

**STADIUM VILLAGE
RULES AND REGULATIONS**

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>SECTION</u>
GENERAL.....	1
HOME SET UP	2
HOME STANDARDS.....	3
SETBACKS.....	4
HOME AND LOT MAINTENANCE.....	5
HOMEOWNERS AND GUESTS.....	6
SUBLETTING.....	7
SALE OF MOBILE HOMES.....	8
UTILITIES.....	9
PETS.....	10
COMMON AREAS	11
RECREATION/PLAYGROUND FACILITIES	12
VEHICLES	13
FIREARMS AND FIREWORKS.....	14
HAZARDOUS MATERIALS.....	15
DISPUTE RESOLUTION.....	16
PARTIAL INVALIDITY.....	17
WAIVER.....	18

IMPORTANT NOTE: These Rules and Regulations are an integral part of your Rental Agreement. Violation of the Rules and Regulations can result in the termination of your tenancy.

Addendum to STADIUM VILLAGE Rental Agreement

THESE RULES AND REGULATIONS ARE CONSIDERED AN INTEGRAL PART OF YOUR RENTAL AGREEMENT.

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN STADIUM VILLAGE AND ANY HOMEOWNER/RESIDENT WHICH MODIFY OR AMEND THE RULES, REGULATIONS OR POLICIES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENTATIONS OR AGREEMENTS ARE INVALID AND UNENFORCEABLE.

Section 1 - GENERAL

Be advised that any and all agreements between STADIUM VILLAGE and any HOMEOWNER/resident which modify or amend the rules, regulations or policies set forth herein must be in writing. Verbal representations or agreements are invalid and unenforceable.

1.1 These rules and regulations apply to the manufactured housing COMMUNITY known as STADIUM VILLAGE, which is referred to in these rules and regulations as "STADIUM VILLAGE".

1.2 The individuals who lease lots in STADIUM VILLAGE from OWNER will be referred to in these rules and regulations as "HOMEOWNER" or "HOMEOWNERS" and shall include all occupants of the home.

1.3 The manufactured homes or manufactured housing structures which HOMEOWNER'S place on lots they lease in STADIUM VILLAGE will be referred to in these rules and regulations as "homes" (or singularly).

1.4 The individual manufactured home lots in STADIUM VILLAGE leased to HOMEOWNERS will be referred to in these rules and regulations as "lots".

1.5 The lot rental agreement entered into between STADIUM VILLAGE and HOMEOWNER, of which these rules and regulations form an integral part, is referred to in these rules and regulations as "lot rental agreement" or "agreement".

1.6 Any approval, consent, or waiver which these rules and regulations must be obtained from STADIUM VILLAGE in writing, signed by an authorized representative of STADIUM VILLAGE, and obtained prior to doing the act for which approval, consent, or waiver is to be obtained.

1.7 Any actions with which these rules and regulations deal must be taken in accordance with federal and state law and regulations and in accordance with local ordinances.

1.8 Any exterior alterations to HOMEOWNER'S home or improvements (including fencing, painting, color scheme changes, name signs and the like) constructed on HOMEOWNER'S lot must have the prior written approval of STADIUM VILLAGE, whether those alterations or improvements are required by the lot rental agreement or these rules and regulations or whether they are voluntarily proposed by HOMEOWNER. Improvements or alterations will usually be required to be made with factory-manufactured material.

1.9 STADIUM VILLAGE, at its sole discretion, may waive or modify any of the requirements of these Rules and Regulations based on a demonstration by HOMEOWNER that special circumstances exist which

distinguish its situation from that of other HOMEOWNERS. Any waiver or modification must be approved in writing in advance.

1.10 STADIUM VILLAGE DOES NOT provide a security patrol or security systems. HOMEOWNERS are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. HOMEOWNERS observing any suspicious or illegal acts are requested to notify the STADIUM VILLAGE manager or the police department.

Section 2 - MOBILE HOME SET-UP

2.1 Prior to siting any home in STADIUM VILLAGE, the HOMEOWNER shall submit a detailed site plan to the appropriate City Department specifically locating the home and any improvements to be made to the home or on the HOMEOWNER lot relative to the lot boundaries and street. The HOMEOWNER shall be responsible for obtaining the approval of the site plan from the City prior to locating the home on site. The HOMEOWNER shall also be responsible for coordinating with STADIUM VILLAGE to locate the corners of the home and any improvements HOMEOWNER intends to make on the lot prior to the deliver and set-up of the home to ensure compliance with City and STADIUM VILLAGE setback standards. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. The HOMEOWNER will coordinate with the dealer and/or transportation company that moves the home to ensure that the home is properly positioned on the lot. Electrical, telephone, cable t.v., sewer, and water connections as well as placing gravel or concrete runners on the lot and blocking the home are the responsibility of the HOMEOWNER.

2.2 Each HOMEOWNER is responsible for any damage caused during the siting of the home and shall reimburse STADIUM VILLAGE for any expense incurred by the STADIUM VILLAGE as a result of damage caused to the lot, curb, driveway or utility services, or any portion of STADIUM VILLAGE by the HOMEOWNER moving in or out of STADIUM VILLAGE.

Section 3 - MOBILE HOME STANDARDS

3.1 Homes located in STADIUM VILLAGE as of April 1, 1998 must comply with current City/County/State building code standards and those standards set forth in the STADIUM VILLAGE Rules and Regulations. However, as a condition of approving the sale of any home currently located in STADIUM VILLAGE, to a new homeowner, STADIUM VILLAGE shall require that the home be brought up to and comply with all current park standards at the time of sale except as otherwise noted below.

3.2 Prior to siting any home in STADIUM VILLAGE, the HOMEOWNER shall provide STADIUM VILLAGE with a copy of the home purchase agreement or accurate description of the home that confirms that the purchase agreement includes all required improvements as set forth below, including skirting, decking, awnings, and storage building.

3.3 No permanent exterior alterations are to be made to the home, or home lot without the prior written permission of STADIUM VILLAGE. STADIUM VILLAGE reserves the right to approve any exterior accessory or structure added to the home or placed on the lot prior to its construction and/or installation. All structures must be of factory/manufactured material or specifically approved by STADIUM VILLAGE prior to their construction and/or installation. STADIUM VILLAGE reserves the right to request that all permanent structures erected by a HOMEOWNER on a HOMEOWNER'S lot be removed at the HOMEOWNER'S expense when the HOMEOWNER moves from the park.

3.4 All homes, accessories, and/or alterations/additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.

3.5 All improvements constructed/erected on a HOMEOWNER'S lot to include skirting, carport, decks, porches, awnings, storage buildings, etc. must be constructed/erected by a licensed contractor.

3.6 All homes moving into STADIUM VILLAGE after April 1, 1998 must have a window of not less than 12 square feet on the side of the home facing the street; example: 3', 6" wide by 3', 6" high. A smaller window may be allowed with the prior written approval of STADIUM VILLAGE on the condition that the HOMEOWNER install landscaping acceptable to STADIUM VILLAGE across the front of the home to visually compensate for the lack of window size. The window(s) facing the street must have wood trim painted a complimentary color.

3.7 All towing hitches must be removed immediately after the home is placed on the lot.

3.8 Homes moving into STADIUM VILLAGE after April 1, 1998 must:

- i. Be a minimum of 24' wide, and must be approved by STADIUM VILLAGE prior to move-in.
- ii. Contain at least 1,000 square feet of floor space, unless lot size, or other approved circumstances limit the size of the home.
- iii. Have a composition asphalt shingle roof or the equivalent with a gable profile.

A home will normally not be accepted if it is more than five years old as of the date of move-in. STADIUM VILLAGE reserves the right to refuse admission to any home which does not meet park standards or the condition and/or if the appearance of the home is misrepresented.

3.9 All homes moving into STADIUM VILLAGE after April 1, 1998 are required to have:

- i. Wood, composition, vinyl or aluminum lap siding.
- ii. Skirting of a similar material as the siding on the home and painted/stained to match the siding or trim color.

Wood skirting must be made of pre-treated/weatherized material that is compatible in design to the exterior of the home. Brick, rock or ornamental skirting is also acceptable. Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked or filled prior to painting. Skirting must be installed within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT allowed.

3.10 Temporary steps must be removed not later than thirty (30) days after set-up.

3.11 All homes are required to have a concrete walk, at least 36" wide, extending from the front porch to the street.

3.12 All homes must be connected to the sewer line with rigid pipe. The home must be placed on the lot so as to cover/enclose the sewer and water connections.

3.13 All homes must have gutters and downspouts connected to the curb drain by underground 3" rigid or corrugated pipe. Said installation to be completed within sixty (60) days following move in.

3.14 Each HOMEOWNER shall be responsible for installing the lot number of their home on the front side of the home approximately 5' above ground level.

3.15 All homes moving in STADIUM VILLAGE must have awnings and decks not less than the minimum sizes outlined below. As a condition of approving the sale of any home in STADIUM VILLAGE, STADIUM VILLAGE will require that all homes wood-frame awnings with composition shingle roof of a size to cover the deck/porch and steps. These requirements apply to all home entrances except as noted below; however, no porch awning shall be required under the carport awning. Homes located in STADIUM VILLAGE must have a carport awning constructed of wood with composition shingle roof to match the roofing material on the home and be of a size sufficient to cover not less than one car.

The awning and deck requirements are outlined below:

Primary Entrance:

Deck - minimum 36" x 36" of continuous deck.

Awning – minimum 36" x 36" of wood-frame awning with composition shingle roof.

NOTE: Awning framing & supports for wood frame awnings must be 2" x 4" framing material & 4" x 4" wood support posts. A patio-side awning is not required if the entry is recessed 24" or more as measured from the door jam to the outside edge of the home.

Carport Entrance:

Deck - 36" x 36"

Carport Awning - A wood frame carport with composition shingle roof of a size not less than 12' x 40'.

NOTE: Awning framing must be of 2" x 4" or 2" x 6" material; support posts must be of 4" x 4" material. All construction must comply with local building codes. Any wood frame patio awning and/or carport awning must be painted to match the home, including the underside of the front entry and carport awning, and be approved by STADIUM VILLAGE in writing prior to it's construction. Roofing shingles on the carport awning must match shingles on the home. The carport awning must be a minimum of 12' wide unless the terrain or lot(s) size/shape limits awning size to a narrower width. All carport awnings must start at the front of the home. Corrugated metal or fiberglass awnings are NOT allowed.

A larger carport, double carport or enclosed garage may be allowed so long as the design is submitted to and approved by STADIUM VILLAGE prior to construction and does not violate any City or community setback restriction(s).

3.16 Decks and porches must be skirted with the same material as used to skirt the home and painted or stained to match the skirting of the home. All decks/porches and steps must have hand rails. Vertical slats/railings made of 2" x 2" material on 4" centers must be installed between the top of the railing and the deck and step treads. Decks must be constructed of 2"x4" or 2"x6" pressure treated/weatherized wood. Awnings, decks and storage buildings must be installed and painted/stained within thirty (30) days following set-up of the home unless other arrangements have been made in writing with STADIUM VILLAGE.

3.17 Each HOMEOWNER is required to install a storage building of a size not smaller than 6' x 8' nor larger than 15' x 10'. The storage building must be constructed of vinyl or aluminum lap siding or pre-treated wood siding painted or stained to match the home. Storage buildings must be roofed with asphalt shingles to be compatible with the color and style of the HOMEOWNER'S home. Pre-fabricated wood storage sheds are allowed, subject to prior written approval from STADIUM VILLAGE. Pre-fabricated wood buildings must be of a color that is compatible with the HOMEOWNER'S home.

3.18 Each HOMEOWNER shall install two above-ground hosebibs (one on either side of their home). 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 which is accessible and maintained in good working order at all times.

3.19 Homes located in STADIUM VILLAGE must be landscaped with no bare ground left exposed. As a condition of approving the sale of any home located in STADIUM VILLAGE, STADIUM VILLAGE shall review and approve in writing the lot landscaping. Any additional landscaping improvements required to comply with current park standards shall be identified to the current and prospective HOMEOWNER(S) at the time the prospective home buyer's application is approved. Completing said improvements shall become a part of the rental/lease agreement between STADIUM VILLAGE and the new HOMEOWNER.

The HOMEOWNER must submit a landscaping plan to STADIUM VILLAGE for review and approval. The landscape plan must be drawn to scale and identify, in detail, all areas to be landscaped and the specific plant material and plant sizes. A copy of the landscape plan, initialed by both STADIUM VILLAGE and the HOMEOWNER, shall become a part of the HOMEOWNER'S rental/lease agreement. Installation of all landscaping shall be completed not later than 90 days following move-in. STADIUM VILLAGE shall install a street tree consistent with the master landscape plan on the HOMEOWNER'S lot at a location in the front yard near the property/lot line opposite the driveway. A minimum 24" wide planting bed must be installed across the front of the HOMEOWNER'S home. All front yards must contain a minimum of five (5) evergreen shrubs not smaller than two (2) gallons or 18" to 21" in size.

All HOMEOWNERS are required to landscape and maintain the yard area next to their driveway that lies within the boundary of their lot. All lawn areas must be mowed regularly; all planting beds and lawns must be kept weed free. HOMEOWNERS are encouraged to install landscaping similar or complimentary to the landscaping on their neighbors lot(s) or may make arrangements with their neighbor to allow the neighbor to improve and/or maintain the landscaping in this area, if both parties agree.

3.20 Basketball backboards may not be installed on carports, awnings or other structures located on the HOMEOWNER'S lot. Portable basketball backboards/stands are allowed with the prior written approval of STADIUM VILLAGE.

3.21 Exterior window blinds are allowed with the prior written permission of STADIUM VILLAGE. Bamboo or reed exterior blinds are NOT allowed. Exterior blinds must be of a color that matches the exterior siding or trim color and must be maintained by the HOMEOWNER in a serviceable condition at all times.

Section 4 - SETBACKS

4.1 No manufactured home or accessory structure(s), including patios or awnings, shall be located closer than 5' from any side or rear lot line or closer than 8' from any electrical transformer.

4.2 Homes moving into STADIUM VILLAGE shall not be placed any closer than 10' from the edge of the street or curb.

4.3 No manufactured home shall be located within 15' of another manufactured home measured from side-to-side or within 10' of another manufactured home measured end-to-end.

Section 5 - HOME AND LOT MAINTENANCE

5.1 Each HOMEOWNER shall be responsible for maintaining and keeping clean and in good repair the exterior of their home as well as all appurtenant HOMEOWNER structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, handrailings, storage buildings, etc. must be painted or stained as necessary to prevent their visual and/or physical deterioration.

5.2 HOMEOWNERS are responsible for maintaining all lawn areas, flowers and shrubbery within their lot. If the landscaping is not properly maintained, STADIUM VILLAGE reserves the right to perform whatever landscape maintenance may be required and charge the HOMEOWNER directly.

5.3 Cyclone or wood fences not exceeding 48" in height may be installed in the rear and side yard areas of a HOMEOWNER'S lot. Fences installed in the side yard area or on the lot boundary line shall not extend beyond the front of the home. Cyclone fences must include a top horizontal bar. Wood fences must be constructed of "standard or better" material; posts must be pressure-treated 4" x 4" material. All wood fences must be painted or stained to match the color of the home. Options relating to the height, material and design standards as set forth above must be submitted to STADIUM VILLAGE for approval. Alternative designs may be acceptable, provided that 1) the proposed fence is, in the opinion of STADIUM VILLAGE, consistent with the standards of the community and 2) the HOMEOWNER obtains the prior written approval of neighboring HOMEOWNERS. Fences must be approved in writing by STADIUM VILLAGE prior to installation. HOMEOWNERS shall be responsible for maintaining any fence located on their lot.

5.4 Common areas, driveways, streets and HOMEOWNER lot(s) and yard areas including porches and decks are to be kept clear and free from trash and litter at all times. Children's toys are not to be left in the streets. Garbage cans, firewood, gardening tools and equipment, etc. must be stored in the HOMEOWNER'S storage shed or out of sight. Appliances shall not be stored outside.

5.5 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture.

5.6 Clothes lines, clothes line poles and/or other outside drying of clothes, linens, etc. are not allowed.

5.7 HOMEOWNERS may, with the prior written permission from STADIUM VILLAGE, erect play equipment in their backyards. Any play equipment placed on the lot must be located behind the home and within the designated boundaries of the HOMEOWNER'S yard. Each HOMEOWNER assumes responsibility for maintaining the playground equipment in serviceable condition during their term of residency and agree to remove the equipment when they terminate their tenancy in STADIUM VILLAGE. No trampolines are allowed to be erected on homeowner's space.

5.8 HOMEOWNERS must remove any holiday decorations from their manufactured home within thirty (30) days after the celebrated holiday.

5.9 Window coverings visible from the outside of the manufactured home must be: (a) in good working order; (b) a neutral color compatible with the home/trim color; and (c) of a design and materials standard in the window dressing industry such as drapes, levelors, etc.. Sheets, blankets, plastic, paper, foil, etc. are not allowed.

Section 6 - HOMEOWNERS AND GUESTS

6.1 HOMEOWNERS must be identified in the rental application, listed in the rental agreement, and approved by STADIUM VILLAGE prior to establishing residency in STADIUM VILLAGE.

6.2 There shall be no more than two (2) permanent HOMEOWNERS per bedroom occupying a home.

6.3 Any guest(s), including house-sitters, who remain in STADIUM VILLAGE for more than thirty (30) days shall be considered to be a permanent resident of the home in which they are staying; however, no guest shall be allowed to occupy a home in STADIUM VILLAGE unless they first apply for residency and are approved in accordance with the procedure set forth in paragraph 6.1 above. Furthermore, STADIUM VILLAGE reserves the right to disapprove the request of any guest to become a permanent resident in the event said approval would violate the occupancy standards set forth in paragraph 6.2 above. Guest remaining in STADIUM VILLAGE for more than thirty (30) days must be identified to the manager within three (3) days following the 30 day guest residency period.

6.4 No HOMEOWNER, guest or pet may cause or suffer any loud or disturbing noise at any time. This prohibition shall include but not be limited to disturbances caused by parties, radios, televisions, stereo equipment, etc. HOMEOWNERS must not trespass on other HOMEOWNER'S lots or disturb the property of other HOMEOWNERS. Quiet hours at STADIUM VILLAGE extend from 10:00 p.m. to 7:00 a.m. on weeknights, and 12:00 a.m. to 7:00 a.m. on weekends. Minors are required to observe City of Keizer curfew laws, which extend from 12:00 a.m. to 4:00 a.m. daily.

6.5 Any business activity, including baby-sitting, may be conducted in a HOMEOWNER'S home in STADIUM VILLAGE so long as the business does not violate any local ordinance(s) and does not cause a disturbance to other HOMEOWNERS.

Section 7 - SUBLETTING

7.1 No renting or subletting of a home shall be permitted. Homes must be owner-occupied.

7.2 Under exceptional circumstances, STADIUM VILLAGE may approve the use of a home by other than the owner; however, prior written permission must be obtained in advance.

Section 8 - SALE OF HOMES

8.1 Prospective purchasers of a HOMEOWNER'S home must submit an application for residency and be approved by STADIUM VILLAGE PRIOR to occupying any home in STADIUM VILLAGE. No sale of a home in STADIUM VILLAGE shall obligate management to accept a new purchaser as a homeowner unless an application has been received and approved by STADIUM VILLAGE prior to the sale.

8.2 HOMEOWNERS shall be allowed to sell their home on its present lot to a new homeowner, subject to the following conditions:

The home shall be brought up to all current park standards for new homes moving into STADIUM VILLAGE. If the home is more than fifteen (15) years old as of the date of sale, STADIUM VILLAGE reserves the right to require that the new purchaser agree, in writing, that the home be moved from STADIUM VILLAGE at the time of its sale to a subsequent purchaser.

STADIUM VILLAGE may waive this requirement if, in STADIUM VILLAGE'S opinion, the home has been adequately maintained and meets STADIUM VILLAGE standards.

8.3 A single, professionally prepared or realtor "For Sale" sign may be displayed in the front yard or window of a homeowner's home. The sign must not be more than 18" x 24" in size. Homemade signs are not allowed.

Section 9 - UTILITIES

9.1 Electrical, sewer, garbage and water service are the responsibility of each HOMEOWNER and are payable by each HOMEOWNER directly to the utility provider.

9.2 Each HOMEOWNER is responsible for providing their own garbage container(s). All garbage containers must have a lid(s) that close tight. Garbage and/or garbage containers must be kept out of sight except on days when garbage is scheduled to be collected and must be put away the day of the garbage pick up.

9.3 Paper towels, sanitary napkins, and other large items should not be flushed down your toilet. Grease should not be poured down sinks. Any expense incurred in clearing a sewer line blockage caused by HOMEOWNER negligence or misuse will be charged to the HOMEOWNER causing the blockage.

9.4 No c.b./home radio antennas or exterior t.v. antennas are allowed. Small scale antennas (18" diameter dish or smaller) are allowed if the antenna is placed at the rear of the homeowner's carport or roof and is approved in writing by STADIUM VILLAGE.

9.5 Each HOMEOWNER shall be responsible for ensuring that no storage building, patio, or other improvements are erected or placed over any water shut-off valve or sewer clean-out that may be located on

the HOMEOWNER'S lot.

Section 10 - PETS

10.1 A. Dogs/cats: Up to two animals may be allowed with the prior approval of STADIUM VILLAGE. Said approval shall specifically identify the pet(s) and shall become part of the rental agreement between STADIUM VILLAGE and the HOMEOWNER:

1. Pets must weigh less than 50 lbs. at maturity.
2. Pets are not allowed to roam unattended on the streets, common areas, or other HOMEOWNER'S lot. Dogs shall be attended and on a leash when not inside the HOMEOWNER'S home.
3. No outside dog runs or dog houses are allowed.
4. Noisy, unmanageable, or unruly pets that cause complaints will not be allowed.
5. Pet owners are responsible for cleaning up any pet droppings/excreta immediately.
6. A vision/hearing-impaired resident may be allowed to have a specially-trained dog larger than 50 lbs. with the prior written permission of STADIUM VILLAGE.

B. Other household pets: In addition to dogs/cats, HOMEOWNERS may have other pets with the prior approval of STADIUM VILLAGE (fish and caged birds are allowed -- no prior approval is required). Farm animals, exotic and/or dangerous pets. **Full or mixed breeds of the following dogs are not permitted under any circumstances without exception: Chow, Rottweiler, Doberman, Pitbull, Blue Heeler, and German Shepherd.** .

Section 11 - COMMON AREAS

11.1 STADIUM VILLAGE will provide and maintain common area amenities within the community. HOMEOWNERS and their guests may use such areas pursuant to these Rules and Regulations, provided, however, that such use is at the risk of the user. STADIUM VILLAGE is not responsible for injuries or damages associated with use of common areas or the personal property connected with them.

11.2 HOMEOWNERS and their guests may use STADIUM VILLAGE common areas only for the purposes for which they were intended and must not engage in activities which would not be permitted on leased sites. Common areas may not be used for storage or HOMEOWNER parking.

11.3 STADIUM VILLAGE streets and/or sidewalks shall not be used as playgrounds by HOMEOWNERS or guests.

11.4 Personal belongings such as bicycles, toys, games, etc. which are abandoned in the streets or common areas will be confiscated and subject to disposal.

Section 12 - VEHICLES/PARKING

- 12.1 All HOMEOWNER vehicles which are parked in STADIUM VILLAGE must be registered with STADIUM VILLAGE and identified by make, model, year, and license number. All vehicles must be registered with management within thirty (30) days.
- 12.2 Each HOMEOWNER shall be responsible for providing sufficient driveway/parking space on their lot to provide for off-street parking for not less than two (2) passenger vehicles.
- 12.3 HOMEOWNER parking is restricted to the HOMEOWNER'S driveway or other designated parking areas. No overnight parking on the streets between the hours of 12:00 a.m. and 6:00 a.m. is allowed by guests or HOMEOWNERS.
- 12.4 No boats, campers, recreational vehicles, ATV's, commercial vehicles, unlicensed vehicles, etc. are allowed to be parked on a HOMEOWNER'S lot.
- 12.5 STADIUM VILLAGE reserves the right to restrict access to any vehicle to STADIUM VILLAGE, if in STADIUM VILLAGE'S opinion, the vehicle is too loud, constitutes a hazard or is in such dilapidated condition that it distracts from the appearance of the community. **INOPERABLE VEHICLES ARE NOT ALLOWED IN STADIUM VILLAGE.**
- 12.6 Guests may park their cars on the street or other designated parking areas, when visiting a HOMEOWNER but must ensure that they do not block any neighbor's access or restrict traffic flow within the park.
- 12.7 Trucks larger than 3/4 ton must have prior written permission from STADIUM VILLAGE to enter the community and/or park on a HOMEOWNER lot.
- 12.8 Vehicles parked in violation of STADIUM VILLAGE rules may be towed away and/or impounded at the HOMEOWNER'S expense, pursuant to local statute.
- 12.9 The speed limit within the community for all vehicles is ten (10) miles per hour.
- 12.10 Recreational vehicles including motor homes, campers, and/or travel trailers may be left on a HOMEOWNER'S lot for up to forty-eight (48) hours to accommodate loading and/or unloading if sufficient room for off-street parking is available or on the street in front of the home for not more than 24 hours if off-street parking is not available.
- 12.11 Motorcycles are not allowed in STADIUM VILLAGE except by prior written permission and must be registered with STADIUM VILLAGE. Noisy or unregistered motorcycles will not be allowed in STADIUM VILLAGE.
- 12.12 Loud motor vehicles shall not be operated in STADIUM VILLAGE at any time.
- 12.13 No repair, including oil changes, of automobiles, motors, engines, trailers, boats or other similar equipment will be made in STADIUM VILLAGE. No automobile equipment, engines, motors,

etc. shall be washed anywhere in STADIUM VILLAGE.

Section 13 - FIREARMS AND FIREWORKS

13.1 Firearms shall not be discharged within STADIUM VILLAGE at any time. Firearms are to be unloaded at all times while in STADIUM VILLAGE. Weapons including "BB" guns, pellet guns, dart guns and any other weapon capable of firing a projectile are considered firearms.

13.2 Oregon State Law prohibits the use of certain types of fireworks. Fireworks that "pop" or propel into the air are considered illegal. The only fireworks that will be allowed in STADIUM VILLAGE are those that do not make noise and/or are hand held. HOMEOWNERS and/or their guests must clean-up any fireworks discharged in STADIUM VILLAGE.

Section 14 - HAZARDOUS MATERIALS

14.1 No motor oil or other caustic or non-biodegradable substance may be deposited in any street drain, sewer system or on the grounds within STADIUM VILLAGE. Any fine and/or costs associated with the clean-up of any non-biodegradable substance that is caused by any HOMEOWNER in STADIUM VILLAGE shall be the responsibility of the offending HOMEOWNER.

Section 15 - DISPUTE RESOLUTION

15.1 A. Subject only to Paragraph D, below, any HOMEOWNER(S) having a dispute with any other HOMEOWNER or park management over interpretation and/or enforcement of the rental agreement or a park rule or policy shall:

- i. Request a meeting with the park manager to discuss the dispute.
- ii. If the meeting with the park manager does not satisfactorily resolve the dispute, the HOMEOWNER(S) may request a meeting with the park owner, or professional management representative of the park owner, if the owner uses a property management company.

B. MEDIATION: If step #1 above is not successful, either the STADIUM VILLAGE or HOMEOWNER(S) may request mediation of the dispute by notifying the other party in writing of said request.

Within five (5) days of receipt of such request, both parties shall commence the mediation process at an agreeable time and place through an independent third party. If the parties cannot agree on a third party, mediation must be conducted through "industry mediation procedures." The parties must mediate in "good faith." Both parties must participate in the mediation process for ten (10) days. All costs of mediation shall be shared equally by both parties.

C. ARBITRATION: Arbitration is available if the STADIUM VILLAGE and HOMEOWNER agree in writing. If all parties consent, a dispute involving more than one tenant may be consolidated into a single proceeding. The written agreement between STADIUM VILLAGE and HOMEOWNER must contain either the name of the arbitrator

or the process for selecting the arbitrator. An application for arbitration shall be delivered to the chosen arbitrator. Arbitration shall be conducted in accordance with the Oregon arbitration statute. The arbitrator shall schedule the hearing to be held within ten (10) days of his/her receipt of the application. The arbitration shall be completed before the rental due date next occurring after the notice of intent to arbitrate is given. The arbitrator shall have not less than ten (10) days to complete the arbitration process. The arbitration process shall include reasonable notice to the parties of the hearing. The parties may appear in person by representative or by counsel. The hearing is informal. The rules of evidence do not apply. The hearing may be recorded. The arbitrator may receive oral or documentary evidence. The arbitrator may issue oaths, issue subpoenas, require the production of documents and require the attendance of witnesses. The arbitrator may seek a court order if someone refuses to obey a subpoena or refuses to be sworn as a witness or is guilty of any contempt. The arbitrator's decision must be issued within five (5) days after the hearing. The decision must be in writing. A copy of the decision must be mailed by certified mail or delivered to the parties or to their designated representatives. The arbitrator's decision is final and binding. The decision may be enforced in accordance with the procedures in the Oregon arbitration statutes. The arbitrator's fee shall be agreed upon by the parties. Unless otherwise agreed, it shall be paid equally by both parties.

The prevailing party is entitled to his/her reasonable attorney fees and costs. Neither party may recover attorney fees to the extent that the legal services are provided at no cost.

D. MATTERS NOT SUBJECT TO ARBITRATION: The following issues are not subject to the dispute resolution provisions set forth above:

- i. Non-payment of rent or other fees or charges provided for in the rental agreement.
- ii. Increases of rent.
- iii. Closure of the mobile home park.
- iv. Any dispute involving substantial personal injury to another tenant or employee of the park owner.
- v. Conviction of tenant of a crime.
- vi. And all others as provided for in Oregon state law.

SECTION 16 - PARTIAL INVALIDITY

16.1 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 17 - WAIVER

17.1 WAIVER: Failure of STADIUM VILLAGE at any time to require performance of any provision of this agreement shall not limit the right of STADIUM VILLAGE to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself or any other provisions.

17.2 STADIUM VILLAGE reserves the right to amend, revise, and/or add additional rules and regulations in accordance with Oregon Law.

I hereby acknowledge that I have received a copy of the Rules and Regulations of STADIUM VILLAGE.

HOMEOWNERS _____
Name Date

Name Date

STADIUM VILLAGE: _____
Manager Date