

**SOUTHWEST TERRACE
RULES AND REGULATIONS
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DEFINITIONS:

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

RESIDENT: Anyone who has written approval by the Landlord to reside in a manufactured home in the community and has signed a written rental/lease agreement and rules and regulations.

Southwest Terrace: Also referred to as “Community”.
Addendum to Southwest Terrace Rental Agreement
1501 South Baker Street
McMinnville, Oregon 97128

THESE RULES AND REGULATIONS CAN BE CHANGED PURSUANT TO OREGON LAW. VIOLATION OF ANY OF THESE COMMUNITY RULES COULD RESULT IN THE TERMINATION OF YOUR RESIDENCY.

Section 1
MANUFACTURED HOME SET-UP

- 1.1 Upon arrival, LANDLORD will instruct the driver and manufactured home owner as to the proper position for g the manufactured. Electrical, telephone, sewer, and water hook-ups as well as blocking (both labor and material) are the responsibility of the RESIDENT.
- 1.2 Each RESIDENT is responsible for any damage caused during the siting of his manufactured home and shall reimburse the LANDLORD for any expense incurred by the LANDLORD as a result of damage caused to the lot, streets or any portion of the community by the RESIDENT moving in or out of the community.

Section 2
MANUFACTURED HOME STANDARDS

All manufactured homes moving into the community or re-sold in the community after March 1, 1989 shall conform to the following standards:

- 2.1 No permanent alterations are to be made to the manufactured home, or manufactured home site without the prior written permission of the LANDLORD. The LANDLORD reserves the right to approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home site prior to its construction and/or installation. All structures must be of factory/manufactured material or specifically approved by the LANDLORD prior to their construction and/or installation. LANDLORD at the RESIDENT'S risk and expense will remove any structure of any kind erected without written permission. The LANDLORD reserves the right to request that all permanent structures erected by a RESIDENT on a RESIDENT site be removed at the RESIDENT'S expense when the RESIDENT moves from the Community.
- 2.2 All manufactured homes, 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 All towing hitches must be removed immediately after the home is placed on the lot.
- 2.4 Manufactured homes moving into the community must be a minimum of 14' wide, and must be approved by Community LANDLORD prior to move- in. A manufactured home will normally not be accepted if it is more than 8 years old. LANDLORD reserves the right to refuse admission to any manufactured home, which does not meet Community standards or the condition, and/or appearance of the manufactured home is misrepresented.
- 2.5 All manufactured homes must have aluminum factory/manufactured skirting or pre-treated wood skirting painted to match and compatible with the manufactured home to which it is attached. Skirting must be installed within thirty (30) days following set-up.

- 2.6 Temporary steps must be removed not later than sixty (60) days after set-up.
- 2.7 All manufactured homes must have gutters and downspouts connected by underground 3" rigid or corrugated pipe to the curb. RESIDENTS shall install the required system within thirty (30) days of move-in.
- 2.8 Each RESIDENT shall be responsible for installing the site number of their manufactured home on the front side of the manufactured home approximately 5' above ground level. Community standard site numbers are available free of charge from the community LANDLORD.
- 2.9 All manufactured homes must have awnings and decks. LANDLORD reserves the right to specify on a case by case basis as new manufactured homes move into the community or if a manufactured home changes ownership the specifications and sizes of all awnings and decks.

Patio Side: Deck - 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 - 3' X 6' (including steps)

Awning - 11' X 26' or 286 sq. ft. of continuous factory/manufactured aluminum carport awning or wood-frame carport.

Note: Corrugated metal or fiberglass awnings are not allowed.

- 2.10 Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the manufactured 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. Decks are to be constructed of either weatherized plywood and covered with carpet or 2" X 4" or 2" X 6" weatherized wood.

Awnings and decks must be installed within thirty (30) days following set-up of the manufactured home unless other arrangements have been made in writing with community LANDLORD. Any wood frame patio awning or carport awning must have a composition roof, be designed and painted to match the manufactured home and be approved by Community LANDLORD IN WRITING PRIOR TO ITS CONSTRUCTION. The carport awning must be a minimum of 11' wide unless the terrain or lot size/shape limits awning size to a narrower width.

- 2.11 Each RESIDENT is required to install a storage building of a size not smaller than 6' X 8' nor larger than 12' X 10'. The storage building may be constructed of vinyl, wood, or pre-treated wood siding painted to match the manufactured home. Storage buildings may be roofed with asphalt shingles or manufactured aluminum awning-type roofing material, so as to be compatible with the color and style of the RESIDENT'S manufactured home. Pre-fabricated wood storage sheds are also allowed, subject to prior written approval from Community LANDLORD. Pre-fabricated wood buildings must be of a color that is compatible with the RESIDENT'S manufactured home.

Minimum size requirements may be modified by LANDLORD of a particular site will not accommodate such a structure. All plans for storage sheds must be approved by LANDLORD prior to installation.

- 2.12 Each RESIDENT shall be responsible for installing two above ground hosebibs (one on either side of their manufactured 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.
- 2.13 No c.b./home radio antennas are allowed. Satellite TV dishes up to 39" in diameter may be allowed subject to placement in an unobtrusive location. The placement shall be coordinated with the service provider and the LANDLORD. TV cable service may be provided to each lot. **RESIDENT** is responsible for monthly cable service charges and hook up charges. In the event there is no cable service Southwest Terrace may install a central cable TV system with satellite type receiving antenna if cable service is not available from an independent supplier. In the event a central cable system is installed, the provisions of this rule shall specifically exclude the antenna required for the systems operation.
- 2.14 Southwest Terrace reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances which may be dictated by the terrain of the community or individual sites/lots.

Section 3 **MANUFACTURED HOME AND LOT MAINTENANCE**

- 3.1 Each RESIDENT shall be responsible for maintaining and keeping clean and in good repair the exterior of their manufactured home as well as all appurtenant structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, hand-railings, storage buildings, etc. shall be painted or stained as necessary to prevent their visual and/or physical deterioration.
- 3.2 RESIDENT are responsible for maintaining all lawn areas, flowers and shrubbery within their site. Lawns must be mowed on a regular basis during the spring/summer/fall-growing season, edged, kept free of weeds, and watered as necessary.

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 the RESIDENT directly. If the RESIDENT consistently fails to maintain the site, LANDLORD reserves the right to evict the RESIDENT. RESIDENTS must obtain LANDLORD'S approval before planting trees or shrubs, driving stakes, etc. into the ground (due to underground utilities).

- 3.3 All landscaping improvements made to the manufactured home site as provided by this agreement shall, upon termination of the tenancy by either the RESIDENT or Community LANDLORD/owner remains on the site except as provided herein below. The RESIDENT may keep and take with him the following:

Note: Nothing without written agreement, _____

_____.

- 3.4 RESIDENT absent for an extended period of time - 2 weeks or longer - shall be responsible for arranging for the care and maintenance of their site during their absence.
- 3.5 No fences are allowed except on the community perimeters. Any fence in existence as of March 1, 1989 may remain in place until the present RESIDENT sells their manufactured home.
- 3.6 Common areas, driveways, streets and RESIDENT sites, including porches and decks are to be kept clear and free from trash and litter at all times.
- 3.7 Furniture left outside a manufactured home shall be limited to items commonly accepted as outdoors or patio furniture.
- 3.8 Firewood must be stored behind the manufactured home, visually screened from the street or in an approved storage shed.
- 3.9 Retractable umbrella type folding cloth lines are allowed. Articles of clothing, linens, rugs, etc. are not allowed to be draped over deck/porch railings or left outside the RESIDENT'S manufactured home. Clothing should not be left on the cloth lines overnight.
- 3.10 RESIDENT yard areas are to be kept free of clutter and debris. Garbage cans, firewood, gardening tools and equipment, motorcycles, etc. must be stored in the RESIDENT'S storage shed out of sight.

Section 4 **RESIDENTS AND GUESTS**

- 4.1 All RESIDENTS must be approved by LANDLORD prior to establishing residency. All RESIDENTS or persons occupying a manufactured home must be identified in the RESIDENT'S rental application and listed in the rental agreement.
- 4.2 There shall be no more than two (2) permanent RESIDENTS occupying a manufactured home. The LANDLORD/Manager may, in special circumstances, authorize a waiver of this rule. Any such waiver must be in writing and must be included as a part of the RESIDENT'S Rental Agreement.
- 4.3 Southwest Terrace is currently qualified as an age 55 or older person community with no children allowed. In order to qualify as an age 55 or older person community at least 80% of the manufactured homes in the community are occupied by at least one person age 55 years or older. Southwest Terrace meets this requirement. In order to continue to qualify as an "age 55 or older persons community", we will have to maintain a community population wherein we would have 80% or more of the homes with at least one person 55 or older. If you are thinking of selling your home, at least one of the prospective purchasers must be age 55 or older at the time of sale.

- 4.4 Guests of RESIDENT may not remain in the community for more than fourteen (14) days in any year (whether consecutively or cumulatively) unless written authorization is received from LANDLORD. RESIDENTS are responsible for their guests. Guest desiring to become residents of the home, must apply for residency and shall be subject to LANDLORD'S approval.
- 4.5 RESIDENT will respect the peace of the community and see that guests do the same. Neither RESIDENT nor guest shall cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, musical instruments, chain saws, motorcycles, automobiles, pets, etc. There is a noise abatement curfew from 10:00 p.m. until 7:00a.m.

Section 5 **SUBLETTING**

- 5.1 No rental or subletting of a manufactured home occupying a site shall be permitted. Homes must be owner-occupied.
- 5.2 Any person occupying a manufactured home during an extended absence by the owner (over 30 days) must be approved by the LANDLORD prior to occupying the home. This provision shall apply to "house sitters" or other individuals known to the manufactured home owner who might occupy the manufactured home during their absence. Approval of a "house sitter" does not establish a tenancy and in the event the "house sitter" wants to become a resident, they must fill out an application and be approved by the LANDLORD. Anyone residing in the home without LANDLORD approval will be considered trespassing. Any legal expenses incurred as a result of someone trespassing will be the responsibility of the person trespassing and/or RESIDENT.
- 5.3 Under exceptional circumstances, the LANDLORD may approve the use of a manufactured home by other than the owner; however, written permission must be obtained in advance. A Temporary Occupant Agreement is to be signed. (see 5.4)
- 5.4 Any RESIDENT 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 MANUFACTURED HOMES**

- 6.1 RESIDENTS shall be allowed to leave their manufactured home in its present site and sell the manufactured home to a new RESIDENT, subject to the following conditions:
- A. RESIDENT shall notify LANDLORD in writing (30 days) prior to listing the home for sale of their intentions to sell.
 - B. The home shall be brought up to all current community standards at the time of sale. The LANDLORD may extend the amount of time to complete any work on the home. Any extensions must be in writing and include the date to be completed.

C. Any money owing the LANDLORD at the time of sale of the home must be paid in full. This includes rent, late fees, returned check fees, utilities or any other money owing the LANDLORD per the RESIDENT'S rental agreement/lease.

6.2 "For Sale" signs may be displayed only in a window and must not be more than 24" wide by 18" in height.

Section 7 **UTILITIES**

- 7.1 A compactor is provided for disposal of garbage and shall be used for garbage only.
- 7.2 All homes must be connected to the sewer line with rigid pipe. The manufactured home must be placed on the site so as to cover/enclose the sewer and water connections.
- 7.3 Water and sewer services are included in the basic monthly site rent. Electrical service is payable by each RESIDENT individually.
- 7.4 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 RESIDENT negligence or misuse will be charged to the RESIDENTT causing the blockage.
- 7.5 Lawn clippings **MAY NOT BE** deposited in the compactor. The community is not responsible for disposing of miscellaneous debris or refuse, such as furniture, tires, boxes, etc. These items are the RESIDENT'S obligation to dispose of.

Section 8 **PETS**

- 8.1 One house pet under twenty (20) pounds at maturity may be allowed, if the RESIDENT obtains prior written permission from the LANDLORD. Said permission shall become a part of the rental agreement between the LANDLORD and the RESIDENT. An additional pet may be allowed if the RESIDENT receives prior written approval. **FULL OR MIXED BREEDS OF THE FOLLOWING DOGS ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES: CHOW, ROTTWEILER, DOBERMAN, PITBULL, BLUE HEELER, GERMAN SHEPHERD OR WOLF.** Handicapped RESIDENTS are allowed to keep specially trained seeing eye/hearing animals as allowed by law.
- 8.2 **NO MORE THAN TWO PETS PER HOME ARE ALLOWED IN THE COMMUNITY.**
- 8.3 No outside dog runs, doghouses, or pets living outside of a manufactured home are allowed. Pets must be kept on the RESIDENT'S lot and are not to be allowed to roam unattended on RESIDENT'S lot, Community streets, common areas or other RESIDENT'S lots. Pets shall not be left leashed or tied up outside a RESIDENT'S home during any period of absence by the RESIDENT.

- 8.4 All pets shall be attended and on a leash when not inside the RESIDENT'S manufactured home.
- 8.5 Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain in the Community.
- 8.6 Excreta (pet droppings) must be cleaned up promptly by pet owners.
- 8.7 No pet food or dishes may be kept outside.
- 8.8 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 RESIDENT responsible for the pet. All pets must have valid licenses, where applicable, and proof of current rabies vaccinations.
- 8.9 RESIDENTS must sign a pet agreement and provide proof of liability insurance to the Community for each pet. RESIDENT shall also make Community a co-insured for the purpose of receiving notice in the case of cancellation of the insurance, pursuant to Oregon law. RESIDENTS who fail to provide proof of insurance or in the event insurance is cancelled will be required to remove pets from the Community immediately.
- 8.10 Community may charge RESIDENT an amount not to exceed \$50.00 for each violation of a written pet agreement or violation of the Community rules and regulations relating to pets. LANDLORD does not waive the right to have the pets removed from the Community at a later date if the pet continues to be a problem.
- 8.11 Pets are defined as dogs or cats. **NO EXOTIC PETS ARE ALLOWED.**

Section 9 **VEHICLES**

- 9.1 Each permanent manufactured home site is provided with off-street parking for no more than two passenger vehicles. No commercial vehicle(s) or equipment are allowed to be parked on a RESIDENT'S site.
- 9.2 The LANDLORD reserves the right to prohibit any vehicle, including vehicles owned by RESIDENTS, from entering the Community or to remain in the Community, if in the LANDLORD opinion, the vehicle is not properly maintained, constitutes a hazard to the residents of the community, or is in such a dilapidated condition that it detracts from the appearance of the community. Where the LANDLORD intends to remove the vehicle from the community 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 community in 24 hours, the LANDLORD may tow the vehicle from the Community at the vehicle owner's risk and expense. This also applies to inoperable and unlicensed vehicles.
- 9.3 Guests may park their cars on the street or other areas designated by the manager during daylight hours but must ensure that they are parked in a location so as not to block any neighbors access or

restrict traffic flow within the community. **NO PARKING ON STREETS FROM 10:00 P.M. TO 6:00 A.M.** LANDLORD reserves the right to tow the vehicle immediately if it is parked on the street during these hours.

- 9.4 Trucks larger than 3/4 ton must have prior written permission from the manager before they will be allowed to enter the Community or park on a RESIDENT site. Trucks of one (1) ton or larger will not normally be allowed to park overnight on a RESIDENT site.
- 9.5 Vehicles parked in violation of community rules and/or parked in fire zones or blocking access to any other RESIDENT'S lot will be towed away immediately at the vehicle owner's expense.
- 9.6 The speed limit within the community for all vehicles is limited to ten (10) miles per hour.
- 9.7 Motor homes, campers, trailers, boats, and other recreational vehicles are not allowed to be stored on the RESIDENT'S site, except that RV's may be left on a RESIDENT'S site for up to forty eight (48) hours to accommodate loading/unloading. In the event a recreational vehicle storage area is available for RESIDENT use, all recreational vehicles must be stored in the RV storage area or removed from the Community.
- 9.8 Motorcycles are not allowed in the Community except by prior written permission and must be registered at the Community office. Noisy motorcycles will not be allowed. Unregistered motorcycles may not be stored in the Community.
- 9.9 Driveways of vacant manufactured home sites may be used for guest or overflow parking with the manager's permission.
- 9.10 Loud motor vehicles shall not be operated in the Community at any time.
- 9.11 RESIDENTS are not allowed to overhaul vehicles on their site or in their driveway. No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made within the Community, and no automobile equipment, engines, and motors, etc. shall be washed anywhere in the Community.
- 9.12 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 Community or RESIDENT'S lot.

Section 10

COMMON AREAS/RECREATION FACILITY

- 10.1 There is a burn area available for RESIDENT'S use only. This burn pile is for agricultural items only. **DO NOT DEPOSIT PLASTICS, PAPER, TRASH OF ANY KIND, CONTAINERS, PAINT CANS, TIRES, APPLICANCES, ETC.** This burn area is available only during specific months of the year. Check with LANDLORD as to when you can use the burn pile.
- 10.2 LANDLORD will maintain those areas of Community, which RESIDENT is not responsible for maintaining pursuant to rental agreement and rules and regulations.

- 10.3 Common areas may not be used for storage or parking.
- 10.4 RESIDENT acknowledges that there are dimly lighted and/or dark areas within the Community and agrees to carry a portable light source when walking at night. RESIDENT shall provide a portable light source for any invitee or guest to RESIDENT'S home. The use of all recreational/common area/facilities including but not limited to clubhouse and common areas is done at the sole risk of the RESIDENT and RESIDENT'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 area/facilities. Use of all recreational/common areas/ facilities is restricted to the RESIDENT and RESIDENT'S guest. Guests are not permitted in recreational/common area facilities unless accompanied by RESIDENT. RESIDENT'S are directly responsible for RESIDENT'S guests conduct, actions and damages, etc. PETS, ALCOHOL and/or LIQUOR ARE NOT PERMITTED IN ANY RECREATIONAL/COMMON AREA/ FACILITY. Unnecessary noise or excessively loud parties will not be permitted at any time.
- 10.5 **CLUBHOUSE:** The use of the clubhouse is provided at no additional charge to RESIDENT'S. Guests are not permitted in the clubhouse unless accompanied by the RESIDENT. The LANDLORD will maintain necessary normal general housekeeping maintenance of the clubhouse but RESIDENTS are expected to leave the clubhouse in an orderly, clean state at all times. No alcoholic beverages will be permitted to be served or consumed in the clubhouse. No loud parties will be permitted at any time.

SECTION 11

TERMINATION OF LEASE/RENTAL AGREEMENT

- 11.1 **By RESIDENT:** RESIDENT may terminate this tenancy upon a minimum of 30 days' written notice to LANDLORD. If such notice is given, RESIDENT agrees to remove RESIDENT'S home from the homesite by the termination date given.
- 11.2 **By LANDLORD:** LANDLORD may terminate the tenancy if the RESIDENT or others occupying or visiting RESIDENT'S home:
1. Violate a law or ordinance which relates to RESIDENT'S conduct as a RESIDENT or violates this Agreement or the Rules and Regulations of the Community. RESIDENT may avoid such termination by correcting the specified violation within 30 days. If substantially the same violations reoccur within 6 months, LANDLORD may terminate the tenancy by giving RESIDENT at least 20 days written notice.
 2. LANDLORD may terminate the tenancy for deterioration or disrepair of the manufactured homes by giving the RESIDENT 30 days written notice. If the disrepair or deterioration does not cause a safety or health situation to the LANDLORD or other RESIDENTS, the RESIDENT may ask for an extension of a maximum of 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 hours written notice of nonpayment of

rent; if the RESIDENT fails to pay rent within 7 days after the rent becomes due.

- a. LANDLORD may terminate the tenancy by giving the RESIDENT not less than 30 Days written notice after the RESIDENT has received three or more 72-hour notices for Nonpayment of Rent within the previous 12 months. RESIDENT **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. RESIDENT or someone in RESIDENT'S control or RESIDENT'S pet seriously threaten immediately to inflict person injury, or inflict any substantial personal injury upon the LANDLORD, LANDLORD'S representative or other RESIDENTS.
 - b. RESIDENT, someone in RESIDENT'S control, or the RESIDENT'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 RESIDENT on the premises with permission of the LANDLORD or another RESIDENT.
 - c. RESIDENT or someone in RESIDENT'S control intentionally inflicts any substantial damage to the premises;
 - d. RESIDENT 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. RESIDENT or someone in RESIDENT'S control commits any act, which is outrageous in the extreme.
 5. LANDLORD may terminate the tenancy by giving the RESIDENT not less than 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. Residency terminates in the event of the death of the sole Occupant/RESIDENT.
 7. LANDLORD may terminate the tenancy, as provided by Oregon, if LANDLORD intends to cease operation of the Community.
 8. LANDLORD reserves the right to terminate the tenancy pursuant to any other Oregon laws.

SECTION 12

DISPUTE RESOLUTION

12.1 A. INFORMAL MEETING:

If a dispute arises under this Agreement or the Community Rules and Regulations, RESIDENT may request a meeting with the community managers to discuss the dispute. RESIDENT'S requests must be in writing and must explain the dispute. The community manager will meet with RESIDENT 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.

12.2 B. MEDIATION:

Either RESIDENT 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 RESIDENT.

12.3 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 community;
- b. sale of the community;
- 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 RESIDENT 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 RESIDENT 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 Community Rules and Regulations or the Rental Agreement/Lease. *If, after issuance of a notice of termination, RESIDENT fails or refuses to request ADR of the matter within the time set forth in the notice, and LANDLORD files for eviction, RESIDENT shall be conclusively presumed to have waived the right to thereafter request ADR.*

SECTION 13
PARTIAL INVALIDITY

13.1 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 been forced to the fullest extent permitted by law.

SECTION 14
AMENDMENT OF RULES

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

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

_____	_____
RESIDENT	DATE
_____	_____
RESIDENT	DATE
_____	_____
RESIDENT	DATE
_____	_____
RESIDENT	DATE