

4100871

**FOLEY LAKES MOBILE HOME PARK
RULES AND REGULATIONS**

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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.

FOLEY LAKES MOBILE HOME PARK

ADDENDUM TO PARK RULES & REGULATIONS

JUNE 1996

1. **MONTHLY SPACE RENT - LATE PAYMENT CHARGES**
EFFECTIVE APRIL 1, 1995

There is no late charge for rents paid within 5 days of due date.
There is a \$50.00 late charge for rents paid after the 5th day
they become due.

If the amount due for space rent is not paid in full (including late
charge) by the 7th day rent is due, an eviction notice will be served.

2. **PETS**
EFFECTIVE MARCH 1, 1994

No new pets will be allowed into the Park.

3. **GARBAGE DISPOSAL**
EFFECTIVE FEBRUARY 1, 1996

Park will no longer provide garbage dumpsters. Park tenants are
responsible for their own garbage disposal.
Tenant may sign up for disposal service, or take garbage to the local
Transfer Station. Garbage may not be stored on tenants space.

Section 1
GENERAL

- 1.1 These rules and regulations apply to the mobile home or manufactured housing COMMUNITY known as Foley Lakes Mobile Home Park, which is referred to in these rules and regulations as "COMMUNITY".
- 1.2 The owner and operator for COMMUNITY will be referred to in these rules and regulations as "OWNER".
- 1.3 The individuals who lease spaces in COMMUNITY from OWNER will be referred to in these rules and regulations as "HOMEOWNER" or "HOMEOWNERS".
- 1.4 The mobile homes or manufactured housing structures which HOMEOWNER'S place on spaces they lease from OWNER in COMMUNITY will be referred to in these rules and regulations as "mobile homes" (or singularly) even though they might more precisely be thought of as manufactured housing structures.
- 1.5 The individual mobile home spaces in COMMUNITY leased to HOMEOWNERS by OWNER will be referred to in these rules and regulations as "lots".
- 1.6 The site rental agreement entered into between OWNER and HOMEOWNER, of which these rules and regulations form an integral part, is referred to in these rules and regulations as "site rental agreement" or "agreement".
- 1.7 Any action required to be taken by OWNER pursuant to these rules and regulations may, unless otherwise specified, be taken by the property manager appointed by OWNER to act as its representative in connection with COMMUNITY.
- 1.8 Any approval, consent, or waiver which these rules and regulations require to be obtained from OWNER or COMMUNITY must be obtained in writing, signed by an authorized representative of OWNER or COMMUNITY, and obtained prior to doing the act for which approval, consent, or waiver is to be obtained, particularly prior to the initiation of any construction.
- 1.9 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, in addition to meeting the requirements of these rules and regulations.

- 1.10 Any alterations to HOMEOWNER'S mobile home or improvements (including fencing, painting, color scheme changes, name signs and the like) constructed on HOMEOWNER'S lot must have the prior approval of OWNER, whether those alterations or improvements are required by the site 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.
- 1.11 OWNER may waive one or more requirements of these rules and regulations on a showing by HOMEOWNER that special circumstances exist which distinguish its situation from that of other HOMEOWNERS. Any HOMEOWNER'S request for a waiver must be in writing and addressed to the property manager appointed by OWNER for COMMUNITY. In acting on any request for a waiver, OWNER will consider the result to HOMEOWNER if no waiver is granted, the expense to OWNER or COMMUNITY if a waiver is granted, and the impact of any waiver on COMMUNITY as it is now constituted or may reasonably be constituted in the future. OWNER may condition any waiver on HOMEOWNER'S payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions.
- 1.12 If HOMEOWNER fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, OWNER has the option of taking that action for HOMEOWNER. If HOMEOWNER takes some action not in compliance with these rules and regulations (such as constructing an improvement without approval), OWNER has the option of undoing what HOMEOWNER has done. If OWNER exercises its option given it by this, HOMEOWNER shall be responsible to OWNER for OWNER'S expenses in doing the work, together with a fee of twenty percent (20%) profit.
- 1.13 OWNER will not discriminate on the basis of race, color, sex, marital status, familial status, religion, national origin, or handicap in violation of any state or federal law. In determining how to meet this promise, OWNER will follow precedent under appropriate state and federal statutes.

Section 2
MOBILE HOME SET-UP

- 2.1 HOMEOWNER will give OWNER 72 hours notice before bringing its mobile home into COMMUNITY for set-up. On arrival, OWNER will instruct HOMEOWNER and HOMEOWNER'S driver on where to park the mobile home pending set-up.

- 2.2 Prior to siting any mobile home in COMMUNITY, the HOMEOWNER shall be responsible for coordinating with the COMMUNITY manager to specifically locate the position of the mobile home on the space. The HOMEOWNER will be responsible for coordinating with the mobile home dealer and/or transportation company that moves the mobile home to ensure that the mobile home is properly positioned on the space.
- 2.3 On arrival at COMMUNITY for set-up, HOMEOWNER will register with OWNER the license number of the vehicle which is towing its mobile home and the license number of the mobile home, if required to be licensed. If the mobile home is not required to be licensed, HOMEOWNER will register with OWNER the mobile home's correct color, model and dimensions.
- 2.4 All aspects of mobile home siting and set-up, including electrical, telephone, sewer, water, and cable television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, are the responsibility of HOMEOWNER.
- 2.5 As a part of hooking-up to COMMUNITY'S water system, HOMEOWNER will install a back flow device at its expense.
- 2.6 HOMEOWNER is responsible for any damage caused to its lot, other lots, streets, or any portion of COMMUNITY during the siting or removal of its mobile home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.
- 2.7 OWNER is not responsible for top soil, final grading, gravel or relocation of any utilities.
- 2.8 HOMEOWNER is responsible for connecting its mobile home to the sewer line with rigid pipe. The mobile home must be placed on the lot so as to cover or enclose sewer and water connections, as required by law.
- 2.9 HOMEOWNER must remove any towing hitch immediately after the mobile home is placed on the lot.
- 2.10 Temporary steps must be removed with thirty (30) days of set-up.
- 2.11 HOMEOWNER will not be entitled to move into its mobile home until siting and set-up have been approved by OWNER.

Section 3
MOBILE HOME STANDARDS

- 3.1 Prior to siting any mobile home in COMMUNITY, the HOMEOWNER shall be responsible for providing the manager and/or OWNER a copy of the mobile home purchase agreement (if the home is new) or accurate description of the mobile home that confirms that the purchase agreement includes all required improvements as set forth in Section 3 of the COMMUNITY rules and regulations. Specifically including skirting, decking, awnings, and storage building. In those cases where a HOMEOWNER is moving a qualifying mobile home into COMMUNITY that is not a new purchase, the HOMEOWNER shall be responsible for providing a photograph together with complete descriptive information identifying the size and materials of all improvements including storage structures that will be sited in the COMMUNITY.
- 3.2 No permanent alterations are to be made to the mobile home, or mobile home space without the prior written permission of OWNER. The OWNER reserves the right to approve any exterior accessory or structure added to the mobile home or placed on the mobile home space prior to its installation. All structures must be of factory-manufactured material or specifically approved in writing by the OWNER prior to construction and/or installation. The OWNER reserves the right to request that all permanent structures erected by a HOMEOWNER be removed at the HOMEOWNER'S expense when the HOMEOWNER moves from the COMMUNITY.
- 3.3 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.
- 3.4 All homes 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 OWNER on the condition that the HOMEOWNER install landscaping acceptable to OWNER across the front of the home to visually compensate for the lack of a window(s).
- 3.5 Homes moving into COMMUNITY must be a minimum of 14' wide (unless a lesser width is approved by OWNER pursuant to paragraph 1.11), and must be approved by COMMUNITY management prior to move-in. Management reserves the right to refuse admission to any home that does not meet COMMUNITY standards or the condition and/or appearance of the mobile home is misrepresented.

- 3.6 All homes are required to have wood, vinyl or aluminum lap siding. Skirting must be 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 within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT allowed.
- 3.7 Each HOMEOWNER shall be responsible for installing the space number of their home on the front side of the home approximately 5' above ground level.
- 3.8 HOMEOWNER is responsible for installing or constructing the following within sixty (60) days of set-up of its mobile home:
- a) Pre-treated, plain sided wood skirting with no design, compatible with the mobile home and painted to match it, or some other suitable siding approved by OWNER pursuant to paragraph 1.11.
 - b) A storage building which:
 - 1) is not smaller than 6' X 8' or larger than 15' X 10';
 - 2) is constructed of wood or pre-treated wood siding (whether or not prefabricated) painted to match the mobile home; and
 - 3) is roofed with asphalt shingles compatible with the color and style of the mobile home; and
 - 4) pre-fabricated wood or metal storage sheds are allowed subject to prior written authorization from COMMUNITY management.
 - c) Existing COMMUNITY owned storage sheds are not assignable to new HOMEOWNERS upon resale of the mobile home. New HOMEOWNERS may assume ownership and responsibility for COMMUNITY owned storage sheds upon signing an agreement with the park OWNER.

3.9 Manufactured homes may have awnings and decks, which shall not be smaller than specified below unless otherwise approved by OWNER. Exceptions to minimum size requirements may be approved by OWNER if HOMEOWNER'S site will not accommodate structures of the stated dimensions. All plans for decks and awnings must be approved by OWNER prior to installation and construction. Any deck area shall total no more than 500 square feet. Minimum deck sizes shall be as follows:

* Patio Side: Deck - 4' X 4' or 16 square feet of continuous deck.

* Carport Side: Deck 3' X 6' (including steps)

Awning - 11' X 26' or 286 square feet of wood or wood frame carport. Homes within COMMUNITY that have installed a deck and/or awning prior to the issuance of these Rules and Regulations shall be exempt from this requirement.

Note: Corrugated metal or fiberglass awnings are not allowed.

3.10 Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the manufactured home or fully enclosed with pre-treated wood so as to be compatible with the design of the porch and deck. All decks, porches and steps must have hand rails. Vertical slats/railings made of 2" X 2" material on 8" centers must be installed between the top of the railing and the deck and step treads. Decks must be constructed of 2" X 4" or 2" X 6" pressure treated/weatherized wood.

Any wood frame patio awning or carport awning must have a composition roof, be designed and painted to match the manufactured home and be approved by OWNER in writing prior to its construction. The carport awning must be a minimum of 12 feet wide unless the terrain or the lot size or shape limit the awning size to a narrower width.

3.11 All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above-ground plumbing must be connected to an underground shut off/gate valve that is accessible and maintained in good working order at all times.

3.12 OWNER reserves the right to make reasonable modifications to the mobile home standards identified herein to accommodate special circumstances which may be dictated herein by the terrain of the COMMUNITY or individual spaces/lots.

Section 4
MOBILE HOME AND LOT MAINTENANCE

- 4.1 HOMEOWNER is responsible for maintaining and keeping clean and in good repair the exterior of their mobile home, as well as all appurtenant structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, hand railings, storage buildings, etc., shall be painted or stained as necessary to prevent their visual and/or physical deterioration.
- 4.2 HOMEOWNER is responsible for maintaining all lawn areas, flowers and shrubbery within their space. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds and watered as necessary. If the landscaping is not properly maintained, OWNER reserves the right to perform or have performed whatever landscape maintenance may be required and charge the HOMEOWNER directly plus a twenty percent (20%) profit for OWNER'S trouble.
- 4.3 All landscaping improvements made to the manufactured home space as provided by this Agreement shall, upon termination of tenancy, by either the HOMEOWNER or COMMUNITY management/owner become the property of OWNER except as provided herein below. The HOMEOWNER may keep and take with him the following:
- Note: Nothing without written agreement.**
- 4.4 HOMEOWNERS absent for an extended period of time - two weeks or more shall be responsible for arranging for the care and maintenance of their space during their absence.
- 4.5 Fences over 48" high are not permitted. Chain link fences and cedar fences are allowed. Chain link fences require metal fence posts set in concrete and stretched fencing fabric. All cedar fences shall not be more than 48" in height and shall be constructed as per applicable building code regulations. All fences, including color of paint or stain, must be approved in writing by OWNER prior to installation. HOMEOWNER is responsible for maintaining any fence located on HOMEOWNER'S property.
- 4.6 If HOMEOWNER constructs a fence, as outlined in paragraph 4.5, HOMEOWNER will be responsible for a twelve inch mowing strip along the outside of the fence, whether or not that strip is HOMEOWNER'S lot or COMMUNITY property.

- 4.7 Common areas, driveways, streets and HOMEOWNER'S spaces, including porches and decks, are to be kept clean and free from trash and litter at all times. Children's toys are not to be left in the streets. Garbage cans, gardening tools and equipment, etc., must be stored inside the HOMEOWNER'S storage shed.
- 4.8 Furniture left outside the manufactured home shall be limited to items commonly accepted as outdoor or patio furniture.
- 4.9 Stacking or storage of firewood is limited to one cord. Firewood must be stored behind the manufactured home or in an approved storage shed. Wood and pellet burning stoves are not allowed in COMMUNITY. Existing wood and pellet burning stoves must be removed upon sale of the home. Wood and/or pellet burning stoves are not allowed in COMMUNITY. Existing wood and/or pellet burning stoves must be removed upon sale of the home.
- 4.10 Clothes lines or clothes line poles are not allowed. Clothing, linens, rugs, etc., are not to be draped over deck or porch railings or otherwise left outside the HOMEOWNER'S manufactured home.
- 4.11 HOMEOWNER may erect play equipment in HOMEOWNER'S backyard with OWNER'S prior written permission. All play equipment must be located behind the manufactured home and within the designated boundaries of the HOMEOWNER'S yard. HOMEOWNER assumes responsibility for maintaining playground equipment in serviceable condition and agrees to remove the equipment when the tenancy is terminated. Permission to have play equipment on the space is subject to revocation at any time of OWNER determines that the equipment is in need of repair.
- 4.12 HOMEOWNERS must remove (take down) any holiday decorations from their mobile home within thirty (30) days after the celebrated holiday.

Section 5
HOMEOWNERS AND GUESTS

- 5.1 The monthly rental rate agreed on in the site rental agreement is based on occupancy of the mobile home by the persons identified in the agreement. Any additional residents must be approved by OWNER prior to move-in, and an additional monthly amount paid as rent.

- 5.2 The total number of permanent residents in any mobile home shall not be greater than two per bedroom in the mobile home.
- 5.3 HOMEOWNER is responsible for the actions of other occupants of its mobile home, its guests, licensees and invitees.
- 5.4 No commercial trade or business (baby-sitting) may be conducted out of HOMEOWNER'S mobile home or on its lot in COMMUNITY.
- 5.5 No one will carry on any noxious or offensive activity which OWNER believes is or may become an annoyance or nuisance to COMMUNITY.
- 5.6 Guests of HOMEOWNER may not remain in COMMUNITY for more than fourteen (14) days in any year (whether consecutively or cumulatively) unless written authorization is received from OWNER. HOMEOWNERS are responsible for their guests actions.
- 5.7 HOMEOWNER, will respect the peace of COMMUNITY and see that its guests do the same. Neither HOMEOWNER nor its guests shall cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, chain saws, motorcycles or the like. There is a noise abatement curfew from 10:00 p.m. until 8:00 a.m. OWNER may perform necessary park maintenance as early as 7:00 a.m.
- 5.8 HOMEOWNER will provide OWNER with the name of a person to be contacted in the event of HOMEOWNER'S death.

Section 6 **SUBLETTING**

- 6.1 No rental or subletting of a mobile home is permitted. Mobile homes must be owner-occupied. Special permission may be granted at OWNER'S discretion.
- 6.2 Any person occupying a mobile home to care for it (i.e., a "house-sitter") during an absence by HOMEOWNER in excess of 30 days must be approved by OWNER prior to occupying the mobile home.
- 6.3 Under exceptional circumstances, the OWNER and/or COMMUNITY Manager may approve the use of a mobile home by other than the owner; however, prior written permission must be obtained in advance from the management.

Section 7
SALE OF MOBILE HOMES

- 7.1 Prospective purchasers of a mobile home must submit an application for residency and be approved by OWNER PRIOR to occupying any mobile home in COMMUNITY. No sale of a mobile home in COMMUNITY shall obligate COMMUNITY management to accept a new purchaser unless an application has been received and approved by COMMUNITY management prior to the sale.
- 7.2 HOMEOWNERS shall be allowed to leave their mobile home in its present space and sell the mobile home to a new HOMEOWNER, subject to the following conditions:
- The mobile home shall be brought up to all current COMMUNITY standards for new homes moving into the COMMUNITY. The OWNER may, at his/her sole discretion and in cases selected by him/her, grant special exceptions to this rule. Any special exceptions shall be in writing, signed by the OWNER and HOMEOWNER, and shall specify the length of time for which the exception is granted. Failure to immediately enforce this rule shall not be construed to constitute an exception and shall not prevent later enforcement of this rule.
- 7.3 "For Sale" signs may be displayed only in a window and must not be more than 24" wide by 18" in height.

Section 8
UTILITIES

- 8.1 Garbage, sewer and water services are currently paid by the OWNER. OWNER reserves the right to transfer the responsibility for these services to the HOMEOWNER(S) at a future date, upon thirty (30) days written notice. Services shall then be payable by each HOMEOWNER directly to the utility provider. In the event a private service prepares bills for any of the above services, then any amount payable for said services shall be made payable as instructed by the private service company and/or COMMUNITY/OWNER. In the event any of the above services are not separately metered, HOMEOWNER agrees to pay HOMEOWNER'S pro-rata share including billing and administration costs.

- 8.2 Garbage and garbage containers must be kept out of sight except on days when garbage is scheduled to be collected. HOMEOWNER must furnish their own garbage cans/plastic bags. HOMEOWNERS must place their garbage in the COMMUNITY dumpsters. After placing garbage in the dumpster, the lid is to be closed and locked. Raw garbage must be placed in plastic bags. All grass cuttings, clippings or leaves that you wish to dispose of must be placed in plastic bags or containers and put in front of your space. Notify the office and the park truck will pick up and dispose of them. Place all newspapers in the recycling bins at either of the following locations. 1) across the road from the park office, or 2) by apartments located at the first park entrance. DO NOT PUT THEM IN THE DUMPSTERS. HOMEOWNER must dispose of all other wastes and OWNER is not responsible for such disposal.
- A. No cardboard boxes in dumpster
 - B. No metal, wood or cardboard containers in dumpster.
 - C. Do not put anything in dumpsters except as specified above.

Anyone caught violating the above park dumpster rules will be subject to a \$50.00 fine.

- 8.3 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'S negligence or misuse will be charged to HOMEOWNER.
- 8.4 No satellite-type antenna dishes c.b./home radio antennas or exterior T.V. antennas are allowed. T.V. cable service may be provided to each space. HOMEOWNER is responsible for monthly cable service charges.
- 8.5 Each HOMEOWNER shall be responsible for ensuring that no storage building or other structure is erected or placed over any shut-off valve, sewer clean-out or electrical pedestal that may be located on the HOMEOWNER'S space.
- 8.6 Nothing is to be hooked up to COMMUNITY water system that could cause an actual or potential hazard in case of backflow or reversal of water flow in the water system. HOMEOWNERS in violation of this rule will be disconnected until they acquire a backflow prevention device from the COMMUNITY office. The cost of a prevention device is \$10.00. Things you can't do unless you have a backflow prevention device:

- A. Use an insecticide sprayer or water hoses.
 - B. Flush out car radiators.
 - C. No waterfalls, fishponds, birdbaths, etc.
 - D. No hot tubs, swimming pools, drinking or ornamental fountains.
 - E. No photographic darkrooms or solutions in sinks.
 - F. No evaporative coolers that have a water line laying in water on the bottom of cooler.
 - G. Anything else that might contaminate the COMMUNITY water system.
- 8.7 Outside watering will be permitted only during designated hours.

Section 9
PETS

- 9.1 House pets under twelve (12) inches in height at maturity may be allowed, if the HOMEOWNER obtains prior written permission from the COMMUNITY manager. Said permission shall become a part of the rental agreement between the OWNER and the HOMEOWNER. No outside dog runs, dog houses, or pets living outside of a mobile home are allowed. Pets must be kept on the HOMEOWNER'S space and are not to be allowed to roam unattended on HOMEOWNER'S lot, COMMUNITY streets or common areas or other HOMEOWNER'S lots. All pets shall be attended and on a leash (including cats) when not inside the HOMEOWNER'S mobile home. Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain. Pets shall not be left leashed or tied up outside a HOMEOWNER'S home during any period of absence by the HOMEOWNER. Excreta (pet droppings) must be cleaned up promptly by pet owners. Visually handicapped HOMEOWNERS are allowed to keep a guide animal as required by law. All pets must be licensed to remain in the Community.

Section 10
COMMON AREAS

- 10.1 OWNER will maintain those areas of COMMUNITY which HOMEOWNER is not responsible for maintaining pursuant to the site rental agreement and the rules and regulations (referred to herein as "common areas"). HOMEOWNER'S use of the common areas and their use by other occupants of HOMEOWNER'S mobile home and HOMEOWNER'S guests, licensees, and invitees, is, however, at the risk of the user, and OWNER is not responsible for injuries or damages associated with the use of common areas or the personal property connected with them unless such injuries or damages are caused by OWNERS gross negligence or willful misconduct.
- 10.2 HOMEOWNER, occupants of its mobile home, and its guests, licensees, and invitees, may use COMMUNITY common areas only for the purposes for which they were intended and may not do in common areas activities which would not be permitted on leased sites. Common areas may not be used for storage or parking.
- 10.3 Fishing in the two park lakes is for HOMEOWNERS ONLY. Boating and swimming in the lakes is strictly prohibited. All other uses of the lakes require management permission. The lakes are available for HOMEOWNERS use from dawn to dusk.
- 10.4 HOMEOWNER acknowledges that there are dimly lighted and/or dark areas within the COMMUNITY and agrees to carry a portable light source when walking at night. HOMEOWNER shall provide a portable light source for any invitee or guest to HOMEOWNER'S home.

Section 11
VEHICLES

- 11.1 No motor oil or any other caustic or non-biodegradable substance shall be deposited on any street, sewer system or on the grounds within the COMMUNITY.
- 11.2 Each lot is provided with off-street parking for two passenger vehicles. HOMEOWNER is permitted to have no more than two vehicles, which when not in use must be parked in the off-street parking areas for HOMEOWNER'S lot.

- 11.3 OWNER may require that any vehicle, including vehicles owned by HOMEOWNERS, not be allowed to enter or remain in Community, if, in OWNERS opinion, the vehicle is a) not properly maintained b) constitutes a hazard to HOMEOWNERS or c) is in such dilapidated condition that it distracts from the appearance of Community. If OWNER intends to remove a vehicle from Community under this rule, it will give twenty-four (24) hours notice to the HOMEOWNER responsible for the vehicle, both as provided in the notice provision of the site rental agreement and by posting a notice on the windshield of the vehicle. If the vehicle is not then removed from COMMUNITY within twenty-four (24) hours, OWNER may tow the vehicle from COMMUNITY at the risk and expense of the vehicle owner and the responsible HOMEOWNER.
- 11.4 HOMEOWNER is not allowed to park in COMMUNITY, or to allow others to park, commercial vehicles or equipment (other than that temporarily present for the purpose of providing some service to HOMEOWNER) or inoperable vehicles.
- 11.5 HOMEOWNER and its guests must ensure that guests' cars are parked in a location so as to not to block any neighbor's access or restrict traffic flow within COMMUNITY.
- 11.6 No overnight parking on the streets by guests or HOMEOWNERS is allowed.
- 11.7 Approval of OWNER must be obtained before bringing any truck larger than 3/4 ton into COMMUNITY. Trucks of one (1) ton or larger will not normally be allowed to park overnight on a HOMEOWNER'S lot.
- 11.8 Vehicles parked in violation of COMMUNITY rules will be towed away and impounded at HOMEOWNER'S expense.
- 11.9 The speed limit within COMMUNITY for all vehicles is limited to five (5) miles per hour.
- 11.10 Motor homes, campers, trailers, boats, snowmobiles and other recreational vehicles are not allowed to be stored on HOMEOWNER'S lot.
- 11.11 Recreational vehicles may be left on HOMEOWNER'S lot for up to forty-eight (48) hours to accommodate loading and unloading.

- 11.12 Motorcycles may be driven to and from the COMMUNITY only. Three-wheelers, all-terrain vehicles or the like, whether or not in use, are not allowed in COMMUNITY. Any waiver of this rule will be conditioned on HOMEOWNER'S registering the vehicle with OWNER and on the vehicle's not being noisy. Unregistered vehicles may not be stored in the COMMUNITY.
- 11.13 Driveways of vacant lots may not be used for guest or overflow parking without approval from OWNER.
- 11.14 Loud motor vehicles may not be operated in COMMUNITY at any time.
- 11.15 Parking for HOMEOWNER'S recreational vehicles is available on a first come, first served basis in the recreational vehicle storage area. Neither OWNER nor COMMUNITY assumes responsibility and/or liability for the theft or damage of recreational vehicles stored in the storage area. Inoperable or dilapidated cars, boats, or recreational vehicles shall not be stored in the recreational vehicle storage area. Any HOMEOWNER interested in storing a recreational vehicle in the COMMUNITY storage area should contact the COMMUNITY manager regarding policies and procedures governing the use of the recreational vehicle storage area. This rule becomes effective at the time recreational vehicle parking becomes available for HOMEOWNERS. COMMUNITY reserves the right to impose a storage fee at a future date.
- 11.16 HOMEOWNERS are not allowed to overhaul vehicles on their space or in their driveway. No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made within the COMMUNITY, and no automobile equipment, engines, motors, etc. shall be washed anywhere in the COMMUNITY. Oil changes or routine vehicle maintenance is no exception to this rule.

Section 12
FIREARMS AND FIREWORKS

- 12.1 Firearms will not be discharged within COMMUNITY or on property owned by COMMUNITY. Firearms are to be unloaded at all times while in the park. Firearms include "BB" guns, pellet guns, dart guns and any other weapon capable of firing a projectile.

- 12.2 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 the COMMUNITY are those that do not make noise and/or are hand held. HOMEOWNERS and/or their guests must clean-up any fireworks discharged in the COMMUNITY. HOMEOWNERS discharging fireworks are responsible for any damage whatsoever to the COMMUNITY.

Section 13
TERMINATION OF LEASE

- 13.1 HOMEOWNER will give OWNER seventy-two (72) hours notice before removing its mobile home from its lot and COMMUNITY. Prior to the removal of the mobile/manufactured home, all rents for space, utilities and services must be paid in full unless waved by COMMUNITY.
- 13.2 On termination of the site rental agreement, HOMEOWNER will remove its mobile home and remove any improvements to the lot which OWNER requests it to move.
- 13.3 HOMEOWNER is responsible for any damage caused to its lot, other lots, streets, or any portion of COMMUNITY during the removal of its mobile home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.

Section 14
ENFORCEMENT AND DISPUTE RESOLUTION

- 14.1 These rules and regulations are conditions pursuant to which HOMEOWNERS occupy COMMUNITY. OWNER may enforce rules and regulations which are conditions of occupancy by terminating the site rental agreement of the HOMEOWNER who violates a rule or regulation. As an alternative to terminating a site rental agreement, OWNER may impose a monetary fine on a violating HOMEOWNER in accordance with the dispute resolution process set forth in this section.
- 14.2 If the basis for terminating a site rental agreement is within the dispute resolution process set forth in this section, OWNER will follow that process prior to terminating an agreement.

- 14.3 The dispute resolution process set forth in this section applies to disputes between HOMEOWNER and OWNER about certain of HOMEOWNER'S and OWNER'S obligations under the site rental agreement and the rules and regulations. The process is intended to serve as a vehicle for resolution of the minor disputes which commonly arise from time to time between OWNERS and HOMEOWNERS with respect to maintenance of premises, HOMEOWNER conduct which disturbs other HOMEOWNERS, and similar disputes. The process applies to all disputes arising in connection with the site rental agreement or these rules and regulations except for the types of disputes specifically excluded.
- 14.4 The dispute resolution process does not apply to the following disputes:
- a) any matters excluded by law from being a part of the dispute resolution process, including the amount of rent, rent increases, nonpayment of rent, or the closure or sale of COMMUNITY;
 - b) charges due or claimed to be due under the site rental agreement or the rules and regulations, including rent, services charge, assessed fine, landscaping deposit, permit fee, additional occupants or vehicles charge, attorneys' fees, late charge, bad check fee, or interest, or the adjustment, computation or modification of these charges;
 - c) matters which are issues necessary to the resolution of disputes which are not subject to this dispute resolution process and are in litigation (i.e., whether proper notice was given, whether a party is entitled to an award of attorneys' fees, or the like);
 - d) any claim for damages (which is otherwise subject to the process) where damages are reasonably anticipated to exceed \$2000.00;
 - e) any lien claim;
 - f) termination of tenancy once written notice of termination has been given by OWNER, whether or not that notice has been received by HOMEOWNER;
 - g) term of the site rental agreement and renewal of the lease term;

- h) sale of its mobile home by HOMEOWNER and OWNER'S acceptance of the prospective purchaser as a HOMEOWNER;
- i) disputes which involve a HOMEOWNER whose tenancy has been terminated by OWNER.

OWNER encourages open discussion between itself and HOMEOWNER of any dispute which may arise between them in an effort to resolve that dispute. Any attempt by any party to informally resolve a dispute shall not be deemed a waiver of that party's right to mediate or arbitrate the dispute.

14.5 The dispute resolution process is to be used for disputes between HOMEOWNER and OWNER and not disputes between HOMEOWNERS in COMMUNITY; however, if HOMEOWNER contends that another HOMEOWNER in COMMUNITY is violating one or more of these rules and regulations, HOMEOWNER may give OWNER notice in writing of the perceived violation, and OWNER will investigate it. If OWNER concludes that a violation is occurring which unreasonably interferes with a HOMEOWNER'S peaceful enjoyment of COMMUNITY, OWNER will initiate the dispute resolution process by notifying the violating HOMEOWNER pursuant to the provisions of paragraph 14.6.

14.6 The dispute resolution works as follows:

- a) A party (HOMEOWNER or OWNER) initiates dispute resolution by giving written notice to the other party, in accordance with the site rental agreement, of its desire to resolve a dispute by the dispute resolution process. To be effective, the written notice must specify that portion of the site rental agreement or rules and regulations with which the dispute is concerned and offer two alternative dates/time in the following fifteen (15) day period when the party will be available to discuss resolution of the dispute. If the notice is given by HOMEOWNER, it must also specify how HOMEOWNER proposes to resolve the dispute. If given by OWNER, the notice must also specify what action OWNER proposes to take.
- b) After receipt of a notice pursuant to paragraph 14.6(a), the receiving party will cooperate with the sending party in good faith to meet and discuss how the dispute might be resolved, with a view to reaching a resolution which takes into account the reasonable needs of all affected HOMEOWNERS in COMMUNITY and of OWNER.

- c) If the dispute is not resolved within fifteen (15) days of the written notice specified in paragraph 14.6(a) having been sent, the party giving the notice will send a second written notice which refers to the first notice, specifies the portion of the site rental agreement or rules and regulations concerned, and offers two alternative dates/times in the following fifteen (15) day period when the party will be available to discuss resolution of the dispute. If the notice is given by HOMEOWNER, it must also specify how HOMEOWNER proposes to resolve the dispute. If given by OWNER, the notice must also specify what action OWNER proposes to take. If the action proposed by OWNER is assessment of a fine, the notice must specify the per day amount of the fine to be assessed.
- d) After receipt of a second notice as specified in paragraph 14.6(c), the parties will again cooperate in good faith to meet and discuss how the dispute might be resolved. If the dispute has not been resolved after fifteen (15) days of the written notice specified in 14.6(c) having been sent, the dispute resolution process will be considered to be at an end, and any party may request mediation as set forth in section 16.1. If a fine was assessed as a part of the dispute resolution process, the fine will be considered due and payable on the date the process is considered to be at an end.

14.7 Fines assessed by OWNER for violation of the site rental agreement or these rules and regulations may not exceed \$50.00 per day for a first violation. If the HOMEOWNER against whom the fine is assessed has previously been assessed a fine for a similar violation, up to \$100.00 per day may be assessed for the repeat violation.

14.8 OWNER may consider each day of a continuing violation for which an assessed fine is due and payable to be a separate violation to which the per day assessed fine applies, provided that OWNER so notifies HOMEOWNER in the second notice sent in accordance with paragraph 14.6(c).

14.9 HOMEOWNER'S payment of an assessed fine when due and payable is condition of occupancy, and failure of HOMEOWNER to pay an assessed fine when due is a basis for OWNER'S termination of the site rental agreement.

14.10 Notwithstanding any other provision of the site rental agreement or these rules and regulations to the contrary, neither HOMEOWNER nor OWNER will be entitled to an award of attorneys fees for any fees incurred in connection with the dispute resolution process set forth in this section. The dispute resolution process is not intended to be a process in which representation of a party by an attorney will be necessary in order to effectively present that party's position.

14.11 No failure of OWNER to enforce any one of these rules and regulations shall operate as a waiver of its right to enforce that or others of the rules and regulations and to insist on strict compliance with the rules and regulations.

SECTION 15
MEDIATION/ARBITRATION

15.1 MEDIATION: If the Disposition Resolution process set forth in Section 14 above is not successful, either OWNER or HOMEOWNER(S) may request mediation of the dispute by notifying the other party in writing of said request.

- A. Within fifteen (15) days of receipt of such request, both parties shall select a mediator representative.
- B. Both parties and mediator shall meet at an agreeable time and place within fifteen (15) days and attempt to mediate the dispute. The mediators will select the time and place for the hearing and may, at their own option, select a third mediator for assistance.
- C. Mediators will have five (5) days after the hearing to resolve the dispute.
- D. If either party does not agree with the solution suggested by the mediators, then either party may request Arbitration as outlined below.

15.2 ARBITRATION: If any dispute is not resolved through the mediation procedure outlined above, the dispute may be submitted to Arbitration in accordance with the provisions of ORS 33.210 - 33.330 as outlined below.

- A. Selection of Arbitrator: Both parties shall attempt to agree on a single Arbitrator. If the parties are unable to do so, then each party shall select their own Arbitrator who shall then elect a third Arbitrator to arbitrate the issue. All of the costs of arbitration and the Arbitrator will be agreed to and shared equally by both parties. Costs shall not exceed \$200.00.
- B. Hearing: The Arbitrator(s) will conduct an arbitration hearing after giving both parties reasonable time to prepare for the hearing. The Arbitrator will select both the time and the place of the hearing and serve notice on both parties of said time and place.
- C. Decision: Within thirty (30) days of the arbitration hearing, the Arbitrator(s) shall render a decision and serve written notice of said decision on all parties.
- D. Appeal of Arbitrator's decision. If either party to the arbitration does not agree with the Arbitrator's decision, they may appeal the decision by making an appropriate filing with a Court of competent jurisdiction within thirty (30) days of the receipt of the Arbitrator's decision.

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
AMENDMENT OF RULES

- 17.1 OWNER reserves the right to amend, revise and/or add additional Rules and Regulations pursuant to Oregon Law. Notice of any change in the Rules and Regulations shall be distributed to all HOMEOWNERS in writing and shall become effective after thirty (30) days written notice.

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

HOMEOWNER

DATE

HOMEOWNER

DATE