

**SUNDIAL MOBILE HOME PARK
RULES AND REGULATIONS
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DEFINITIONS:

LANDLORD: Anyone representing the Owner/Management of the Park. This includes, but is not limited to the Park owner, management company and/or on-site manager.

TENANT: Anyone who has written approval by the Landlord to reside in a mobile home in the Park and has signed a written rental agreement and rules and regulations.

PARK: Sundial Mobile Home Park

THESE RULES AND REGULATIONS CAN BE CHANGED PURSUANT TO OREGON LAW. VIOLATIONS OF THESE RULES AND REGULATIONS COULD RESULT IN THE TERMINATION OF YOUR TENANCY.

SECTION 1: MOBILE HOME SET-UP

- 1.1 LANDLORD is not responsible for topsoil, site preparations, foundation stability, final grading, settling, draining, gravel or relocation of any utilities unless agreed to in writing by LANDLORD.
- 1.2 Prior to siting any manufactured home in the Park, the TENANT shall be responsible for providing to LANDLORD a copy of the floor plan and shall coordinate with LANDLORD to specifically locate the proper position of the home relative to street and lot corners. All TENANTS with mortgaged manufactured homes shall furnish to LANDLORD the name and address of the lienholder or mortgagee prior to moving the home into the Park.
- 1.3 Upon arrival, LANDLORD will instruct the driver and mobile home owner where to Park the home pending set-up. Electrical, telephone, sewer, and water hook-ups as well as blocking (both labor and material) are the responsibility of the TENANT.
- 1.4 Each TENANT is responsible for any damage caused during the siting of his/her mobile home and shall reimburse LANDLORD for any expense incurred by LANDLORD as a result of damage caused to the lot, streets or any portion of the Park by TENANT moving into or out of the Park.

SECTION 2: MOBILE HOME STANDARDS

PART ONE: All mobile homes moving into the Park shall conform to the following standards. Existing tenants as of April 1, 2002, are not required to bring their homes up to these standards.

- 2.1.1 Mobile homes moving into the Park must be a minimum of 14' wide, and must be approved by Park LANDLORD prior to move-in. A mobile home will normally not be accepted if it is more than 8 years old. LANDLORD reserves the right to refuse admission to any mobile home, which does not meet Park standards or the condition, and/or appearance of the mobile home was misrepresented.
- 2.1.2 All mobile homes must have aluminum factory/manufactured skirting or pre-treated wood skirting painted to match and be compatible with the mobile home to which it is attached. Skirting must be installed within thirty (30) days following set-up.
- 2.1.3 All towing hitches must be removed immediately after the home is placed on the lot.
- 2.1.4 Temporary steps must be removed not later than thirty (30) days after set-up.
- 2.1.5 All mobile homes must have gutters and downspouts connected to a drywell. TENANTS shall install the required system within thirty (30) days of move-in.
- 2.1.6 Each TENANT shall be responsible for installing the space number of their mobile home on the front side of the mobile home approximately 5' above ground level.
- 2.1.7 All mobile homes must have awnings and decks. LANDLORD reserves the right to specify on a case by case basis as new mobile homes move into the Park or if a mobile home changes ownership the specifications and sizes of all awnings and decks.

Patio Side: Deck – Minimum 4' x 4' or 16 sq. ft. of continuous deck.
Awning Minimum - 4' x 6' or 24 sq. ft. of continuous aluminum factory/manufactured or wood-frame awning.

Carport Side: Deck – Minimum 3' x 6' (including steps)
Awning – Minimum 3' x 3' or 9 sq. ft. of continuous factory/manufactured aluminum carport awning or wood-frame carport.

Note: Corrugated metal or fiberglass are not to be used for awnings, porch/patio windbreaks.

2.1.8 Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the mobile home, or, fully enclosed with pre-treated wood so as to be compatible with the design of the porch and/or deck. All decks/porches and steps must have handrails according to state standards. Deck landings are to be constructed of either exterior plywood and covered with carpet or minimum 2"x 4" cedar or plastic wood decking material. Awnings and wood decks must be installed within thirty (30) days following set-up of the mobile home unless other arrangements have been made in writing with Park LANDLORD. Any wood frame patio awning or carport awning must have a composition roof, be designed and painted to match the mobile home and be approved by Park LANDLORD in writing prior to its construction.

2.1.9 Each TENANT shall be responsible for installing two above ground hosebibs (one on either side of their mobile home). All aboveground 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 which is accessible and maintained in good working order at all times.

2.1.10 Each TENANT shall bear the following responsibilities with regard to any carport located in, on or upon TENANT'S SPACE:

Maintenance and Repairs: TENANT shall, at all times, maintain the carport in a clean, neat manner, and keep the same in a state of good repair, in order to reflect an attractive and well-kept appearance. TENANT shall prevent the visual and physical deterioration of the carport, including, without limitation, any roofs, gutters, posts, pillars, paint and all appurtenances thereto.

Paint Color: LANDLORD has the prior right of approval of the exterior color of any painting of the carport, and may deny paint color changes if said change creates an inconsistent appearance with other homes in the Park. Accordingly, TENANT shall procure Landlord's written consent to any changes to the color of the carport, prior to painting the carport.

Repair Requirements: Notwithstanding the foregoing language, LANDLORD may require that TENANT do the following on an as-needed basis: (a) pressure wash and/or paint the carport, and/or (b) repair, replace and/or repaint any visually or physically damaged or deteriorated portion of the carport.

Modifications. TENANT may, at TENANT'S sole discretion, enclose the carport (on

two or three sides) or convert the carport into a garage. Prior to undertaking any such enclosure or garage conversion, TENANT shall (a) submit plans, drawings and specifications for the project to LANDLORD; (b) procure LANDLORD's written consent to the project; and (c) procure all required permits. Any such enclosure or garage conversion shall be performed and completed in a timely and workmanlike manner, in accordance with industry standards and all applicable laws. Unless otherwise approved by LANDLORD, TENANT shall insure uniformity of design and construction including all materials used. LANDLORD shall be entitled to withhold approval of the project for any reason, including, without limitation, concerns regarding the design, dimensions, materials, length of time proposed, time of year, and/or appearance of the proposed enclosure or garage.

No Conveyance of Property: Nothing set forth herein shall be construed as a conveyance of any ownership interest in the space upon which the carport is located.

2.1.11 Sundial Mobile Home Park reserves the right to make reasonable modifications to the mobile home standards identified herein to accommodate special circumstances which may be dictated by the terrain of the Park or individual spaces/lots.

PART TWO: Standards for existing homes upon resale include the following:

2.2.1 LANDLORD may require that TENANT do the following on an as-needed basis:

- a. pressure wash and/or paint home, repair and/or repaint decks or porches, skirting and awnings (If decking, steps and railings are in bad condition, i.e. dry rot, they may need to be replaced according to current state standards);
- b. repair or replace any broken or missing exterior lights, windows or screens;
- c. install or repair or replace gutters and downspouts;
- d. remove the towing hitch;
- e. improve or install additional landscaping, remove debris, weed, trim shrubbery or trees (under 30' in height);
- f. remove any accessory structure or attachment to the home or carport that does not have written authorization or conform to current standards.

PART THREE: The following standards apply to all homes in Sundial Mobile Home Park:

2.3.1 No permanent alterations are to be made to the mobile home, carport or mobile home space without the prior written permission of LANDLORD. LANDLORD reserves the right to approve any exterior accessory or structure added to the mobile home or placed on the mobile home space prior to its construction and/or installation. All structures must be of factory/manufactured material or specifically approved by LANDLORD prior to their construction and/or installation. LANDLORD, at TENANT'S risk and expense, will remove any structure of any kind erected without written permission. LANDLORD reserves the right to request that all permanent structures erected by TENANT on TENANT'S space be removed at TENANT'S expense when TENANT moves from the Park.

2.3.2 All mobile homes, carports, accessories, and/or alterations/additions shall comply with

applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.

- 2.3.3 All aboveground piping must be protected from freezing with adequate heat tape and wrapped with insulation.
- 2.3.4 Each TENANT shall be responsible for installing the space number of their mobile home on the front side of the mobile home approximately 5' above ground level.
- 2.3.5 Each space in the RANCH section of the Park is currently provided with a freestanding storage unit. No additional storage units are to be constructed or installed.
- 2.3.6 Each space in the TERRACE and VILLA sections of the Park includes a storage unit in the carport. The carports and storage sheds are currently NOT park-owned. The only additional storage that will be allowed is a narrow storage cabinet built onto the front side of the existing storage unit (facing the street). The existing storage unit wall cannot be removed to enlarge the existing storage unit. This cabinet must be no wider than the width of the existing storage unit and no deeper than 24" and fully enclosed with doors. It must be constructed using the same materials as, and be painted to match, the existing storage unit. The construction of an additional storage cabinet is to be at TENANT'S sole expense and risk. LANDLORD must be notified prior to construction. Any cabinet that does not meet Park standards will have to be removed at TENANT'S expense and risk. LANDLORD reserves the right to request that all permanent structures erected by TENANT on TENANT'S space be removed at TENANT'S expense when TENANT moves from the Park.
- 2.3.7 Sundial Mobile Home Park reserves the right to make reasonable modifications to the mobile home standards identified herein to accommodate special circumstances which may be dictated by the terrain of the Park or individual spaces/lots.

Section 3

MOBILE HOME AND LOT MAINTENANCE

- 3.1 Each TENANT shall be responsible for maintaining and keeping clean and in good repair the exterior of their mobile home as well as all structures such as decks, steps, carports and fences at all times. All wooden structures such as decks, hand-railings, etc. shall be painted or stained as necessary to prevent their visual and/or physical deterioration. Homes must be washed and painted as needed with colors pre-approved by LANDLORD. Neutral or light colors are acceptable and may be trimmed with a contrasting color.
- 3.2 TENANTS are responsible for maintaining all lawn and yard areas, flowers, trees and shrubbery within their space. Lawns must be mowed on a regular basis during the spring/summer/fall-growing season, edged, kept free of weeds, and watered as necessary. All bushes, shrubs and trees must be trimmed and the space kept weed free. Shrubs or trees with intrusive roots shall not be planted. If the landscaping is not properly maintained, LANDLORD may, but is not required to, perform or have performed whatever landscape maintenance may be required and charge TENANT directly. If TENANT consistently fails to maintain the space, LANDLORD reserves the right to evict the TENANT. TENANTS must obtain LANDLORD'S approval before planting trees or shrubs, (anything larger than a gallon-can size or anything deeper than a spade's depth.) driving stakes, etc. into the ground

(due to underground utilities).

- 3.3 All landscaping improvements made to the mobile home space as provided by this agreement shall, upon termination of the tenancy by either TENANT or LANDLORD, remain on the space except as provided herein. NOTE: TENANT may take nothing from the space without LANDLORD'S written approval.
- 3.4 TENANTS absent for an extended period of time - 2 weeks or longer - shall be responsible for arranging for the care and maintenance of their space during their absence.
- 3.5 Fences up to 48" in height will be allowed. Cedar or vinyl fences are allowed and may be installed only in the rear or side yard area of the manufactured home lot and must be constructed according to applicable building code regulations. No fences closer than the front edge of the home. All fences, including location on space, type of material, color of paint or stain, must be approved in writing by LANDLORD prior to installation. TENANT is responsible for maintaining any fence located on TENANT'S space.
- 3.6 Common areas, driveways, streets and TENANT spaces, including porches and decks are to be kept clear and free from trash and litter at all times.
- 3.7 Furniture left outside a mobile home shall be limited to items commonly accepted as outdoor or patio furniture and a barbecue grill. Any household appliance, exercise equipment or upholstered furniture cannot be placed outside the mobile home. Boats, travel trailers, unmounted campers or unsightly objects are not to be stored on TENANT lots or parking areas. Grandfathered items, such as appliances in place as of March 31, 2002, may remain under the carport until the home is sold. Special storage problems should be coordinated with LANDLORD.
- 3.8 No wood burning stoves or fireplaces are allowed. Pellet stoves are permitted. Storage of pellets or firewood (for existing wood burning units) is allowed under the carport only—in front of the storage unit and not to exceed 24 inches deep by 10 feet wide by 4 feet high.
- 3.9 Clotheslines, clothesline poles or umbrella-type clotheslines are not allowed on individual spaces. Clotheslines are located beside the Ranch, Terrace & Villa common buildings. Articles of clothing, linens, rugs, etc. are not allowed to be draped over deck/porch railings or left outside TENANT'S mobile home. Sundial has coin-operated laundry facilities throughout the Park for TENANT use only.
- 3.10 TENANT yard areas are to be kept free of clutter and debris. Garbage cans, gardening tools and equipment, etc. must be stored in the TENANT'S storage shed.

Section 4: TENANTS AND GUESTS

- 4.1 Sundial Mobile Home Park is currently qualified as an "age 55 or older community" with no children allowed. In order to continue to qualify as an "age 55 or older community", we have to maintain a park population wherein we would have 80% or more of the homes are owned and occupied by at least one person 55 years of age or older. Additional occupants must be

45 years of age or older.

- 4.2 The total number of permanent residents in any mobile home shall not be greater than two per bedroom.
- 4.3 All TENANTS must be approved by LANDLORD prior to establishing residency. All TENANTS, or persons occupying a mobile home, must be identified in TENANT'S rental application and listed in the rental agreement. TENANT must be the registered owner of the mobile home that occupies space in the Park. Any additional occupants must be approved by LANDLORD prior to move-in.
- 4.4 A GUEST is anyone staying with TENANT who is not shown on the Rental Agreement. No one may stay overnight in the mobile home when TENANT is not present without prior approval from Park Manager. HOUSE SITTING is not permitted.
- 4.5 GUESTS of TENANT may not remain in the Park for more than fourteen (14) days in any year (whether consecutively or cumulatively) unless written authorization is received from LANDLORD, and a GUEST FEE will apply. TENANT is responsible for GUEST'S actions.
- 4.6 GUESTS desiring to become RESIDENTS must apply for residency and shall be subject to LANDLORD'S approval.
- 4.7 No commercial trade, business or childcare may be conducted out of TENANT'S mobile home or on its lot in Park. Gratuitous childcare may be done on an occasional basis with approval of the Park Manager.
- 4.8 TENANT will respect the peace of the Park and see that guests do the same. Trespassing on other spaces is not allowed. Neither TENANT nor GUEST shall cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, musical instruments, chain saws, motorcycles, automobiles, etc. The noise abatement curfew is from 10:00 p.m. until 7:00a.m.
- 4.9 LANDLORD respects the privacy of TENANT'S home as long as the conduct of TENANT or GUEST does not disrupt your neighbors or ruin the reputation of this Park. Drunkenness, illegal or immoral conduct, or conduct causing a disturbance or annoyance to others residents shall NOT be tolerated. All State and City laws shall be observed.
- 4.10 The manufacturing, possession, planting, growth, cultivation, smoking, consumption and distribution of marijuana is strictly prohibited within the community, and the homeowner's space including the home. This includes, but is not limited to, persons who have a valid medical marijuana card for use of or for growing such plants.
- 4.11 TENANT will provide LANDLORD with the name of a person to be contacted in the event of TENANT'S death.
- 4.12 TENANT will provide LANDLORD with proof of ownership for the mobile home occupied by TENANT consisting of: **a)** a copy of the Bill of Sale for the mobile home prior to move-in and/or occupancy, and **b)** copy of the title and vehicle I.D. information from DMV within sixty (60) days after move-in.

- 4.13 TENANT will provide LANDLORD with proof of insurance and proof of good standing with the County showing that the personal property taxes have been paid for the mobile home (Form 113) for the current personal property tax year at the commencement of the tenancy and at the request of LANDLORD anytime thereafter.
- 4.14 No individual yard sales are allowed in the Park. If there is enough interest a Park-wide "Flea Market" will be held. Estate sales are allowed as long as no sale items are placed outside the mobile home.
- 4.15 Tampering with mail addressed to others is a federal offense and is a basis for eviction.

Section 5

SUBLETTING

- 5.1 NO rental or subletting of a mobile home occupying a space shall be permitted. Homes must be owner-occupied.
- 5.2 Under exceptional circumstances, LANDLORD may approve the use of a mobile home by someone other than the owner; however, written permission must be obtained in advance. A Temporary Occupant Agreement is to be signed. (see 5.3)
- 5.3 Any TENANT who needs a full time caregiver, must have the prospective caregiver fill out an application and pass a criminal check prior to moving in. All caregivers will be required to sign a Temporary Occupant Agreement and must vacate the home when the services are no longer needed.

Section 6

SALE OF MOBILE HOMES

- 6.1 TENANTS shall be allowed to leave their mobile home in its present space and sell the mobile home to a new TENANT, subject to the following conditions:
 - a. TENANT shall notify LANDLORD of TENANT'S intention to sell, in writing, prior to listing the home for sale.
 - b. The home shall be brought up to Park standards according to Section 2, PART TWO, at the time of sale. This may include washing and/or painting the exterior of the home, bringing the decks up to code, improving landscaping, etc., and may be completed by *either* the seller or the purchaser, but must be completed prior to the move-in of the new TENANT. LANDLORD may extend the amount of time to complete any work on the home, i.e. painting due to weather. Any extensions must be in writing and include the date to be completed.
 - c. Any money owed to the LANDLORD at the time of sale must be paid in full. This includes rent, late fees, returned check fees, utilities or any other money owing to LANDLORD per TENANT'S rental agreement.

- 6.2 One (1) "For Sale" sign is permitted and may not be larger than 24" wide by 18" in height and should be either placed in the window of the home, outside on the home or mounted on a frame as commonly used by Real Estate companies. A flyer box may be allowed if placed close to the front of the home. No other yard signs are allowed.

Section 7

UTILITIES

- 7.1 There are several garbage/utility rooms located throughout the Park with dumpsters for disposal of garbage and yard debris. Recycling containers are also provided. Items must be separated and deposited according to the guidelines from the trash hauler. Items not deposited according to guidelines will be included with the trash. Dumpsters are provided for disposal of garbage and yard debris and shall be used for that purpose only. All garbage must be in a plastic garbage bag, securely tied, and deposited in the dumpster in the garbage room closest to your home. NO GARBAGE CANS or bags of garbage are permitted outside of the home.
- 7.2 Sundial has a few dumpsters available for TENANT'S use for large amount of landscape debris such as shrub or tree pruning, etc. Tree branches must be cut in short sections before placing in dumpster. Dumpsters may be reserved by calling the Sundial office 72 hours in advance. The requests will be handled on a first come, first served, basis. The Park is not responsible for disposing of miscellaneous debris or refuse, such as furniture, tires, building materials, appliances, etc. These items are the TENANT'S obligation to dispose of and are NOT to be put in the dumpsters. Dumpsters are not to be removed from their building by any tenant.
- 7.3 All homes must be connected to the sewer line with rigid pipe. The mobile home must be placed on the space so as to cover/enclose the sewer and water connections.
- 7.4 Water, sewer are NOT included in in the monthly space rent; however, garbage services are. All other utilities are the responsibility of each TENANT.
- 7.5 Paper towels, sanitary napkins, or other large items should not be flushed down any toilet. Grease should not be poured down sinks. Any expense incurred in clearing a sewer line blockage caused by TENANT'S negligence or misuse will be charged to the TENANT causing the blockage.
- 7.6 Home radio/cb antennas are allowed as long as they do not cause any interference disturbance. Satellite TV dishes may be allowed subject to placement in an unobtrusive location, i.e. at the back of the home not visible from the street. TV dishes and antennas may NOT be placed on Park-owned carports or storage sheds. The placement shall be coordinated with the service provider and LANDLORD. Written notice from a professional installer is required if reception is not possible unless the dish is installed in a location that is visible from the street. TENANT agrees to paint the dish to match the home if the dish location is visible from the street. TENANT is responsible for installation and monthly charges. TV cable service may be provided to each space. TENANT is responsible for monthly cable service charges and hook up charges. TV antennas that are in use must be placed at the back of the home and must be maintained and kept free of rust. Antennas that are no longer in use must be removed from home.

- 7.7 TENANT acknowledges that LANDLORD may need access to the utility hook-ups under TENANT'S home for the purpose of maintenance/installation of utilities. TENANT expressly grants LANDLORD permission to remove, replace or customize TENANT'S skirting to allow maintenance/installation of utility systems under TENANT'S home.

Section 8

PETS

- 8.1 Written approval from LANDLORD is required for all pets, companion animals and service animals; hereafter collectively referred to as Pets. Every pet owner must fill out a PET AGREEMENT or SERVICE ANIMAL AGREEMENT and provide a picture of pet(s) and proof of current rabies vaccinations BEFORE pet is allowed to live on the property. Said permission shall become a part of the Rental Agreement between the TENANT and LANDLORD.
- 8.2 Full or mixed breeds of the following dogs are not permitted under any circumstances: Chow, Rottweiler, Doberman, Pit-bull (bull of any kind), Blue Heeler, Huskies, Malamutes, German Shepherd (Shepherd of any kind), Akita, Wolf-hybrid and any other breed or mix as determined by LANDLORD to be a dangerous breed. Special exceptions to this pet rules may be allowed to accommodate "SPECIALLY TRAINED" animals as allowed by law. Service and Companion Animals residing with TENANT prior to the issuance of these Rules & Regulations shall be exempt from this requirement in accordance to ORS Title 10, Chapter 90.530; but TENANT must fill out or have on file a SERVICE ANIMAL AGREEMENT within 60 days of the rule change.
- 8.3 Pets are limited to two per household and are limited to domesticated dog(s) and/or cat(s). No pet may exceed TWENTY (20) pounds in weight and over FIFTEEN (15) inches in height at maturity. A deceased or departed pet may be replaced by another pet of comparable size and variety with LANDLORD approval. Fish and caged birds are allowed and do not require a Pet Agreement. The TENANT will be required to remove any bird whose vocalization is so loud as to disturb neighbors. Animals normally described as farm animals, exotic animals and dangerous animals are not allowed
- 8.4 ALL pets in the community must have a tag or other visible form of identification on its collar, showing the contact information of the TENANT responsible for the pet. ALL pets must have valid licenses and proof of current rabies vaccinations. TENANT is responsible for providing and maintaining liability insurance so long as a pet resides with TENANT in accordance with ORD, title 10. Chapter 90.530(2)(b).
- 8.5 **You must have your pet go to the bathroom in your own yard.** Pets must stay on the pavement and not go into any building, any other TENANT'S yard, flowerbeds and grass including the grassy and landscaped common areas of the park. ALL pets (including cats) must be on a leash (NO LONGER THAN 6 FEET) at ALL times when outside. Loose pets without ID may be picked up and taken to the animal shelter without notice. Pet owners must be with their pets whenever the pet is outside. Pets are not allowed to roam unattended on TENANT'S lot, Community streets, common areas or other TENANT'S lot.

Pets may not be chained outside or left outside for extended periods of time or overnight. Enclosed dog runs and outside cages/carriers are prohibited. No pet food, food dishes, water, or water dishes may be kept outside.

- 8.6 TENANT assumes all responsibilities and agrees to hold LANDLORD/OWNERS harmless from and against any actions, suits, claims, and demands including legal fees, costs and expenses arising from damage or injury to any person or property of others including the park by TENANT'S pet or a pet of a guest. The TENANT shall be liable for any loss, damage, claims, or liability, including attorney fees (collectively "damages") directly or indirectly caused by the pet. TENANT must immediately notify LANDLORD if the pet in any way inflicts any injury to anyone at any time or in any way damages the premises.
- 8.7 NO PET SITTING for guests is allowed. The owner of the pet must be present while the pet is in the park. All TENANT'S Rules and Regulations regarding pets will apply to the pets of guests. Each TENANT will be held responsible for their guest's pet behavior and/or damage.
- 8.8 No pet shall be allowed to disturb the quiet and/or peaceful enjoyment of others. Noisy, unmanageable, or unruly pets that cause complaints and/or damage will not be allowed to remain in the park. TENANT shall receive one written warning regarding a complaint about a pet. If a second written notice is required, the TENANT, at the option of the LANDLORD, may be fined or may be required to remove the pet from the community permanently within ten (10) days of the second written notice. Violation of any pet rule is considered a violation of the Rental Agreement and may be cause for termination of the tenancy if the pet is not removed or the fined paid.
- 8.9 The LANDLORD may charge homeowner up to the amount of \$50 for each violation of a written pet agreement or violation of the Community Rules and Regulations relating to pets. All fines not paid within ten (10) days may be grounds for termination of tenancy. Notwithstanding the preceding, in the event of a breach of the pet agreement, LANDLORD reserves the right in its sole discretion to: (a) immediately terminate the pet agreement and demand removal of the pet(s) and/or (b) terminate the Rental Agreement in accordance with Oregon law. LANDLORD reserve the right to revoke permission to keep a pet. TENANT'S failure to remove a pet from the community after notice from the LANDLORD to do so shall be a basis for termination of TENANT'S Rental Agreement.

Section 9

VEHICLES

- 9.1 RANCH PARKING: One vehicle per space in each parking bay; a maximum of two vehicles per space. The second vehicle must be parked in visitors' parking areas.
TERRACE AND VILLA PARKING: Each space has a doublewide carport for TENANT'S passenger vehicles (maximum of two without prior authorization from LANDLORD). No commercial vehicle(s) or equipment are allowed to be parked on a TENANT'S space. GUESTS may park in TENANT'S driveway (and in visitors' parking areas).
- 9.2 NO PARKING ON STREETS—this includes TENANTS' as well as GUEST'S vehicles. Visitor parking spaces are also located throughout the Park.

- 9.3 The LANDLORD reserves the right to prohibit any vehicle, including vehicles owned by TENANTS, from entering the Park or to remain in the Park, if in the LANDLORD opinion, the vehicle is not in operable condition, constitutes a hazard to the residents of the Park, or is in such a dilapidated condition that it detracts from the appearance of the Park. Where the LANDLORD intends to remove the vehicle from the Park under this rule, the Manager will give a 24-hour notice to the owner, in person if possible, and, if necessary by posting a notice on the windshield of the vehicle. If the vehicle is not then removed from the Park within 24 hours, LANDLORD may tow the vehicle from the Park at the vehicle owner's risk and expense.
- 9.4 Trucks larger than 1 ton must have prior written permission from the manager before they will be allowed to enter the Park or park on a TENANT'S space. Trucks larger than 1 ton will not normally be allowed to Park overnight on a TENANT'S space or in any common areas.
- 9.5 Vehicles parked in violation of Park rules and/or parked in fire zones or blocking access to any other TENANT'S lot will be towed away immediately at the vehicle owner's expense.
- 9.6 The speed limit within the Park for all vehicles is ten (10) miles per hour.
- 9.7 Motor homes, campers, trailers, boats, and other recreational vehicles are not allowed to be stored on the TENANT'S space, except that RVs may be left on a TENANT'S space for up to forty-eight (48) hours to accommodate loading/unloading. All recreational vehicles must be stored in the Park's RV Storage area or removed from the Park.
- 9.8 Driveways of vacant mobile home spaces may be used for guest or Overflow Parking with the Park Manager's permission.
- 9.9 Loud motor vehicles shall not be operated in the Park at any time.
- 9.10 TENANTS are not allowed to overhaul vehicles on their space or in their driveway. Repairs of vehicles, motors, trailers, boats or other similar equipment will not be made within the Park, and no automobile equipment, engines, and motors, etc. shall be washed anywhere in the Park. Minor repairs or general maintenance such as changing a flat tire, an oil change, a minor tune-up, etc. is permitted as long as the work is completed the same day it is started.
- 9.11 No motor oil or any other caustic or non-biodegradable substance shall be deposited in any street drain, sewer system, or on the grounds within the Park or on TENANT'S lot.
- 9.12 Currently, car wash facilities for TENANTS are provided in the rear of the RANCH section of the Park. TERRACE and VILLA TENANTS may use their driveways for car washing.

Section 10

COMMON AREAS & RECREATION FACILITIES

- 10.1 LANDLORD will maintain those areas of Park, which TENANT is not responsible for maintaining pursuant to rental agreement and rules and regulations.

- 10.2 Common areas may not be used for storage or parking.
- 10.3 TENANT acknowledges that there are dimly lighted and/or dark areas within the Park and agrees to carry a portable light source when walking at night. TENANT shall provide a portable light source for any invitee or guest to TENANT'S home, as needed.
- 10.4 The use of all recreational/common areas/facilities including, but not limited to, any applicable recreation rooms, playground and its equipment, swimming pool, therapy pool, picnic area and tables, etc. is done at the sole risk of the TENANT and TENANT'S guest. **USE AT YOUR OWN RISK!** LANDLORD is not responsible for accidents or injury to any person(s), or any lost or stolen articles occurring in any recreational/common areas/facilities. Use of all recreational/common areas/facilities is restricted to the TENANT and TENANT'S guest. Guests are not permitted in common areas unless accompanied by TENANT. TENANTS are directly responsible for TENANT'S guests' conduct, actions and damages, etc. NO SMOKING or TOBACCO PRODUCTS and NO ALCOHOLIC BEVERAGES ARE PERMITTED IN ANY COMMON AREAS. Unnecessary noise or excessively loud parties will not be permitted at any time. These requirements help protect your health and provide safe, pleasant use of the recreational/common areas/facilities for all TENANTS' and TENANTS' guests.

SECTION 11

TERMINATION OF LEASE/RENTAL AGREEMENT

- 11.1 **By TENANT:** TENANT may terminate this tenancy upon a minimum of 30 days' written notice to LANDLORD. If such notice is given, TENANT agrees to remove TENANT'S home from the homesite by the termination date given.
- 11.2 **By LANDLORD:** LANDLORD may terminate the tenancy if the TENANT or others occupying or visiting TENANT'S home:
1. Violate a law or ordinance which relates to TENANT'S conduct as a TENANT or violate this Agreement or the Rules and Regulations of the Park. TENANT may avoid such termination by correcting the specified violation within thirty (30) days. If substantially the same violations reoccur within 6 months, LANDLORD may terminate the tenancy by giving TENANT at least twenty (20) days written notice.
 2. LANDLORD may terminate the tenancy for deterioration or disrepair of the mobile homes by giving the TENANT thirty (30) days written notice. If the disrepair or deterioration does not cause a safety or health situation to the LANDLORD or other TENANTS, the TENANT may ask for an extension of a maximum of sixty (60) days. If the disrepair or deterioration would cause a safety or health situation to others, there will be no extension.
 3. LANDLORD may terminate the tenancy by giving a 72-hour written notice of nonpayment of rent; if the TENANT fails to pay rent within 7 days after the rent becomes due. LANDLORD may terminate the tenancy by giving the TENANT not less than thirty (30) days written notice after the TENANT has received three or more 72-hour notices for Nonpayment of Rent within the previous 12 months. TENANT *may not void* such termination by correcting this violation.

4. LANDLORD may terminate the tenancy after 24 hours written notice specifying the cause if:
 - a. TENANT or someone in TENANT'S control or TENANT'S pet seriously threaten immediately to inflict person injury, or inflict any substantial personal injury upon the LANDLORD, LANDLORD'S representative or other TENANTS;
 - b. TENANT, someone in TENANT'S control, or the TENANT'S pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises or upon a person other than the TENANT on the premises with permission of the LANDLORD or another TENANT.
 - c. TENANT or someone in TENANT'S control intentionally inflicts any substantial damage to the premises;
 - d. TENANT has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another, or allowing another person to occupy the premises without the written permission of the LANDLORD, and the LANDLORD has not knowingly accepted rent from the person in possession; or,
 - e. TENANT or someone in TENANT'S control commits any act, which is outrageous in the extreme.
5. LANDLORD may terminate the tenancy by giving the TENANT not less than thirty (30) days written notice with cause for failure to pay late fees and/or utilities/ pet fines or any other charges per your lease/rental agreement.
6. Tenancy terminates in the event of the death of the sole Occupant/TENANT.
7. LANDLORD may terminate the tenancy, as provided by Oregon, if LANDLORD intends to cease operation of the Park.
8. LANDLORD reserves the right to terminate the tenancy pursuant to any other Oregon laws.

SECTION 12

REMOVAL OF MOBILE HOME

- 12.1 TENANT will give Landlord seventy-two (72) hours notice before removing the manufactured home from the lot and Park. Prior to removal of the mobile home, all rents for lot, utilities and services must be paid in full unless waived by the LANDLORD.
- 12.2 On termination of the lot rental agreement, TENANT will remove the home and remove any improvements to the lot which LANDLORD requests be moved.
- 12.3 TENANT is responsible for any damages caused to lot, other lots, streets, or any portion of

Park during the removal of the home and shall reimburse LANDLORD or other TENANTS, as appropriate, for any loss suffered.

SECTION 13

DISPUTE RESOLUTION

13.1 A. INFORMAL MEETING:

If a dispute arises under this Agreement or the Park Rules and Regulations, TENANT may request a meeting with the Park managers to discuss the dispute. TENANT'S requests must be in writing and must explain the dispute. The Park manager will meet with TENANT within 10 business days of receipt of a written complaint that has merit. If the informal meeting does not resolve the matter, either party may request mediation.

13.2 B. 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 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 be jointly settled at the time and a written agreement between the parties 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.

13.3 C. 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.

If either party does not want the arbitration to be final and binding, this must be stated prior to arbitrating any disputes. If the parties chose not to have the dispute arbitrated, the step after mediation would be court.

The failure to pay any advance deposit, fee or charge required by a mediator or arbitrator shall be deemed a waiver of the right to mediate or arbitrate.

MATTERS NOT SUBJECT TO ALTERNATIVE DISPUTE RESOLUTIONS

The mediation and arbitration provisions of this section shall not apply to the following matters:

- a. Closure of the Park;
- 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 TENANT under Oregon Law.

LANDLORD shall have the right to issue a notice of termination prior to asking for Alternative Dispute Resolutions (“ADR”) or even after TENANT 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/Lease. If, after issuance of a notice of termination, TENANT fails or refuses to request ADR of the matter within the time set forth in the notice, and LANDLORD files for eviction, TENANT shall be conclusively presumed to have waived the right to thereafter request ADR.

SECTION 14 **PARTIAL INVALIDITY**

- 14.1 If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or the other application of such time or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

SECTION 15

AMENDMENT OF RULES

- 15.1 LANDLORD reserves the right to amend, revise and/or add additional Rules and Regulations pursuant to Oregon Law.

TENANT HAS RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.

TENANT

DATE

TENANT

DATE