

**RULES AND REGULATIONS**

**of**

**Hubbard Estates  
a Caritas Community**

**January 30, 2023**

**Equal Housing Opportunity**

**We do business in accordance with  
the Federal Fair Housing Law**



**It is illegal to discriminate against any person  
because of race, color, religion, sex,  
gender, gender identity, gender expression,  
handicap / disability, familial status, ancestry or national origin**

**Hubbard Estates  
4200 Hwy 99E  
Hubbard, OR 97032  
503-981-9174**

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## **1. INTRODUCTION.**

These Rules and Regulations have been developed as a basis for good relations within **Hubbard Estates**. Because this is a manufactured home community, it has unique conditions which must be recognized and dealt with in a fair and reasonable manner and applied and complied with on an impartial basis. The spirit behind these Rules and Regulations is the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep Community standards high and to maintain a happy and friendly atmosphere, but also to assure each Resident a maximum of convenience and comfort.

The following Rules and Regulations are a part of your rental agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and the Community Management. Furthermore, the regulations contained in these Rules and Regulations will apply to any legal owner, registered owner, junior lienholder, heir, joint tenant, or personal representative of the estate of a Resident or any other person or party who gains ownership of Resident's manufactured home manufactured home pursuant to Oregon or other federal laws. The Community Management will interpret and enforce these Rules and Regulations in a reasonable manner.

## **2. COMMUNITY STATUS.**

**Hubbard Estates** is an all-age community with no minimum age requirements for Residents.

## **3. ANNUAL VERIFICATION OF INCOME.**

The Community operates as a community for low-income housing pursuant to Federal guidelines. Accordingly, Resident shall be required to verify his or her income annually after being given ten (10) days written notice of the same.

## **4. DEFINITIONS.**

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

A. "Guests" are all persons not listed on the written rental agreement and include all persons who visit the Homesite at the invitation, request or tolerance of Resident.

B. "Homesite" means the real property rented to Resident by Owner and identified in the rental agreement. The boundaries of the real property rented to Resident shall be the lesser of either: (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (2) the apparent physical boundaries of the Homesite as they exist at the time the rental agreement is/was entered into. PLEASE NOTE: The boundaries of the Homesite end at the top of the roofline of the Resident's manufactured home. The rental of the Homesite does not include any right or easement for light or view. These rights are specifically reserved to Owner. Regarding maintenance of the Homesite, Resident shall be responsible for the greater area as defined by this paragraph.

C. "Owner" includes, but it is not limited to, the owners of the Community (including the owner's partners, directors, representatives, officers, employees, and agents) and the management of the Community (herein referred to as the "Community Management").

D. "Community" means Community Name.

E. "Community Facilities" means those services and facilities of the Community generally available to Residents and their Guests.

F. "Community Management's approval" or "approval of Community Management," "Community Management's consent" or "consent of Community Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Community Management's prior written approval must have been obtained by Resident before Resident commences any such action requiring Community Management's approval. If Community Management's prior written approval is required, Resident shall submit a written request to Community Management which describes the action Resident proposes to take and requests Community Management to give prior written approval.

G. "Resident" is a homeowner or other person who is identified in the written rental agreement and lawfully occupies the manufactured home at the Homesite. A prospective homeowner, purchaser, or those persons listed on the last page of the rental agreement as "Homeowner" who have not been approved for tenancy by the Owner and have not closed escrow on the manufactured home occupying the Homesite shall not be deemed a "Resident."

## **5. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.**

- A. Residents and Guests have the right to use the Homesite and Community Facilities only if they comply with these Rules and Regulations and the other provisions of the Community's residency documents.
- B. Resident agrees to abide and conform with all applicable laws and ordinances, all terms and conditions of these Rules and Regulations, all rules, regulations, terms and provisions contained in any document referred to in Resident's rental agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner.
- C. Community Management will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Community Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Community Management and each Resident individually. Resident agrees that he or she is not a third-party beneficiary of any other agreement between Owner/Community Management and any other Resident in this Community.
- D. Resident must recognize that Community Management will not be responsible to Resident for normal, day-to-day disturbances that may result from the close proximity of other Residents and persons within the Community. Community Management will not be liable to Resident for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If Resident is unreasonably disturbed or bothered by the activity of another Resident or the Guest of another Resident, Resident should attempt to reasonably resolve any such problem.
- E. Any violation of the Rules and Regulations shall be deemed a public nuisance. Resident agrees that a breach of any of the Rules and Regulations cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Owner shall be entitled to injunctive relief including, but not limited to, restraining Resident from continuing to breach any such Rules and Regulations, term, or condition, or to allow a condition in violation of a rule or regulation, term or condition to exist or continue to exist.

## **6. CONDUCT.**

- A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Community which is generally open to Residents and their Guests.
- B. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may not be operated in the Community.
- C. Residents and their Guests shall not encroach or trespass on any other Resident's Homesite or upon any area which is not open for general use by Residents and their Guests. All Community property which is not for the use of Residents and their Guests, including, but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Community Management, shall not be used, tampered with or interfered with in any way by Resident.
- D. Residents and their Guests must be quiet and orderly and shall not be allowed to do anything which might be cause for complaint. Residents must ensure all Guests and all occupants of the manufactured home are familiar with the Community's Rules and Regulations.
- E. Except for gas or electric barbecues approved for use by Community Management or fireplaces and other appliances installed in Resident's manufactured home, no burning of anything flammable, (wood, paper, coal or any other material), is allowed in the Community. No barbecues may be transported to the recreational facilities.
- F. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Community Management in violation of any law or ordinance.
- G. Resident is responsible for the actions and conduct of all other occupants or Residents of Resident's manufactured home and for the actions and conduct of Resident's Guests and invitees. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Community's recreational facilities and common areas.

H. The manufactured home and Homesite shall not be used for any business or commercial activity which may disturb the residential nature of the Community. Before Resident can commence any business activity at Resident's Homesite, written permission of Community Management must be obtained. Furthermore, Resident must comply with the following conditions:

- (1) All required business licenses and/or permits are obtained, and copies are provided to Community Management;
- (2) The Community's address shall not be used in any advertising;
- (3) No foot traffic or additional commercial vehicles will be permitted;
- (4) No one other than an occupant of Resident's manufactured home shall be employed on the Homesite in the conduct of the home occupation;
- (5) The home occupation shall be conducted entirely within the manufactured home and shall be incidental and secondary to the use of the manufactured home as a residence;
- (6) All activity and any storage of equipment or supplies in an accessory structure or exterior building must be conducted and stored safely.
- (7) All vehicles must follow community parking rules and policies and not encroach on other residents' properties.
- (8) The residential character of the exterior of the manufactured home shall not be changed, without prior Management approval. Resident's manufactured home shall be for the personal and actual residence of Resident; if Resident no longer resides in the manufactured home, no home occupation will be allowed.

I. **Prohibition on Use of Drones.** Due to privacy concerns and health and safety issues, the use of drones in the Community by Residents or their Guests or invitees is strictly prohibited at all times.

## **7. COMMUNITY PERSONNEL.**

Owner shall be represented by Community Management, including a Resident Manager, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Community's Owner.

## **8. GUESTS.**

A. Resident is prohibited from allowing another person (not listed as a resident on the rental agreement) to "occupy" (within the meaning of ORS 90.403) the Homesite or manufactured home without Management's written permission. Additionally, Resident shall not permit anyone not listed as a resident on the rental agreement to cumulatively occupy the manufactured home or Homesite for thirty (30) days or more in a rolling twelve-month period. No one (whether Resident or otherwise) shall be permitted to sleep or stay on the Homesite outside of the home (e.g. in a tent or in the backyard or in a car in the driveway).

B. Unless the parties enter into a temporary occupancy agreement, no Guest shall remain in the Community for more than thirty (30) days. Guests remaining for more than thirty (30) days must be identified to Management within three (3) days following the thirty (30) day guest residency period, apply for temporary occupancy (or residency) enter into a temporary occupancy agreement. Resident is solely responsible for any and all fees associated with the additional or temporary occupancy. If an individual is not approved as a temporary occupant or resident, he or she must promptly leave the Community. Any person applying for temporary occupancy is subject to a criminal background check.

C. Before any additional person (other than the ones listed on the last page of Resident's rental agreement) may stay longer than the grace period and/or is permitted to reside with Resident, Resident must ensure that such person register with Community Management. However, no such person or registered Guest will have any rights of tenancy in the Community in the absence of Resident.

D. Community Management reserves the right to determine whether the Community's recreational and other facilities can accommodate all the Residents and their Guests; therefore, Community Management may refuse any Guest access to said facilities if the Guest's presence would unreasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the Community Facilities.

## **9. MANUFACTURED HOME MANUFACTURED HOME OCCUPANCY.**

A. The number of occupants of a manufactured home shall be limited to two (2) persons per the number of bedrooms present in the manufactured home, plus one (1) additional occupant. A bedroom is defined as a living space which is designed for sleeping and which has closet space but does not have plumbing.

B. At all times, at least one person who regularly occupies the manufactured home must be a registered owner of the manufactured home.

## **10. MANUFACTURED HOME STANDARDS.**

A. **Manufactured Homes.** To ensure architectural compatibility, construction and installation standards, all incoming manufactured homes must be in good condition, must be approved by Community Management, and must have detachable hitches. Furthermore, Resident is responsible for determining that Resident's manufactured home (as well as all appliances and additional equipment used on or at the Homesite) is compatible with the electric service of the Community. Under no circumstances may any Resident or Guest touch, alter or tamper with the Community's utilities and pedestals for gas, electricity and water. Such utilities and pedestals for gas, electricity and water are the sole property of the Community. The maximum amperage is determined by local electricity provider.

B. **Manufactured Home Sizes.** All manufactured home in the Community shall conform in size to the requirements of the Homesite on which they are placed as established by Community Management and governmental requirements. Placement of manufactured homes shall be determined by Community Management.

C. **Accessory Equipment and Structures.** The installation of all appliances, accessory equipment and structures on incoming manufactured homes by Resident shall be completed within sixty (60) days of the date Resident signs the Community's rental agreement or first occupies the Homesite, whichever is earlier.

(1) Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if so required, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances.

(2) Prior to commencing a new installation of or a change in accessory equipment and structures or a change in any appliance which is to be connected to the gas, electric or water supply, Resident shall submit for Community Management's approval a written plot plan and project description, describing in detail the accessory equipment and structures which Resident proposes to install or change. Such plot plan must include, but may not be limited to, dimensions of manufactured home, placement of manufactured home on the Homesite, and proposed placement of accessory equipment in relation to lot lines and all other structures.

(3) "Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Resident's Homesite. "Homemade" structures are permitted when a copy of the permit is provided to the office.

(4) Any accessory equipment or structure not in compliance with the Community's residency documents shall be removed or brought into compliance by Resident within 30 days of receipt of written notice. A request for extension may be submitted to the Community Manager for consideration.

(5) If Resident does repair or replace Resident's manufactured home or any existing accessory equipment, or if Resident adds any new improvements or accessory equipment, the standards for incoming manufactured homes and for accessory equipment and structures must be met. All such repair, replacement or installation shall be completed within sixty (60) days of approval. A request for extension may be submitted to the Community Manager for consideration.

(6) Resident is cautioned that there are manufactured homes and Homesites in the Community which contain accessory equipment and structures which no longer conform with present Community standards and regulations; therefore, Resident may not assume Resident's plans will be approved because the plans conform to accessory equipment and structures existing on other manufactured homes or Homesites.

(7) Resident is responsible for making sure that Resident's manufactured home and all appliances and equipment in the Home are compatible with the electric service and capacity now available, and Community and Owner shall have no liability or responsibility to Resident if the available electrical supply is incompatible. Resident agrees not to install electrical appliances, which will use energy in excess of the electrical service and capacity available to the Homesite. Resident also agrees that Resident will not attempt to increase the electrical service and capacity of your space by installing any device or doing anything else unless you have received our prior written permission. Any work on the Community's Electrical pedestal shall be done by the Community in its sole discretion. If Resident's electrical demands exceed the capability of the Community, or are otherwise inconsistent with the capabilities of the Park, Resident will be deemed to be in default under Resident's rental or lease agreement and Resident will, in addition to all of the remedies



available to Community, reimburse Community within ten (10) working days for any costs and expense Owner incurs in remedying the situation created by Resident's use of excessive or inconsistent electrical demands. Resident also agrees to indemnify and hold Community and Owner harmless against any loss, cost, damage, expense (including attorneys' fees and cost) or other liability incurred or imposed by reason of any injury to persons or property which occurs as a result of Resident's electrical demands. As the amount of such electrical services and capacity will affect Resident's ability to have electrical appliances, Resident must determine in advance from us in writing the amount of electrical service and capacity available to Resident's Home and all appliances and equipment in it are compatible with that service and capacity.

D. Standards for Incoming Manufactured Homes and for New Construction and Installation of Accessory Equipment and Structures. *The following are the applicable standards for specific equipment and structures for all incoming manufactured homes and for all new construction and installations (including repairs and replacements):*

(1) Air Conditioners. Air conditioners and evaporative (swamp) coolers are permitted provided the cooler is in good operating condition and does not make excessive noise that will disturb any other Resident.

(2) Porches and Patios. Porches and patios are required and must be constructed under permit and meet the appropriate governmental building codes. Porches must be of an approved material matching the exterior material of the manufactured home. Porches shall be a minimum size as determined by Community Management. All steps must be of good, manufactured quality and side faced to match the manufactured home's exterior. Steps and ramps must have approved handrails, as required by law. The temporary steps provided by the manufactured home dealer must be removed from the Homesite no later than sixty (60) days from the date the manufactured home is moved into the Community.

(3) Sunshades, Windscreens and Privacy Screens. Roll-up, aluminum wind screens, temporary, roll-up type sunshades, or privacy enclosures are permitted on Resident's Homesite with prior written approval of Community Management. Shrubbery may also be used for windbreaks or for privacy.

(4) Window Treatments. All windows must have genuine window coverings such as draperies, curtains, blinds or other aesthetically pleasing window coverings, and they must be maintained in good condition and repair at all times. No aluminum foil, sheets, blankets, plywood, paneling, newspaper, shopping bags, paper material, paint or other material not designed as window covering, shade or screen may be used as insulation on windows or as window coverings in any location in or on the manufactured home. No awnings, shades, screens blinds, or other similar items shall be located outside the manufactured home without management's advance written approval. No lattice (wood or plastic) is permitted.

(5) Siding. All manufactured homes must have exterior siding that is either painted or stained wood, Masonite, horizontal, house-type siding or stucco. All colors must be approved by Community Management.

(6) Carports Awnings. A minimum of eleven feet by forty feet (11X40') carport is required with approved roof materials and facias and must be maintained by Resident.

(7) Porch Awnings. Awnings are required on all manufactured homes. Any patio must be covered by an awning which is at least as large as the patio. All textured materials and color must coordinate with the manufactured home. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type. Nothing may be attached to upright supports of either a patio cover or carport. Resident may not install any "awning extenders" and "slanted awning stanchions" without Prior Community Approval.

(8) Skirting. Skirting is required on all manufactured homes and may be of Masonite, masonry or other approved material, which matches the siding of the manufactured home; no corrugated or slatted metal, plastic or fiberglass is permitted. Skirting must have a removable access panel not less than four square feet (4') in size (with no dimension less than eighteen inches (18")); such access panel must be kept closed. There must also be sufficient opening for cross-ventilation in the area beneath Resident's manufactured home, pursuant to Oregon law.

(9) Facias and Flashing. All manufactured homes shall have facias (unitizing) that blend with the roofing and siding materials and shall tie into the awnings in such a manner as to allow for a three-foot set back between the manufactured home and the awnings. This fascia shall be installed completely around the perimeter of the manufactured home. Where the manufactured home is joined at the roof, the material that covers the marriage line or the ridge line shall be of the same material as the roof.

(10) Roofing. All roofing materials on carports and storage sheds, as well as replacement

roofs on manufactured homes, must be non-glare aluminum, composition asphalt shingles or tile.

(11) Rain Gutters. All manufactured homes and awnings attached to the manufactured home must be fitted with rain gutters and down spouts that do not drain into a neighboring lot. Homes that currently do not have rain gutters will not be required to have them. However, they are required for all new homes or upon the sale of a home.

(12) Earthquake Bracing. If Resident installs a manufactured home earthquake-resistant bracing system, such system must be installed and maintained in compliance with Oregon or local law.

(13) Exterior Storage Building. Resident may install up to two (2) storage buildings, which shall not exceed a combined floor area of one hundred twenty square feet (120'). Any built-in storage in the carports is considered an exterior storage building. Community Management must approve the type of storage building and where the storage building(s) will be placed.

(14) Fences. Resident must obtain prior written approval of Community Management before erecting any fence on Resident's Homesite. All fences must be painted or stained to match Resident's manufactured home. No fence may exceed six feet (6') in height (if located to the side or rear of the Homesite) or thirty-six inches (36") (if located between Resident's manufactured home and the street). Any fence must be placed inside Resident's Homesite and not infringe on any adjacent Homesite or common area.

(15) Antennas and Reception devices. Resident must abide by the following standards regarding the installation of any exterior reception device or antenna ("Reception Device") on Resident's Homesite:

(a) In order to maintain an attractive Community, Residents are strongly urged to rely on only indoor broadcast devices like cable T.V., internet and/or fiber optics, as opposed to installing an outdoor Reception Device.

(b) Only Reception Devices with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39")) or less will be permitted. Any permitted Reception Device must not be visible from the streets or common areas of the Community and must be located on the ground to the rear of Resident's manufactured home unless such location interferes with the quality of reception. **Important: If installing the Reception Device on the ground will make it less visible than if installed on the Home, Residents are encouraged to do so. A Reception Device may NOT be installed on the ground without Community Management's prior written permission, which may be withheld in its sole discretion, unless such location interferes with the quality of reception. The Reception Device must be located to the rear of Resident's manufactured home unless such location interferes with the quality of reception.**

(c) Reception Device shall be installed and secured in a manner that complies with all applicable codes, state and local laws and regulations and manufacturer instructions. Every Reception Device must be installed and secured so that it does not jeopardize the safety of any neighboring property, or any person located at or near the Reception Device. In addition, no Reception Device may be installed or placed in such a way as to obstruct a driver's view of any street, driveway, sidewalk or intersection.

(d) Resident shall be solely responsible for the maintenance and repair, including any and all costs associated therewith, of any installed Reception Device at the Homesite and shall not allow any such Reception Device to fall into disrepair or to become a safety hazard.

(e) Any installed Reception Device must be properly maintained.

(f) An installer (including Resident) of a Reception Device must indemnify or reimburse Community for loss or damage caused by the installation, maintenance, or use of Resident's Reception Device.

(g) Cable television service is available through the local service provider.

(k) In addition, a mast installed on the exterior roof of any Home or other structure shall not be installed nearer to a lot line than the total height of the mast and Reception Device structure above the roof of the Home or other structure. The justification for this regulation is to protect persons and property from injury if the mast and Reception Device fall. No Reception Device or its mast may be installed in such a way that it encroaches onto common areas or the space of another Resident.

(16) Flagpoles. No permanent flagpoles are permitted. Only small flagpoles, which are four feet (4') in length or less and are designed to be mounted on the front of the manufactured home, are allowed.

(17) Spas. All spas and above ground pools are prohibited.

E. Work Done by Contractors. Resident must give written notice of all work to be done in the Community. All work that requires a permit must have a permit and pass all inspections. The Community recommends all permitted work to be done by licensed, insured and bonded contractors with proof of adequate liability and Worker's Compensation insurance. In addition, Residents need to instruct any contractors they

bring into the Community to place at least two safety cones, one next to both the front and rear bumpers, on street side of vehicle when parked in front of the home. No liens against the Community will be allowed, and Resident agrees to immediately take any and all action to remove the same and protect the Community at Resident's sole cost.

F. **Underground Utility Location.** To avoid damage to underground utilities, Resident must have Community Management's consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Community property damaged by Resident. In addition, prior to beginning any digging on the Homesite, Resident must contact the Community Management in order to locate and mark out all utility lines in digging area. Resident is responsible for damage to any of the Community or utility company's utility lines caused by Resident or Resident's agents. All holes must be filled and leveled.

G. **Community Not Responsible for Work Done By Homeowner.** The Community is not responsible to inspect and approve any work done by Resident or by Resident's contractors or agents, including, but not limited to, the installation of Resident's manufactured home, driveway, walkways fences or any other equipment or improvements of any type. To the extent that Community may inspect or approve something, it is for Community's own purpose only and Resident is not entitled to rely on that inspection or approval to ensure that the items have been installed or constructed correctly or that the work has otherwise been done as required. Instead, Resident is responsible for all required inspections, permits and approvals. Resident is solely responsible for any work which is improperly done, and which causes any damage to Community or other residents in the Community.

## **11. LANDSCAPING.**

A. Landscaping of unlandscaped Homesites or changes to existing landscaping shall be completed within ninety (90) days of the date Resident signs the Community's rental agreement or first occupies the Homesite, whichever is earlier. Extensions may be requested for management consideration.

B. Prior to commencing any landscaping, including changes to existing landscaping, Resident shall submit a detailed landscaping plan to Community Management for approval.

(1) All changes made by Residents already residing in the Community must be completed within sixty (60) days of approval. Extensions may be requested for management consideration.

(2) Any landscaping which has been installed by Resident without Community Management approval and/or in violation of these Rules and Regulations must be removed by Resident within ten (10) days of written notice.

(3) Any irrigation system must have prior written approval of Community Management.

(4) Resident is cautioned that there are Homesites within the Community which may have landscaping which no longer conforms with present Community standards and regulations. Therefore, Resident may not assume Resident's plans will be approved because the plans conform to existing landscaping.

C. The following general landscaping standards are provided only to assist Residents in their preliminary planning:

(1) Only live plants or artificial plants (with manager's approval) may be used.

(2) Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Resident is encouraged to install and maintain same. Succulent plants are recommended. Artificial green turf may be acceptable with prior approval by the Community manager

(3) Community Management expressly prohibits the use of any manures or odorous chemical fertilizers.

(4) Waterfalls, statuary and other forms of decor will be permitted only with Community Management's approval.

(5) Some form of planted ground cover, acceptable to Community Management, is required.

(6) Landscaping or decorative rock, with an underlining of black plastic for weed control, may be used by the Resident. All rock must be cleaned as needed and additional rock added as necessary, to ensure that there is sufficient rock at all times to adequately cover the area over which the rock is spread.

(7) No large trees and tall plantings are permitted. However, a small tree (which, at maturity, may not exceed eight feet (8') in height) may be planted on Resident's Homesite only with prior written approval of Community Management. Community Management retains the option to determine the location of and the type of tree which may be planted. In no event may any tree be planted within six feet (6') of any lot line or in the vicinity of any underground utility system.

(8) No plant, tree, or shrub may be planted which has a root structure that may cause any damage, including, but not limited to, cracking or buckling of streets, driveways or other community facilities or which may interfere with any underground utility system.

(9) Small vegetable or fruit gardens not to exceed one hundred square feet (100') are permissible in the rear of the Homesite providing it is out of view from the Community streets. Resident must contact Community Management to determine whether the vegetables or plants they intend to plant are permissible, as several varieties of plants that may infringe on a neighbor's property, or are unsightly, are expressly prohibited.

(10) To avoid damage to underground utilities, Resident must have Community Management's consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Community property damaged by Resident.

(11) The existing drainage pattern and grading of the Homesite may not be changed without Community Management's consent. Resident is responsible for ensuring that water does not puddle or stand and drains away from Resident's manufactured home into the street, but not onto other Homesites or common areas. Resident may be required to correct improper drainage at Resident's expense, including, but not limited to, re-leveling or otherwise adjusting Resident's manufactured home or repairing and/or replacing any improvements.

(12) Prohibition on Growing Marijuana Plants. Due to health and safety concerns, as well as concerns regarding violations of federal law, marijuana, opium, and similar illegal plants are expressly prohibited from being kept or planted: (a) in the manufactured home or recreational vehicle; (b) anywhere around, in or on the Homesite; and (c) anywhere on or at the common areas or facilities of the Community. With respect to safety issues, the Management is concerned as to avoiding the violent crimes associated with the presence of these substances within the Community, and the dangers such crimes pose to Residents and their Guests or invitees.

D. All landscaping, including, but not limited to, shrubs, vines, bushes and lawns, shall be well maintained by Resident.

(1) Resident shall be responsible for the maintenance of any tree located on Resident's Homesite, unless Resident has given written notice to Community Management (or unless Community Management has determined) that the tree poses a specific hazard or health and safety violation; upon such a determination, Community Management shall only be responsible for the pruning, trimming and/or removal of such tree.

(2) Resident must be careful when using water to maintain Resident's landscaping. To prevent the waste of water, nuisance to other Residents, or damage to the roadway, water must be conserved and not permitted to overflow into the Community's streets or onto the yards of neighboring Residents.

Resident must make arrangements for the care and maintenance of the Resident's home and lot during any extended absence (2 weeks or longer).

## **12. GENERAL MAINTENANCE OF HOMESITE.**

A. Storage. Storage of anything beneath, or on the outside of the manufactured home, outside of an approved storage shed or other storage method is prohibited, unless prior written approval by management is on file. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, or paint cans.

(1) No appliances may be placed outside the home without prior approval from Community Management.

(2) Outdoor storage of any kind is not allowed beyond a storage shed or other storage method without prior approval of management. . Garbage cans, firewood, gardening tools and equipment, off road vehicles and the like must be stored in Resident's storage shed or behind the manufactured home, and visually screened from the street. Only furniture items commonly accepted as outdoor or patio furniture may be left outside a manufactured home on decks or in carports and must be maintained in a safe and attractive condition by the Resident.

(3) Clothesline or clothesline poles are not allowed. Towels, rugs, wearing apparel or other forms of laundry of any description must not be draped over deck or porch railings or otherwise left outside Resident's home.

B. Maintenance and Appearance of Homesite. Resident shall at all times maintain Resident's manufactured home and Homesite in a clean and sanitary condition and shall cause all rubbish and other debris to be removed from Resident's manufactured home and Homesite on a regular basis. Resident is

financially responsible to maintain, repair and replace (as necessary) Resident's manufactured home and all accessory equipment and structures, and Resident must keep these items in good condition and repair at all times. Resident's obligation applies, without limitation, to the following: Resident's manufactured home; all accessory equipment and structures; walkways; plantings; any banks or slopes located on Resident's Homesite; any utility connecting lines from the meter or utility pedestal to Resident's manufactured home.

(1) Exterior Painting. The exterior paint on Resident's manufactured home, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Community. Written approval must be obtained from Community Management prior to any painting. Any change in color requires advance approval of Community Management. Resident assumes full responsibility for any damage done to neighboring property or common area.

(2) Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.

(3) Driveway and Street Area. Individual driveway maintenance shall be Resident's responsibility unless the driveway was installed by the Community. Resident is responsible for all landscape debris emanating from their Homesite.

(4) Damage. If any portion of the exterior of the manufactured home or its accessory equipment, structures, or appliances or the Homesite are damaged, the damage must be repaired or replaced within thirty (30) days. Extensions may be requested for management consideration. This includes, but is not limited to, damage to the siding, awning supports, down spouts, skirting, porch or storage shed. If Resident's manufactured home has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, then Resident shall remove the manufactured home from the Community at Resident's expense. Upon such removal, Resident shall continue to be bound to perform all of Resident's obligations under the rental agreement, unless Resident has given Community Management sixty (60) days' written notice that Resident is vacating the tenancy.

C. Hazardous Substances. Anything which creates a threat to health and safety shall not be permitted on the Homesite.

(1) For the purpose of this provision, "hazardous substance" refers to any flammable, combustible, explosive or toxic fluid, material, chemical, or substance. No hazardous substances may be stored on the Homesite, except those customarily used for normal household purposes (and then only in quantities reasonably necessary for normal household purposes which shall be properly stored within the manufactured home and/or storage building). "Hazardous substance" includes, but is not limited to, paint, motor oil and other vehicle fluids, herbicides, insecticides, poisons, chemicals or other toxic materials.

(2) Resident shall not dispose of any hazardous substances under or about Resident's Homesite, other Homesites in the Community, the Community's common areas or any other area of the Community (including, but not limited to, the sewer system or other drainage areas, the street gutters, the driveway areas or the ground beneath Resident's manufactured home, accessory equipment, or elsewhere on the Homesite).

(3) In the event Resident stores or disposes of hazardous substances under or about Resident's Homesite or elsewhere in Community, Resident shall immediately and appropriately remove the hazardous substances at Resident's own expense. If the Resident fails to remove the hazardous substances within ten (10) days after Community Management gives Resident written notice to remove the hazardous substances, the actual cost of such removal shall be immediately due and payable to Owner. Resident agrees to indemnify Community against (and hold Community harmless from) any loss, liability, damage or expense, including, without limitation, reasonable attorneys' fees, which (either directly or indirectly) Community may incur or suffer by reason of the storage or disposal by Resident of any hazardous substances on or under Resident's Homesite, other Homesites in the Community or any other areas of the Community.

D. Sewer System. No objects that resist water (including, but not limited to, facial tissue, disposable diapers, paper towels, tampons, cotton balls) may be flushed or otherwise deposited into the system. Grease, coffee grounds, facial tissue, disposable diapers, and sanitary napkins or other inappropriate items shall not be placed in the sewer system. Community Management shall not be responsible for damage done to any manufactured home because of the stoppage or backing up of the sewer system due to the placement in the sewer system of any prohibited material. Resident acknowledges that the placement of such prohibited material into the sewer system is difficult, if not impossible, to police. Resident, therefore, waives any and all claims for personal injury or property damage caused by a stoppage in the sewer line due to the placement of

prohibited materials into the sewer system, by any persons, known or unknown.

E. Utility Pedestals. The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Community's water shut-off valves is located on Resident's Homesite, it must be kept uncovered and accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the Homesite, any apparatus or device for the purposes of using electric current, natural gas or water. All drain and line connections must be gas and watertight.

F. Exterior Lighting. Any lightbulb used on the exterior of Resident's manufactured home may only be a maximum of 60 watts (15 watts if LED) and must be aimed only to portions of Resident's Homesite, but not to any other Resident's Homesite or manufactured home. Only UL approved Christmas lights and decorations shall be used on Resident's Homesite. Any decoration and/or lights used on the outside of Resident's manufactured home must be UL approved and are subject to Community Management's approval. Holiday decorations that are on Resident's mobile home, in Resident's lot, or in a door or window of the mobile home can be displayed only during the period four weeks before the holiday through 2 weeks after the holiday.

G. Mailboxes. For a mailbox located on Resident's Homesite, it shall be Community Management's responsibility to maintain the mailbox, except when damage to the mailbox is not due to normal wear and tear. For mail delivered to a central mailbox facility in the community, residents' mailbox is assigned by community management and must be emptied by resident in a timely basis.

H. Garbage and Trash Disposal. Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept inside the manufactured home or storage shed in an approved container

(1) Sanitary and health laws must be obeyed at all times.

(2) Combustible, noxious, or hazardous materials should be removed from the Community and not placed in Resident's containers.

(3) All garbage refuse and recyclables must be stored in garbage containers with tight-fitting lids.

(4) Bringing trash from outside the Community to dump in Resident's trash containers is not permitted.

(5) Empty trash containers must be stored in a storage shed or otherwise not be visible from the street or an adjacent manufactured home.

### **13. ADVERTISEMENTS.**

A. All exterior advertising flags, including, but not limited to, for sale signs, open house signs and garage sale signs, must have prior management approval. Resident may place a sign in the window of the manufactured home, on the side of the manufactured home or in front of the manufactured home facing the street stating that the manufactured home is for sale or exchange. Such sign shall state only the name, address and telephone number of the owner of the manufactured home or Resident's agent. Sign face shall not exceed 24" in width and 36" in height.

B. Signs or banners are not allowed to be posted within the Community, on the exterior walls of the Community, or on individual units, fences, driveways or sidewalks. Political campaign signs may not exceed two (2) signs, measuring not more than six square feet and may not be displayed in excess of a period from (90) ninety days prior to an election to fifteen (15) days following the election.

C. Signs posted in front of a Home may be of an H-frame or an A-frame with the sign face perpendicular to, but not extending into the street. Other law affecting these restrictions shall automatically become applicable and become a part of these Rules and Regulations. Under Community Rules, a Homeowner may have a "for sale" sign on the Space for no more than a maximum of (6) six months in any (12) twelve-month period. You may not have any "Open House" signs or other similar advertisements, unless approved in advance by Community Management.

D The Community bulletin boards may be used by Resident for no longer than seven (7) days to advertise the sale of a specific item or items.

E. "Patio sales" and "moving sales," are expressly prohibited. The Community sponsors three (3) "yard sale" dates annually, one in the spring and one in the fall. Residents will be given approximately two weeks prior notice of the sponsored "yard sale" date. Residents will be allowed to conduct a "yard sale" only on the date set forth by management. All "yard sales" must be concluded by 3:00 p.m. of the date scheduled.

#### **14. ENTRY UPON RESIDENT'S HOMESITE.**

Community Management shall have a right of entry upon the Homesite for maintenance of utilities, for reading of utility meters, for maintenance of the Homesite where the Resident fails to maintain the Homesite in accordance with the Rules and Regulations, and for the protection of the Community at any reasonable time, but Community Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Community Management may enter a manufactured home or enclosed accessory structure without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the manufactured home or accessory structure.

#### **15. COMMON AREAS.**

Management will maintain those areas of the Community that Residents are not responsible for maintaining pursuant to their lease agreements or these rules and regulations (referred to herein as "common areas").

A. Common areas (including recreational facilities where applicable) are provided for the exclusive use of Residents and their accompanied Guests.

B. Hours for the recreational facilities and additional rules and regulations and waiver agreements governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.

C. No drinking of alcoholic beverages is allowed in or around the common areas or building or in the streets of the community. No glassware or bottles may be taken into the recreation areas.

D. Persons under the influence of alcohol or drugs will be cause for immediate expulsion of the offending party or parties.

E. No gambling will be permitted at any time. However, bingo is allowed if organized by the Community Residents' Committee, written approval is given by Community Management, and if bingo games are conducted in compliance with applicable law.

F. Smoking (including e-cigarettes, vapes and similar devices) is not permitted in the clubhouse and other enclosed areas of the Community's common facilities.

G. Clubhouse and swimming pool rules may be changed or revised upon sixty (60) days' notice to Resident.

H. Radios, CD players, boom boxes, televisions, and other such entertainment devices are not permitted in the pool area, the clubhouse (except during a scheduled private party) and common areas of the Community, unless used with earphones.

I. No trampolines and "Jumpies" or "Jump Houses" are allowed in the community.

J. If applicable, Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Community Management two (2) weeks in advance. The pool cannot be reserved. Should the date not conflict with any other applications, social events or planned use of the facilities and upon approval by the Community Management, the request will be granted. During such a scheduled event or party, the reserved clubhouse facilities will not be available to other Residents and their Guests.

K. If applicable, there will be no charge for the use of the clubhouse; however, Resident will be required to pay for any damage that may occur. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other residency documents of the Community. Resident will, therefore, be required to provide Community Management with information relating to the function so that Community Management may evaluate the function.)

#### **16. PARKING.**

A. Only "permitted vehicles," may be parked in designated parking areas and all of Resident's vehicles defined as "other vehicles" must be parked outside of the Community. Any vehicles parked in Resident's driveway may not extend into the street, sidewalks, or fire lanes.

(1) "Permitted vehicles" specifically include sports cars, coupes, sedans, vans, station wagons, pickup trucks under one (1) ton, sport utility vehicles, or utility trailers. Not included as permitted vehicles are "other vehicles" such as campers, buses, boats, trailers (except the manufactured home occupied by Resident), "RVs," dune buggies, motor scooters, minibikes, mopeds and other two and three wheeled motorized or self-propelled transportation.

(2) Notwithstanding anything contained herein to the contrary, one (1) motorcycle may be parked on Resident's Homesite if used by Resident on a daily basis. The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other rules and regulations relating to motorcycles.

B. Parking is permitted only in designated areas. All streets are designated fire lanes and, no parking, including the parking of recreational vehicles, is permitted on the streets of the Community. Vehicles belonging to repairmen, delivery persons, health care personnel or Community employees may be parked for longer periods of time on the street immediately adjoining the Homesite where repairs are being performed or where services are being provided. At least two (2) safety cones must be placed in front and to the rear of the vehicle. Safety flashers may also be used. Someone with a key to the vehicle must be available at all times.

C. Vehicles parked on Resident's Homesite may only be parked on the driveway, and not on the landscaped or other areas of the Homesite. Parking is not permitted on vacant Homesites.

D. Guests may only park in designated guest parking spaces or on the host Resident's Homesite. Because of the limited parking facilities, traffic congestion and noise, Community Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Community.

E. Any vehicle parked in violation of these Rules and Regulations that are in a common area (i.e. not on a Homesite) or in violation of signs posted throughout the Community may be towed from the Community at the expense of the vehicle's owner.

F. Sleeping in vehicles is prohibited. Vehicles are not to be used as a living space at any time.

G. No automobile may be "stored" on the Homesite. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks or the parking of more than one vehicle for the purpose of selling those vehicles as part of a commercial activity. However, Residents may leave their vehicle in their parking space when on vacation.

H. Permanent parking of trailers, trucks larger than one (1) ton or boats is permitted in the driveways, with Management approval. Permanent parking shall include, but not be limited to, parking for a period exceeding 24-hours or parking on the Homesite or street more than five (5) times in any one month, except for short periods (1 hour) for loading and unloading.

## **17. MOTOR VEHICLES AND BICYCLES.**

A. No vehicle leaking oil, or any other substances or fluids shall be allowed in the Community. Any car dripping oil or gasoline must be repaired immediately. A drip pan may be used if cleaned regularly.

B. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the manufactured home Resident resides in) may be done on the Homesite without Community Management's consent. This includes, but is not limited to, the changing of oil.

C. Cars may be washed in the driveway or carport area of Resident's Homesite.

D. For the safety of Community Residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed.

E. Pedestrians, electric carts and bicycles shall be given the right-of-way.

F. No vehicle may be operated in the Community by any person who is not properly licensed. All vehicles operated within the Community must be registered and licensed for street usage.

G. Excessively noisy vehicles are not permitted in the Community.

H. Motorcycles, motor scooters, minibikes, mopeds or other two- and three-wheel motorized vehicles entering or leaving the Community must be driven by the most direct route between the Community's entrance and Resident's home and may not otherwise be driven on any other street in the Community. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices. Furthermore, all such vehicles shall be licensed street legal and driven by a licensed driver only.

I. Bicycles, skateboard riding, roller skating, and hoverboards may only be driven on the roadways and not on sidewalks, grass, vacant Homesites or any other paved area. Bicycles, skateboard riding, roller skating, and hoverboards must obey the same traffic regulations as cars.

J. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.

K. Resident must wear a helmet when riding bicycles, skateboards, roller skates, and hoverboards.

L. Vehicles are not permitted in the Community unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of



the Community, or vehicles which contain unsightly loads that are visible to other persons. Vehicles can be brought into compliance with 30 days.

## **18. PET/ANIMALS.**

A. Special permission and registration to keep a house pet/animal in the Community must be obtained from Community Management. A house pet/animal is defined as a pet/animal that spends its primary existence within the manufactured home. Community Management reserves the right to deny a Resident a pet/animal if a proposed pet/animal would pose a threat to the health and safety of Residents of the Community. No more than two (2) pet/animals are allowed per manufactured home.

(1) The types of pet/animals permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium-sized cats or dogs (which, at maturity, do not exceed twenty-five pounds (25 lbs.) in weight or twenty-four inches (24") in height when measured at the shoulders in a standing position) are permitted. Pit Bulls, Chow Chows, Rottweilers, Doberman Pinschers and other aggressive breeds are expressly prohibited.

(2) Non-house pet/animals (including chickens and other farm animals) are prohibited under any circumstances. Rabbits must remain indoors.

(3) After moving into the Community, a pet/animal may not be acquired without written permission from the Community Management. Community Management must approve all pet/animals before application to rent is accepted.

(4) If a pet/animal is lost or dies, written permission to acquire a new pet/animal must be obtained from Community Management.

(5) If any of the rules regarding pet/animals is violated, and such violation is noted by Community Management or a valid complaint is made by another Resident, the Resident owner of the pet/animal will receive an official notice in writing stating that the right to keep a pet/animal within the Community is terminated.

B. The following rules must be strictly followed by all pet/animal owners:

(1) Each pet/animal must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Community Management within seven (7) days of receipt of written request for such information.

(2) Pet/animals must be on a leash when not inside the manufactured home.

(3) Any pet/animal running loose in the Community will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet/animal.

(4) Other than guide dogs, signal dogs and other service dogs as defined by Oregon or federal law, pet/animals will not be allowed in the clubhouse or any recreational area at any time.

(5) Pet/animals will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet/animal to invade the privacy of anyone's Homesite, flower beds, shrubs, etc. Pet/animal owners are responsible at all times for their pet/animals, including injury, destruction, and annoyances to other Residents, and the Community and Community Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Resident's pet/animal.

(6) No exterior pet/animal housing is permitted in the Community. This includes, but is not limited to, any type of confining barricade or structure.

(7) Guests are not permitted to bring any pet/animal into the Community, other than guide dogs, signal dogs, and other service dogs as defined by Oregon or federal law.

(8) Feeding of stray cats and other animals is prohibited.

(9) The tying up of pet/animals outside the manufactured home and leaving them unattended is prohibited.

(10) Community Management encourages pet/animals to be spayed or neutered. However, in the event of offspring, Community Management must be immediately notified, and written permission of Community Management must be obtained for the offspring to stay in the Community for a temporary period not to exceed eight (8) weeks.

(11) Guide dogs, signal dogs and other service animals as defined by Oregon or federal law must comply with the Pet Conduct Rules of these Rules and Regulations.

(12) Owners need to pick up and dispose of all pet/animal waste immediately.

(13) No dogs or animal/pet are allowed in any common areas including Hubbard Estates park, playground, or soccer field at any time. Dogs prohibited from entering this area.

## **19. ZONING AND CONDITIONAL USE PERMIT INFORMATION.**

- A. The nature of the zoning under which the Community operates is as follows: Residential Zone.
- B. The date of expiration or renewal of any conditional use or other permits required to operate the Community which are subject to expiration or renewal is as follows: The Community is not operating pursuant to a conditional use permit which has an expiration date.
- C. The duration of any agreement of the Community or any portion thereof in which the Community is a lessee is as follows: The Community is not subject to any underlying ground lease.
- D. If a change occurs concerning the zoning permit under which the Community operates or an agreement in which the Community is a lessee, all Residents shall be given written notice within thirty (30) days of such change.

## **20. FIXTURES.**

Resident is exclusively responsible for the maintenance of all accessory equipment, structures or other improvements (hereinafter "Fixtures") permanently attached to Resident's manufactured home or embedded in the ground at Resident's Homesite whether installed by Resident or pre-existing as of the date of commencement of Resident's tenancy. Resident shall ensure that such Fixtures are kept in a safe condition and comply with these Rules and Regulations, and Resident shall prevent the deterioration of any Fixture and shall be liable for any damage caused by Resident's lack of proper maintenance respecting such Fixtures.

A. Upon the sale of Resident's manufactured home, Community Management may require the repair or improvement of the exterior of the manufactured home and/or its accessory equipment and structures to comply with local ordinances or state statutes or regulations, or to comply with the then current Rules and Regulations that implements or enforces local or state ordinances, statutes or regulations relating to manufactured homes. Within ten (10) days of receipt of a written request, Community Management will provide a written summary of required repairs and/or improvements.

B. All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Owner. Upon Resident vacating the Homesite, such improvements shall remain upon and be surrendered with the Homesite. Community Management may, however, at its sole option, permit or require Resident to remove, at Resident's own expense, said improvements. Resident shall repair any damage to the Homesite caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Homesite in a neat and uncluttered condition with the Community's original engineered grade intact.

C. If Resident should remove Resident's manufactured home, Resident shall remove all landscaping and improvements, accessory equipment and structures except the driveway (if installed by Community), utilities and other improvements belonging to Community. If Resident should remove Resident's manufactured home, Resident shall remove all landscaping and improvements, accessory equipment and structures except the driveway (if installed by Community), utilities and other improvements belonging to Community. In addition, Resident shall comply with the following requirements:

- (1) Provide the Community with the name and contact information for the mover of the manufactured home.
- (2) Require, and provide to Park, the mover to be licensed, bonded and have the required limits of insurance coverage. Insurance requirements as follows:
  - (a) \$1,000,000.00 property and liability insurance;
  - (b) Worker's Compensation Insurance;
  - (c) Community must be added as an additionally insured party; and
  - (d) Community must be provided with a certificate of insurance evidencing the insurance requirements above.
- (3) Provide the Community with at least three (3) days' advanced notice, in writing, of the date of removal of Home.

## **21. INSURANCE.**

Owner does not carry public liability or property damage insurance to compensate Resident, Resident's Guests, or any other persons from any loss, damage, or injury except those resulting from actions where Owner would be legally liable for such loss, damage or injury. Resident is responsible for obtaining, at

Resident's own cost, extended coverage for homeowners, fire and other casualty insurance on the manufactured home, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Resident, Resident's invitees or others from loss or liability, and Resident hereby agrees to indemnify and hold harmless Owner from any liability therefor.

## **22. ANNUAL TENANT UPDATE FORM.**

Resident shall complete, sign and provide to Community Management, on three (3) days written notice, an "Occupancy Questionnaire." Such executed Occupancy Questionnaire shall contain the following:

- A. The names of all occupants of the Homesite;
- B. Nature of occupancy for each individual occupying the Homesite, *i.e.*, EXTRA PERSON, RESIDENT, family member;
- C. The legal owner and registered owner of the manufactured home;
- D. Names and addresses of all lienholders of the manufactured home.

## **23. SOLICITATION.**

Throw-away newspapers, distribution of handbills and door-to-door selling, or solicitation are not permitted without Community Management's consent. All salespeople must make individual appointments with the Resident concerned or interested.

## **24. COMMUNITY OFFICE AND COMPLAINTS.**

Except in an emergency, please do not telephone or contact Community Management after normal business hours. The Community's office phone is for business and emergency use only.

- A. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.
- B. All community business is conducted during posted office hours.
- C. Resident shall not request Community maintenance personnel to perform jobs for Resident, nor shall Resident give instructions to Community maintenance personnel. All Community repair or maintenance requests shall be submitted in writing to Community Management.

## **25. REVISIONS OF RULES AND SEVERABILITY.**

From time to time pursuant to ORS 90.610(2), Management may propose changes to the rules and regulations, including changes that make a substantial modification of the park's bargain with its residents, by giving written notice of the proposed rule or regulation change. Unless 51% of the units in the park object in writing within thirty (30) days of the date of notice was served, the proposed change shall become effective for all of the tenants sixty (60) days after the date that the notice was served by the landlord.

## **26. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS.**

Prior approval of Community Management must be obtained if the prospective purchaser of the manufactured home intends for the manufactured home to remain in the Community. Among other requirements, any purchaser must do the following before occupying the manufactured home: (a) complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating); (b) be accepted by the Owner; (c) execute a new rental agreement or other agreements for the occupancy of the Homesite; and (d) execute and deliver to the Owner a copy of the Community's then effective Rules and Regulations and other residency documents. A list of the other requirements for approval of purchasers of manufactured homes to remain in the Community, as allowed by Oregon law, can be obtained from Community Management upon request. In addition, see the requirements under Paragraph **Error! Reference source not found.** of these Rules and Regulations which are incorporated herein by this reference. Community may request a copy of the tax clearance certificate and satisfaction of the same from the prospective purchaser or Resident.

- A. Resident must give Management ten (10-) days written notice of the intent to remove the home from the Community or to sell the manufactured home in the Community..
- B. Prospective buyers must submit an application for residency to Management for approval before completing the sale transaction. No sale of a manufactured home shall obligate the Management to accept the new purchaser for residency. If the home is sold to a person who is not approved for tenancy, the unauthorized occupant is subject to an eviction action pursuant to ORS 90.403 and home may be considered abandoned pursuant to ORS 90.675.

C. All manufactured homes for sale in the park must meet current park rules and regulations, city, county and state codes prior to sale. To ensure this, the Community Manager will complete a lot inspection upon notice for sale, and any repairs must be completed prior to the close of escrow or private sale. If not, the mobile home must be removed from the park.

D. "For Sale" signs may be displayed only in the window of the manufactured home, on the side of the manufactured home or in front of the manufactured home facing the street stating that the manufactured home is for sale or exchange. Such sign shall state only the name, address and telephone number of the owner of the manufactured home or Resident's agent. Sign face shall not exceed 24" in width and 36" in height. A Homeowner may have a "for sale" sign on the Space for no more than a maximum of (6) six months in any (12) twelve-month period. You may not have any "Open House" signs or other similar advertisements, unless approved in advance by Community Management.

## RESIDENT'S CERTIFICATE

I/We have received copies of and have read and fully understand the Manufactured Home Site Rental Agreement and these Rules and Regulations and agree to abide by all provisions thereof. I/We understand that any breach of the Manufactured Home Site Rental Agreement or of these Rules and Regulations by me/us, members of my/our family or my/our guests or visitors may result in the termination of my/our tenancy, in accordance with applicable law. I/We agree that, should any such matter be referred to an attorney for legal action, then I/we shall be liable for legal costs incurred by MANAGEMENT, including reasonable attorneys' fees.

RESIDENT acknowledges that RESIDENT has read, understands and agrees to abide by these Rules and Regulations, and that MANAGEMENT has given a copy of them to RESIDENT. RESIDENT further acknowledges and agrees that each of the foregoing rules and regulations (1) promotes the convenience, safety, or welfare of the RESIDENTS; (2) preserves MANAGEMENT'S property from abusive use; or (3) makes a fair distribution of services and facilities held out for the general use of RESIDENTS. RESIDENT further acknowledges that each rule is reasonably related to the purpose for which it is adopted and is sufficiently explicit in its prohibition, direction, or limitation of each RESIDENT'S conduct to fairly inform each RESIDENT of what he or she must do or must not do to comply.

RESIDENT acknowledges that if a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

RESIDENT acknowledges that RESIDENT has received copies of the COMMUNITY'S Statement of Policy, Rent History form, and these Rules and Regulations, and has read and understands them.

These Rules and Regulations update, replace, and supersede all previous Rules and Regulations adopted for the COMMUNITY.

RESIDENT'S Signature	Date
RESIDENT'S Signature	Date
RESIDENT'S Signature	Date

Homesite Number: \_\_\_\_\_