate special circumstances, or the terrain or features of the Park or individual Spaces.

## Section 6. Home and Space Maintenance

**6.1. Maintenance.** Homeowner shall, at all times (a) maintain the Home and Space (including, without limitation, the yard, driveway, landscaping, and all other appurtenant structures on the Space) in a clean, neat manner, in order to reflect an attractive and well-kept appearance, and (b) prevent the visual or physical deterioration of the Home and Space, including paint and repairs.

**6.2. Cleanliness.** Homeowner shall promptly remove, and prevent the accumulation of, garbage, trash, rubbish and other debris. Only standard outdoor lawn and patio furniture and barbecues are permitted on any patio, deck or in the yard. No towels, rags, rugs, carpets, clothing or laundry of any description are permitted to hang outside of the Home, storage shed or Space to dry, air, or for any other purpose. Clotheslines, and clothesline poles, are absolutely prohibited. Articles of clothing, linens, rugs and analogous items must not be draped over deck railings or otherwise left outside the Home. Anything which creates a threat to health and safety shall not be permitted on the Space. Any seasonal or holiday decorations must be removed (taken down) within 30 days of the day or event. This will include, but not limited to, window decorations, interior and exterior lighting, and yard and tree displays. No basketball hoops, wading or swimming pools may be erected on any Space, streets or common areas. Tenants are responsible for keeping the streets and gutters in front of his/her Space clean and free of debris. All concrete and paved surfaces shall be kept clean and maintained free of oil, grease, petroleum, antifreeze or other sticky substances.

**6.3. Trash and Garbage Disposal.** Tenant shall place garbage and trash in a garbage can and (if applicable) recycling containers, and shall place any such can/containers at the curb for collection. Garbage cans and (if applicable) recycling containers should not be put out earlier than the night before collection and should be taken back on the day of collection. If items are too large for collection, or are hazardous materials, then Tenant shall take said large/hazardous items to the appropriate dump or waste disposal site.

**6.4. Patios and Carports; Storage.** All personal property must be stored in a storage shed or inside the Home, and shall not be left on the Space, common areas, or any other area, except as allowed hereby. For purpose of this paragraph, personal property includes, but it not limited to, upholstered furniture, boxes, trunks, wood, pipe, bottles, ladders, paint cans, trailers, ironing boards, brooms, mops, refrigerators, washers, dryers, deep-freeze, trash, tools, toys, gardening equipment, firewood, motor vehicle parts, sporting goods, or such other items which are unsightly in appearance or are not designed and intended to be stored outside. No material of combustible, explosive, volatile, poisonous, gaseous, noxious or corrosive nature shall be stored anywhere on the Space, except ones customarily used for normal household purposes, and then only (a) in quantities reasonably necessary for normal household purposes, and (b) in a manner consistent with these Rules and Regulations.

**6.5. Landscaping.** Tenants are responsible for landscaping their lots. Spaces must be kept free of weeds and debris at all times. All trees, shrubs and bushes must be trimmed in a manner that (a) maintains an attractive shape, (b) prevents such plants from blocking any neighbor's view, (c) does not restrict any person's vision or field of view when exiting driveways, (d) does not contact any neighbor's Home or awning. The trimming and maintenance of all trees and shrubs must be in such a manner that prevents them from developing a root structure that causes cracking, buckling or otherwise interferes with the streets, driveways, or other Park facilities. Tenants will not trim trees or shrubs or Park property other than his/her Home site without Landlord's written permission. All landscaping improvements made to the Space shall, upon termination of the tenancy, become the property of Landlord, except as agreed to in writing by Landlord.

**6.6. Extensive Digging and Excavation.** No extensive digging or excavation of any kind can be done without written permission from the Landlord. This Park contains extensive underground facilities that may be damaged or interfered with, as a result of digging or excavation. Further, the existing draining pattern and grading of the home site may not be changed without Landlord's written consent.

**6.7. Trees.** Trees that are located in the commons areas in the Park will be trimmed at the Park's expense. If Tenants have trees on their space, then Tenant must trim their own trees, at their expense. Notwithstanding the foregoing comments, Landlord (a) will maintain a tree that is a hazard tree, that was not planted by the current Tenant, on the Space, if the Landlord knows or should know that the tree is a hazard tree; (b) may maintain a tree on the Space to prevent the tree from becoming a hazard tree, after providing Tenant with reasonable written notice and a reasonable opportunity to maintain the tree; (c) has discretion to decide whether the appropriate maintenance is removal or trimming of the hazard tree; and (d) is not responsible for maintaining a tree that is not a hazard tree or for maintaining any tree for aesthetic purposes. Tree management is in accordance with tree statute, **ORS 90.727**.

**6.8 Absences; Landlord's Right to Maintain.** During extended absences, Tenant must make arrangements for the care and maintenance of the Space and Home. If Tenant does not maintain the landscaping at the Space then Landlord may, at Landlord's sole discretion, perform whatever landscape maintenance is reasonably required at a charge to the Tenant of \$\_\_\_\_ per hour (\$25.00 per hour, if left blank). Landlord reserves the right to increase the foregoing landscape maintenance charge with a ninety (90) day written notice. If Tenant continuously or repeatedly fails to maintain the Space, Landlord reserves the right to terminate Tenant's tenancy.

**6.9. Signs.** Tenant shall not place, install or display any signs on or upon the Home, Space, or any portion thereof, other than Tenant's name and Space number. However, political signs or "for sale" signs, no larger than 8" x 24," may be placed in the window and on the dwelling. A "for sale" brochure box is allowed.

**6.10. Utility Service and Lines.** All utility lines, such as water, gas, electric, etc., from the Home to the meter and sewer line from the Home to the main line are the property of, and shall be maintained by, the Tenant. The Tenant is responsible for the maintenance of the utility connections from any outlets furnished by the Landlord pursuant to ORS 90.730 to the unit. All Home wiring and plumbing must comply with local and state requirements. Tenant is not permitted to alter, tamper with or repair any Park electric, water, sewer, television or telephone facility, service connections or equipment. Because of the potential for detrimental effects upon the health and safety of Tenants and property, Landlord may terminate Tenant's tenancy if Tenant is found tampering with these utility services. Any costs for repair of the utilities resulting from such tampering will be billed to, and paid by, the Tenant. Tenant shall promptly report any disruption in, or turning off of, Tenant's utilities to Landlord. To prevent clogged sewer lines, do not flush paper towels, sanitary napkins, cigarette butts, cooking grease, or other dissolvable material or foreign objects down toilets, sinks or garbage disposal. The cost of clearing stoppages or repairs of sewer lines caused by Tenant's negligence or improper usage or intentional misuse are the responsibility of the Tenant and, if performed by Landlord, will be billed to and paid by the Tenant.

**6.11. Communication Antennas and Satellite Dishes.** Cable TV is mandatory, provided by the park and billed to the Tenants. TV and communication antennas must be mounted on the back of Home and the top of any such antenna shall not exceed 24" above the Home's roof. No antenna wire shall be exposed outside the Home. No ham, CB radios, or other radio transmitters are allowed in the Park. Each Tenant may erect no more than one satellite TV dish on the space, the maximum diameter of which shall be 18 inches. Tenants must obtain advance written approval from Landlord for the location and installation of the dish. Before beginning installation, the Tenant must submit a drawing of the Space, showing the intended location of the dish in relation to all other improvements on the Space. Landlord recognizes that the dish must be located so that it may receive an optimum signal from the satellite. However, the Park will condition its approval for the placement of the dish on the Space on its being unobtrusive. Accordingly, Landlord may require screening in the form of plants or other materials to make the dish inconspicuous. Whenever possible, dishes shall be located so they are not visible from streets or common areas.

## Section 7. Conduct

**7.1. Homeowner Occupancy.** All Homes must be Homeowner occupied.

**7.2. Tenant's Responsibility.** Tenant shall comply with all applicable laws and is responsible for the actions of other occupants of the Home, guests and invitees. Tenant shall, at all times, accompany any guests or invitees, whenever said persons are using the facilities or common areas of the Park.

**7.3. Duty to Acquaint:** It is the Tenant's duty and responsibility to acquaint all of Tenant's occupants, guests, invitees, visitors, vendors, agents and contractors to his/her Space with these Rules and Regulations. Tenant shall be responsible for the conduct and acts of all Tenants occupants, guests, invitees, visitors, vendors, agents and contractors.

**7.4. Guests.** Prior to staying in the Park, no matter the length of any such stay, guests shall first register with the Landlord by delivering to the Park Manager a written statement giving the guest's name, vehicle information (plate no., model, year) and duration of stay. Tenant shall not allow any guest to stay in Tenant's Home for more than fourteen (14) days in any twelve month period (whether consecutively or cumulatively). For purposes of this section, "staying in Tenant's Home" (a) means presence in the Home for a substantial amount of time, whether during the day or overnight, (b) applies to guests, relatives and babysitters, and may (but does not necessarily) include receipt of mail at the Home or Space. Landlord may instruct guests to leave the property and may bar guests from returning to the Home, Space and Park for any reason, including, without limitation, substantially interfering with the quiet enjoyment or comfort of any Tenant, the management of the Space, Park and common areas by Landlord, or damaging, defacing, or destroying any property belonging to the Park or its Tenants. Tenant will not employ any person or persons in or about the Premises whose employment may, by law, constitute or create a liability on the part of Landlord.

**7.5. Peaceful Enjoyment.** Tenant, and Tenant's guests and invitees, shall (a) behave, and require persons on the premises with the consent of the Tenant to behave, in a manner that does not disturb the peaceful enjoyment of the premises, other Spaces, or common areas by neighbors; (b) respect the peace of the Park and see that its guests do the same; (c) not cause or allow any unreasonably loud or disturbing noises, whether resulting from parties, radios, televisions, stereo equipment, musical equipment, chain saws, motorcycles, yelling or analogous items or conduct. No one will carry on any obnoxious or offensive activity which may become an annoyance or nuisance to the Park and the persons in the Park. The use or display of fireworks, bow and arrows, firearms, BB guns, pellet guns, knives, or other potentially dangerous devices is not permitted in the Park.

**7.6. Harassment.** Tenants, occupants, and guests shall not interfere with the Landlord's management of the Park. Tenants, occupants and guests shall not verbally or physically threaten, harass, assault, batter, abuse, yell at, scream at, solicit sexual acts from, offer sexual acts to, display lewd behavior toward or in the presence of, and/or intentionally intimidate, the Landlord, Park Owner, and/or persons representing and/or assisting the Landlord or Park Owner, including, without limitation, employees, agents, contractors, subcontractors, repair or maintenance personnel.

**7.7. Entry.** Tenant shall not unreasonably withhold consent from the Landlord to enter Tenant's Space. In case of an emergency, the landlord or landlord's agent may enter the rented space without consent of the Tenant, without notice to the Tenant and at any time. "Emergency includes but is not limited to a repair problem that, unless remedied immediately, is likely to cause serious damage to the premises."

**7.8. Tenant Use Only; Use Restrictions.** The Home and Space shall be used for Tenant purposes only. Tenant shall not use the Home, Space or Park for any business purpose, including, without limitation, the advertising and/or sale of goods or services (further including, without limitation, daycare or babysitting services). Tenant agrees not to use or allow the use of the premises in any manner that will increase the risk or rate of insurance or cause cancellation of any insurance policy covering the premises.



**7.9. Solicitors and Solicitation.** Solicitors, vendors, peddlers, distributors of advertising material, and analogous persons or entities, shall not be permitted anywhere within the Park, for the purpose of conducting acts related to their status as solicitors, vendors, peddlers, distributors of advertising material, and analogous persons or entities, without the prior written approval of Landlord. Please report any violation of this rule to Landlord.

**7.10. Yard Sales.** Yard sales, carport sales or garage sales are allowed only with Landlord's prior written consent, and only for the sole purpose of disposing of Tenant's personal property on a non-commercial basis. Tenant shall ensure that no other Tenant is inconvenienced by excessive traffic or blocking access to their driveways. All clean up after a yard/carport/garage sale must be completed within twenty-four (24) hours of the termination of the sale, without exception.

**7.11. Common Areas.** Tenants and Tenant's guests and invites shall only use the Park's common areas for the purposes for which they were intended and may not conduct in any common areas any activities which would not be permitted on Spaces.

**7.12. Facilities and Amenities.** The Park property, including common areas, is for the use of the Tenants and their guests/invitees. Facilities and amenities, including, without limitation, any pools, fitness rooms, clubhouses, hot tubs, spas, business centers, computer rooms, and/or recreational facilities (hereafter, "Amenities") are made available to Tenant as a revocable privilege and license, and not as a contractual right. Said privilege is made expressly contingent upon Tenant's compliance with all terms and conditions contained within the parties' Rental Agreement, together with any Addendums thereto, and with any posted rules or regulations. Said privilege may be revoked by Landlord at any time for any lawful reason, including, without limitation, Tenant's breach of any of the terms, conditions, rules or regulations contained in the parties' Rental Agreement, Addendums, and/or rules/regulations. Landlord further reserves the right to set the permissible times for use of any Amenities and to change the character of, limit the use of, and/or terminate any Amenities, without notice, based upon the needs of Landlord, and no such limitation, change or termination shall constitute a breach hereof. Tenant shall be responsible for the cost of any damage, replacement or repair of Park property and facilities caused by the careless, negligent use or intentional misuse by the Tenant, Tenant's occupants, guests or invitees. Any such costs will be billed to the Tenant. Tenant's failure to pay for the cost of any damage, replacement or repair, as and when billed to Tenant, may result in the termination of the Tenant's tenancy. The Park is not responsible for loss due to fire, theft, accident, injuries, floods or any act of God beyond the Park's control. The separate Rules and Regulations posted in the laundry room or recreational areas governing the use of these facilities, where applicable, are incorporated into these Rules and Regulations by reference, as though set forth herein.

**7.13. Assignment and Subletting.** Assignment and subletting are expressly prohibited.

**7.14. Applicants.** Any person who is not a Tenant, and who desires to become a Tenant shall, **prior to moving into the park** (a) submit an application for tenancy, (b) be screened in accordance with the Park's screening criteria (including, without limitation, screening the applicant's credit, rental and criminal history), and, (c) if approved by Landlord, execute a Rental Agreement package, prior to residing in the Home or Park. The criteria upon which approval is or is not given are as follows, and an applicant's failure to satisfy any one of these criteria shall constitute a good and adequate basis for rejection of the application: (1) prior rental references; (2) credit references; (3) employment status; (4) ability to pay rent and other expenses arising under the Rental Agreement with the Park; (5) criminal records (including indictments, convictions and any currently unresolved charges); (6) the presence of pets; (7) the availability of information required under the Park's application for tenancy.

**7.15. Occupancy Guidelines.** Unless otherwise required by any applicable law, the total number of permanent Tenants in any Home shall not be greater than two per bedroom in the Home.

**7.16. Criminal Activity.** Tenant, members of Tenant's household, Tenant's guests and invitees, and all other persons under Tenant's control shall not engage in criminal activity, including, without limitation, drug-related criminal activity, on in, on or near the Home, Space or common areas. "Drug-related criminal activity" includes, without limitation, the illegal use, possession, manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute, or use a controlled substance. The parties expressly acknowledge that federal law, including, without limitation, the Controlled Substances Act, (a) categorizes all marijuana as a Schedule I substance; (b) prohibits the manufacture, distribution, or possession of marijuana; (c) takes precedence over the Oregon Medical Marijuana Act; and (d) does not require Landlord to accommodate the use of marijuana by Tenant(s) or guests, even if they are current medical marijuana users. Tenants shall comply with all federal drug laws, including, but not limited to, those governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law (a) shall constitute a material violation of this Rental Agreement, and (b) may, at Landlord's sole option, result in the termination of Tenant's tenancy. **Growing marijuana in the Park is prohibited.** Notwithstanding the foregoing comments, disabled Tenants who are registered medical marijuana users should not feel discouraged to request reasonable accommodations. Tenant, any member of Tenant's household, or an invitee or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Home, Space or anywhere else in the Park. There shall be no displaying of weapons in the Park by Tenant, any member of Tenant's household or Tenant's invitees. Tenants or Tenant's invitees shall not commit, or allow to be committed, any nuisance or waste on the Premises.

## **Section 8. Vehicles and Parking**

**8.1. General.** All vehicles operated in the Park must be properly licensed, registered and operable. A motorcycle is considered a vehicle.

**8.2. Vehicle Limits.** Each Space can accommodate a maximum of two vehicles. In no event shall Tenant park more than two vehicles in Tenant's Space without written approval from Management. The parking configuration for each Space (i.e., whether vehicles must be parked one behind the other, side by side) may vary from one Space to the next. Tenant shall comply with Landlord's instructions regarding the parking configuration. The parking of two vehicles is further limited, as follows: Only passenger-type cars, mini-vans and pickup trucks without campers (camper shells no higher than the cab are accepted), may be driven or parked in the Park.

**8.3. Parking Location.** Tenants and their invitees must use their own designated parking area for their vehicles. No one shall park his/her/their vehicle in any other Tenant's parking area, unless the Tenant granting permission to use his parking Space has filed with the Park office a written, signed document, advising which Tenant has the permission to use his/her parking Space. **NO PARKING IS ALLOWED ON STREETS**, except for designated parking areas or temporary loading and unloading, unless prior written consent is obtained from Landlord. For temporary loading or unloading of a travel unit or moving van/trailer, street parking shall be limited to a maximum of one hour in any 24 hour period. No parking is allowed on the patio, deck, lawn, sidewalk, or any landscaped area at any time. No vehicle shall be parked in any empty space. However, if Tenant is having a gathering or party, Tenant may request, no less than one week in advance of any such gathering or party, written permission from the Landlord to park in one or more empty spaces.

**8.4. Prohibited Parking.** No parking of boats, watercraft, campers, camp trailers, utility trailers, motor homes, recreational vehicles, trucks over  $\frac{3}{4}$  ton, commercial vehicles, all-terrain vehicles, dirt bikes, go-carts and analogous vehicles is allowed anywhere in the Park.

**8.5. Licenses; Inoperable Vehicles.** Inoperable or improperly licensed vehicles are not allowed in the Park or on any Space at any time. Any vehicle that has not moved, under its own power, for ten (10) consecutive days may be deemed as an inoperable vehicle. Tenant must immediately remove from the Park any vehicle that is not properly licensed.

**8.6. Repairs and Modifications.** No painting of vehicles or mechanical work of any kind is to be performed upon any vehicle in, on or upon any carport, street, driveway or parking space. The draining or installation of any oils, lubricants, petroleum distillates, and other fluids, into or out of vehicles, is prohibited.

**8.7. Damage.** Tenants shall be liable for any damage to carport, street, driveway, parking space or other portions of the Space or common area caused by leaks from Tenant's vehicles, and Tenant's guest's vehicles.

**8.8. Towing.** Violation of these parking rules can result in the vehicle being towed away at Tenant's sole expense. Tenant will be given a 30 day notice prior to towing.

**8.9. Motorcycles and Bicycles.** For purpose of this section, motorcycles are regarded as vehicles and subject to all of the Park's traffic regulations. Violations of the traffic regulations and the rules set forth herein can result in Landlord's denial of, or withdrawal of permission to, drive motorcycles or bicycles in, on or upon any portion of the Park. Motorcycles belonging to Tenants will only be permitted in the Park, if they (a) do not, in the sole opinion of Landlord, emit excessive noise or fumes, (b) are used solely for transportation, and (c) are currently licensed to be operated on the highways of Oregon. Motorcycles entering or leaving the Park must be driven by the most direct route between the Park's entrance and Tenant's Home. All such motorcycles shall be equipped with mufflers or other necessary noise suppressing devices. No mechanical work is to be performed on motorcycles anywhere within the Park.

Bicycles must only be ridden on the streets and not on sidewalks, grass, common areas or vacant areas. If riding at night or at dusk, bicycles must be equipped with a light on the front and a reflector on the rear.

**8.10. Traffic and Speed Signs.** The Park speed limit is 10 mph and must be observed at all times to protect the Tenants, children and invitees in the Park. Notwithstanding the foregoing speed limit, all vehicles must be operated in a safe, courteous and cautious manner at all times. Pedestrians, golf carts and bicycles shall be granted the right-of-way by operators of automobiles, trucks, motorcycles and analogous vehicles. No motorized vehicles may be operated within the Park by any person who is not legally licensed to do so.

**8.11. Prohibitions.** Landlord reserves the right to prohibit the use of any vehicle within the Park if these rules, or any applicable signage, are not obeyed.

## **Section 9. Pets**

**9.1. Introduction.** Landlord acknowledges the attachment a person can have for a well-trained and well-behaved pet. However, a careless or inconsiderate pet owner can spoil an otherwise pleasant living environment. Because of the nature of mobile home living, Tenants are required to sign a "Pet Agreement" as a condition precedent to having a pet or additional pet. The Pet Agreement is incorporated into these Rules & Regulations as though fully set forth herein.

**9.2. Approval; Definition.** Pets are strictly prohibited without Landlord's written authorization. Tenant shall apply to Landlord for the right to house a pet, and must receive written approval prior to having a pet. Pets are defined as any animal, mammal, fowl, or reptile capable of doing property damage, causing personal injury, or causing a disturbance. Exotic pets, which might include, but not limited to reptiles and farm animals, are not allowed.

**9.3. Control.** Pets shall be under control of Tenants, and on a leash, at all times, whenever the pet is outside the Home. Pet runs, pet houses, and pets living outside the Home are expressly prohibited. Tenant shall never leave a pet tied up outside of the Home, or restrained and/or fenced in anyway on the Tenant's decks, patios, carports or other portions of the Space. All pets in the community must have a tag or other form of identification on its collar, showing the name and telephone number of the homeowner responsible for the pet. All pets must have valid licenses and proof of current rabies vaccination.

**9.4. Cleaning.** Tenant must immediately clean up, remove and properly dispose of any excrement from any pet, whether on Tenant's Space, any other Tenant's Space, or any common area. Notwithstanding the preceding sentence, Tenant should not allow Tenant's pet to urinate or defecate, or enter upon, any other Tenant's Space or property.

**9.5. Guests.** Guests are not permitted to bring their pets into the Park, unless said Guest and the Tenant procures prior written approval from Landlord. In the event any such approval is granted, Guest shall be bound by the same rules and regulations (and all other terms and conditions) governing Tenant's pet rights and obligations.

**9.6. Revocation; Termination.** Permission to keep any pet may be revoked, and Tenant's tenancy may be terminated, in accordance with applicable law, if the pet is noisy, unmanageable, and unruly, disturbs other Tenants or guests, injures a person, injures another animal, damages the Space or Common Areas, or otherwise violates any Pet Addendum.

**9.7. Assistance and Service Animals.** This section does not apply to assistance or service Animals, which may be treated differently under applicable laws, but which may require Tenant's execution of an Assistance or Service Animal Addendum, as a condition precedent to having an assistance or service animal (depending upon the law and facts relating to each Tenant's unique scenario).

## **Section 10. Termination**

**10.1. By Tenant.** Tenants on a month-to-month Rental Agreement who desire to terminate their tenancy shall serve a written termination notice to Landlord, containing a specific termination date, no less than thirty (30) days prior to the date designated in the notice. If Tenant is subject to a fixed term lease, and vacates the Space prior to the natural lease expiration date, then Tenant may be responsible for rent and other charges for the remainder of the lease term. However, Tenant may terminate a fixed term lease, on its natural lease expiration date, by serving a written termination notice to Landlord, containing a specific termination date, no less than thirty (30) days prior to the date designated in the notice, and containing a date no earlier than the natural lease expiration date.

**10.2. By Landlord.** Any violation of the Rules and Regulations shall be deemed a material violation of the Rental Agreement and good cause for termination of tenancy. Proof of the violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Further, Landlord may terminate Tenant's tenancy in accordance with any applicable law, and nothing contained herein shall constitute a limitation or waiver of said right.

**10.3. Default:** A violation of the Rental Agreement, these Park Rules and Regulations, any Addendum or any applicable law shall constitute a material non-compliance and sufficient cause for termination of Tenant's tenancy. In the event of any default in the Tenant's performance of any terms or conditions contained in the Rental Agreement, these Rules and Regulations or any Addendums, Landlord shall be entitled to any and all remedies provided by Oregon law, and no remedy set forth in the foregoing documents shall constitute a limitation upon said remedies.

## Section 11. Sale of Home; Removal of Home

**11.1. Right to Sell; Notice to Landlord.** Tenant may sell the Home at any time in accordance with (a) the terms and conditions set forth in the Rental Agreement, (b) these Rules and Regulations, and (c) all applicable laws. Tenant must, however, give Landlord written notice when home is listed or placed on the market, no less than thirty (30) days prior to the sale. In the event the Tenant receives an acceptable offer to purchase the home, Tenant is required to notify landlord of the terms and conditions of the offer within twenty four (24) hours.

**11.2. Screening and Approval.** Landlord reserves the right to screen any prospective purchaser of the Home from Tenant, if said purchaser is a prospective Tenant of the Park (i.e., the Home will remain in the park). Unless the purchaser of the Home is already a Tenant of the Park (pursuant to a valid, existing Rental Agreement), then purchaser shall not occupy the Home, unless and until the Purchaser has been approved as a Tenant of the Park, and has fulfilled all other conditions precedent of becoming a Tenant of the Park, including, without limitation, executing a complete Rental Agreement package. As allowed by the Oregon Tenant Landlord and Tenant Act, Landlord's approval may be conditional upon Tenant making certain repairs to the Home, its appurtenances, and/or accessory structures. If the prospective Tenant is not approved, Landlord can exercise its rights under the Oregon Tenant Landlord and Tenant Act, to require the removal of the Home.

**11.3. Failure to Comply.** IF THE BUYER FAILS TO COMPLY WITH THESE REQUIREMENTS PRIOR TO CLOSE OF SALE, HE/SHE SHALL HAVE NO RIGHT TO BECOME A TENANT IN THE PARK. The same requirements listed above for a new buyer shall also apply to any and all person(s) who are not listed as Tenants in the parties' current, existing Rental Agreement and who want to become a Tenant of the Park. The Rental Agreement and Rules and Regulations signed by the new Tenant(s) may differ in their terms and provisions from the Rental Agreement, Rules and Regulations and any other agreements that are now in effect.

**11.4. Removal of Home.** Tenant shall give Landlord no less than thirty (30) day notice before removing the Home from the Space and Park. Prior to removing the Home, all rents for the Space, utilities and services must be paid in full, unless waived by the Landlord. On termination of the Rental Agreement, Tenant will remove the Home and remove any improvements to the Space which Landlord requests be moved or removed. Tenant is responsible for any damages caused to the Space, other Spaces, streets, or any portion of Park during the removal of the Home and shall reimburse Landlord and other Tenants, as appropriate, for any loss suffered.

## Section 12. Abandonment and Surrender

**12.1. Tenant Not to Abandon.** Tenant shall not vacate or abandon the Space or the Home located thereon at any time, without (a) serving Landlord a valid Notice of Termination, in accordance with applicable law, and (b) paying Landlord all outstanding amounts due and owing with respect to the tenancy.

**12.2. When Abandonment is deemed to Have Occurred.** With respect to the provisions of ORS 90.675, Tenant shall be deemed to have abandoned the Home if any of the following conditions occur: (a) the tenancy has ended by termination or expiration of a Rental Agreement or by relinquishment or abandonment of the Premises and Landlord reasonably believes under all the circumstances that Tenant has left the personal property upon the Premises with no intention of asserting any further claim to the Premises or to the personal property; (b) Tenant has been absent from the Premises continuously for seven (7) days after termination of a tenancy by a court order that has not been executed; or (c) Landlord elects to remove the personal property pursuant to ORS 105.161.

**12.3. Landlord's Obligation.** If Tenant abandons the Home for any reason, Landlord may store, sell or dispose of abandoned personal property as provided in ORS 90.675 or any other applicable law, unless the parties' agree to the contrary.

**12.4. Surrender.** Upon the expiration or prior termination of his/her Agreement, Tenant shall surrender the Premises in as good a condition as the beginning of his/her term and Tenant agrees to remove Tenant's Home at Tenant's sole expense.

## Section 13. Dispute Resolution

**13.1. Tenant Suggestions/Complaints.** All suggestions/complaints must be in writing, signed and hand delivered or mailed to manager's home.

**13.2. Meeting Requests.** If a dispute arises under this Agreement or the Park Rules and Regulations, Tenant may request a meeting with the Landlord to discuss the dispute. Tenant's request must be in writing and must explain a nature of the dispute. If said request contains a meritorious complaint, then Landlord will then meet with Tenant, within 10 business days of receipt of the request. If the informal meeting does not resolve the matter, either party may request mediation.

**13.3. Mediation.** Either Tenant or Landlord may request mediation of a dispute by notifying the other party in writing. Within 15 days of receipt of such a request, both parties shall attempt to agree upon a mutually satisfactory mediator. The parties and the mediator will select the time and place within 15 days of the mediator's selection in an attempt to mediate the dispute. The mediator will select the time and place for the meeting and may, at his or her option, select another mediator for assistance. The parties and mediator will conduct the mediation with the intent that the matter is jointly settled at the time and a written agreement between the parties will be drafted and signed. If either party does not agree with the solutions, either party may then request that the matter proceed to arbitration. If there is a cost for the mediation it shall be shared equally between Landlord and Tenant.

**13.4. Arbitration.** Any dispute that is not resolved through mediation may be submitted to arbitration. Both parties shall attempt to agree on a single arbitrator. If the parties are unable to do so, each party shall select its own arbitrator; the two chosen arbitrators shall then select a third arbitrator. The costs of arbitration shall be shared equally by the parties. The arbitrator(s) will schedule and conduct a hearing. Within 10 business days of the arbitration hearing, the arbitrator(s) shall serve written notice of the decision on the parties. The arbitration decision shall be final and binding in accordance with Oregon Law. Notwithstanding the foregoing comments, if the parties do not want the arbitration to be final and binding, then any agreement that the arbitration not be final and binding must be in writing and signed by the parties, in order to be effective. Further, the parties may jointly agree, in a writing signed by the parties, to forego arbitration and to file a civil action in a court of appropriate jurisdiction.

**13.5. Failure to Pay.** The failure of a party to pay any advance deposit, fee or charge required by a mediator or arbitrator shall be deemed a waiver of the non-paying party's right to mediate or arbitrate.

**13.6. Exceptions.** The foregoing mediation and arbitration provisions shall not apply to (a) Park closures, (b) sale of the Park, (c) rent (including, but not limited to, amount, increase or non-payment of rent), (d) matters for which a non-curable notice of termination may be given to a Tenant under Oregon Law. Further, all eviction matters shall be subject to the sole jurisdiction of the courts of appropriate jurisdiction.

**13.7. Co-Existent Rights.** Landlord reserves the right to serve a notice of termination, whether prior to any party asking for Alternative Dispute Resolutions ("ADR") or after either party has asked for ADR. Entering into ADR does not mean that the Landlord has a duty to permit or waive any violations of Oregon Law, the Park Rules and Regulations or the Rental Agreement. If, after issuance of a notice of termination, Tenant fails or refuses to request ADR of the matter prior to the expiration of said notice of termination, and Landlord files an eviction action, Tenant shall be conclusively presumed to have waived the right to thereafter request ADR.

## Section 14. Amendment of Rules

Landlord reserves the right to amend, revise and/or add additional rules and regulations, pursuant to Oregon law.

## Section 15. Miscellaneous

**15.1. Headings.** The section headings are inserted herein only for convenience and are not intended to define or limit the scope, content or intent of any clause contained in the Rental Agreement, these Rules and Regulations, or any Addendums or related documents.

**15.2 Purpose.** Tenant acknowledges and agrees that these Rules and Regulations (a) promote the convenience, safety or welfare of the Tenants; (b) preserve the Landlord's property from abusive use; or (c) make a fair distribution of services and facilities held out for the general use of the Tenants. Tenant further acknowledges that each rule or regulation (a) is reasonably related to the purpose for which it is adopted and is reasonably applied; (b) is sufficiently explicit in its prohibition, direction or limitation of the Tenant's conduct to fairly inform the Tenant of what the Tenant shall do or may not do to comply; and (c) is not for the purpose of evading the obligations of the Landlord.

**15.3 Subordination.** Landlord shall have the right to subordinate this Rental Agreement to any mortgage now or hereafter placed on the Premises of the mobile home Park. At Landlord's request, Tenant will execute and deliver such documents as may be required in order to accomplish the purpose of this section within thirty (30) days following Landlord's service of the documents upon the Tenant.

**15.4 Savings and Severability:** Each provision of the Rental Agreement and these Rules and Regulations, and any Addendum thereto, is separate, distinct, and individually enforceable. If any clause or provision of any of the foregoing clauses or documents is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of said documents shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of any such document a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**15.5 ORLTA/ORS:** Should a contradiction arise between the Rental Agreement, these Rules and Regulations, and the Oregon Tenant Landlord and Tenant Act, the latter shall take precedence over the former, and shall control. Further, in the event any other Oregon Revised Statute conflicts with the Rental Agreement or these Rules and Regulations, said Statute(s) shall control and prevail.

**15.6 Party Designations:** The masculine, feminine or neuter gender and the singular or plural numbers shall be deemed to indicate the other whenever the context so indicates.

**15.7 Management's Approval:** If Landlord's or Management's prior written approval is required, for any reason or purpose, by either these Rules and Regulations or the Rental Agreement, then Tenant shall (a) submit a written request to Landlord/Management describing the action Tenant proposes to take and request Landlord's/Management's written approval, and (b) not undertake the requested action, until the Landlord/Management has granted Tenant's request. This paragraph shall not be construed as an obligation to grant Tenant's request.

**15.8 Joint and Several Liability:** All Tenant(s) are jointly and severally liable for the performance of, and compliance with, all terms and conditions set forth herein, and whether or not in actual possession of the Premises.

**15.9. Absence.** Tenant's absence from the Park shall not lessen Tenant's obligation to comply with these Rules and Regulations.

**15.10. Waiver.** Nothing contained herein shall be construed as waiving any of the Landlord's or Tenant's rights under the laws of the State of Oregon. Termination of tenancy and/or repossession of the Premises by Landlord shall not constitute a waiver of any unpaid rent, utilities, claims or damages due to the Landlord.

**15.11 Written Approval.** All references in these Rules and Regulations, which refer to consent, approval, permission or authorization of the Park or Landlord, shall need written approval prior to taking action. However, no such clause shall mean that the Park or Landlord is required to grant approval.

