

COVERED BRIDGE MOBILE HOME PARK - A 55-PLUS COMMUNITY

41-90661

COMMUNITY POLICIES

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IMPORTANT NOTE: These community policies are an integral part of your rental agreement. Violation of the community policies can result in the termination of your tenancy.

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COMMUNITY POLICIES

Restated Rules and Regulations, May 2010

We are a designated, self regulated 55-Plus Park. All prospective tenants must show proof of their age, when applying for tenancy. Acceptable forms of identification include a current Drivers License, Valid Oregon ID, or passport.

WELCOME TO THE COMMUNITY!

The character of our Mobile Home Community and the pleasure of living in it depend, to a large extent, on the conduct of each Homeowner and the regard each holds for his neighbors. To ensure that our Homeowners enjoy all the benefits of their manufactured home and that the Community is maintained as a well-managed and enjoyable place to live, the Owner has established the following community policies in compliance with county and state regulations. It is essential we have your full cooperation and respect for these community policies. This will assure all of us a Community which will create enjoyable living.

DEFINITIONS

- OWNER/LAND /LANDLORD:** The mobile home park owner of designated agent
- HOMEOWNER:** The owner of the individual manufactured home or dwelling who is also a Park Resident or tenant. A Homeowner includes only those who own and occupy the Mobile home.
- COMMUNITY OR PARK:** Covered Bridge Mobile Home Park.
- CLASSIFICATION:** The federal fair-housing age classification for this park is a 55+ manufactured home park, allowing residents 55 years of age or older. Our policy in applying this classification includes the following terms and conditions. At least one purchaser who is also an occupant must be 55 years of age or older, additional occupants must be over the age of 45 years.
- RESIDENT/TENANT:** Any person occupying a manufactured home who has been approved in writing by Owner.
- MOBILE HOME:** A manufactured dwelling. The term mobile home or manufactured home may be used interchangeably throughout this document.
- LOT:** A "lot" or "space" is the real property rented to Homeowner pursuant to Homeowner's Rental Agreement with Owner and these Rules.

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Section 1 GENERAL

- 1.1 These community policies apply to the mobile home or manufactured housing structures park known as Covered Bridge Home Park, which is referred to in these rules and regulations as "Park."
- 1.2 The owner/landlord of the Park will be referred to in these community policies as Management.
- 1.3 The individuals who rent spaces in the Park from Covered Bridge Mobile Home Park will be referred to in these community policies as "Homeowner" or "Homeowners"(i.e. Tenants).
- 1.4 The mobile homes or manufactured housing structures which Homeowners place on spaces they rent from Covered Bridge Mobile Home Park in the "Park" will be referred to in these community policies 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 the Park rented to Homeowners by Covered Bridge Mobile Home Park will be referred to in these community policies as "lots."
- 1.6 The site rental agreement entered into between Covered Bridge Mobile Home Park and Homeowner, of which these community policies form an integral part, is referred to in these community policies as "site rental agreement" or "agreement."
- 1.7 Any action required to be taken by Covered Bridge Mobile Home Park pursuant to these community policies may, unless otherwise specified, be taken by the property owners or management.
- 1.8 Any approval, consent, or waiver which these community policies require to be obtained from Covered Bridge Mobile Home Park must be obtained in writing, signed by an owner or authorized representative of Covered Bridge Mobile Home Park, 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 community policies 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 community policies.
- 1.10 Any alterations to Homeowner's mobile home or improvements (including fencing, name signs, color scheme changes, painting, sheds or accessory structures, carports, carport additions and the like) constructed on Homeowner's lot must have the prior approval of Management, whether those alternations or improvements are required by the site rental agreement or these community policies or whether they are voluntarily proposed by Homeowner. Improvements or alterations will usually be required to be made with factory-manufactured material.

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- 1.11 **"Call Before You Dig"** No excavation of any kind shall take place until and unless the manager as been notified due to the existence of underground utilities, 14 days prior to start of work. Failure to do so, if damages occur, will be the responsibility of the Homeowner/Tenant.
- 1.12 Management may waive one or more of the requirements of these community policies on a showing of Homeowner that special circumstances exist which distinguish its situation from that of other Homeowners. Any Homeowner request for a waiver must be in writing and addressed to the Covered Bridge Mobile Home Park owner/manager. In acting on any request for a waiver, Management will consider the result to Homeowner if no waiver is granted, the expense to Management or the Park if a waiver is granted, and the impact of any waiver upon the Park now or in the future. Management may condition any waiver on Homeowner's payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions. If Homeowner is not granted a requested waiver, Homeowner may initiate dispute resolution as set forth in Section 16.
- 1.13 If the Homeowner fails to complete improvements, do maintenance, or otherwise take some action required by these community policies, Management has the option of taking that action for Homeowner. If the Homeowner takes some action not in compliance with these community policies (such as construction and improvement without approval), Management has the option of undoing what Homeowner has done, at Homeowner's sole expense. If Management exercises an option given it by this paragraph, Homeowner shall be responsible to Management for Management's expenses in doing the work, together with a fee of **twenty percent (20%)** or \$25.00 per hour, whichever is greater.
- 1.14 These community policies may be amended by Management on its giving Homeowners sixty (60) days advance notice of the proposed amendment (with additional time for mailing), in accordance with the notice provision of the site rental agreement and state law, barring the requisite number of objections specified by state law.
- 1.15 Covered Bridge Mobile Home Park does not discriminate for any illegal reason, including race, color, sex, marital status, religion, national origin, or handicap, and Management complies with applicable state and federal law, including ORS 659.033 and ORS 659.340.

Section 2 SALE OF MOBILE HOME

- 2.1 A professionally prepared "For Sale" sign, such as that prepared by a Realtor, may be displayed only in a window of the mobile home. The sign, however, must not be more than 24" wide by 24" in height, and must be approved by Management. Signs may be placed on the outside or in front of homes with prior written permission from owner.

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**Section 3
TERMINATION OF RENTAL**

- 3.1 If Homeowner intends to remove their home from the Park, Homeowner must submit, IN WRITING, a 30-Day Notice of Intent to remove home.
- 3.2 Homeowner will give Management seventy-two (72) hours notice before removing its mobile home from its lot and the Park. Prior to the removal of the mobile/manufactured home, all rents for space, utilities and service must be paid in full unless waived by Management.
- 3.3 On termination of the site rental agreement, Homeowner will remove its mobile home and remove any improvements to the lot which Management requests it to move.
- 3.4 Homeowner is responsible for any damage caused to its lots, streets, or any portion of the Park during the removal of its mobile home and shall reimburse Management or others Homeowners, as appropriate, for any loss suffered.

**Section 4
MOBILE HOME SET-UP**

- 4.1 Homeowner will give Management seventy-two (72) hours notice before bringing its mobile home into the Park for set-up. On arrival, Management will instruct Homeowner and Homeowner's driver on where to park the mobile home pending set-up.
- 4.2 On arrival at the Community for set-up, Homeowner will register with Management the license number of the vehicle which is towing its mobile home and the home's identification number, home's correct color, model and dimensions of the mobile home.
- 4.3 Set-up, including electrical, sewer, water, telephone, and cable television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, is the responsibility of the Homeowner. All homes shall be anchored in accordance with all applicable building codes. It is the sole responsibility of the Homeowner to insure that these requirements are met and all necessary inspections are complete. Management will stake out placement of home prior to set-up.
- 4.4 Homeowner is responsible for any damage caused to its lot, other lots, streets, or any portion of the Park during the sitting of its mobile home and shall reimburse Management or other Homeowners, as appropriate, for any loss suffered.
- 4.5 Homeowner is responsible for topsoil, final grading and gravel.
- 4.6 Homeowner must remove any towing hitch immediately after the mobile home is placed on the lot.
- 4.7 Temporary steps must be removed within thirty (30) days of set-up and replaced with permanent steps.

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- 4.8 Homeowner will not be entitled to move into its mobile home until set-up has been approved by governing body as well as Owner. Homeowner shall obtain all approvals and permits from State, County and local authorities. Homeowner acknowledges and agrees that Homeowner is solely responsible for determining the nature and types of such approvals and permits. Final inspection must be obtained through Jackson County, and no occupancy will be permitted until final inspections have been documented, which includes, but is not limited to, all park package requirements.
- 4.9 Homeowner is responsible for obtaining any and all required permits from Jackson County, the City of Rogue River, and/or the State of Oregon relative to moving Homeowner's mobile home into the Park. This includes, but is not limited to, a Form 113, DMV trip permits, and any siting permits required by the County.
- 4.10 Upon approval of an application for tenancy, the new Homeowner shall provide Owner with a copy of title to the home or purchase agreement for the home.
- 4.11 As part of hooking-up to Owner's water system, Homeowner will install a back flow device at Homeowner's expense at each outside faucet (bib). In Community water systems, water supplier shall implement a cross connection control program directly, or by written agreement with another agency experienced in cross connection control. The local cross connection program shall consist of the following elements:
- (A) Failure to remove or eliminate an existing unprotected or potential cross connection;
 - (B) Failure to install a required approved backflow prevention assembly;
 - (C) Failure to maintain an approved backflow prevention assembly; or
 - (D) Failure to conduct the required testing of an approved backflow prevention assembly.
 - (E) The purpose of the (ordinance/policy) is to protect the water supply of Covered Bridge Mobile Home Park from contamination or pollution from any cross connections; and to assure that approved backflow prevention assemblies are tested when put into service and at least on an annual basis thereafter. This ordinance is in compliance with Oregon Administrative Rule (OAR) 333-061-0071 and the Uniform Plumbing Code (UPC) as adopted by the State of Oregon.
The installation or maintenance of any unprotected cross connection which would endanger the water supply of Covered Bridge Mobile Home Park is prohibited. Any such cross connection now existing or hereafter installed is hereby declared unlawful and shall be immediately protected or eliminated.
The control or elimination of cross connection and the criteria from determining degrees of hazard and prescribing appropriate levels of protection shall be in accordance with the UPC and or OAR's.
Water service to any premise shall be contingent upon the customer providing appropriate cross connection control if determined necessary. Determinations and enforcement shall be the responsibility of (job title or department) in conjunction with (city or county plumbing/building inspector). Water service may be refused or

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terminated to any premises where an unprotected cross connection may allow contamination or pollutants to backflow into the public drinking water system.

Authorized employees of Covered Bridge Mobile Home Park with proper identification, shall have free access at reasonable hours of the day, to all areas of a premise or building to which drinking water is supplied for the propose of conducting hazard assessment surveys. Water service may be refused or terminated, or maximum backflow protection may be required, to the premise where access to perform surveys is denied, where unprotected cross connections are located, or in the event that installed assemblies are not tested and maintained as required by State and local regulations.

Before any water service is terminated, a "due process" of notifying the customer and providing a reasonable time for compliance to be achieved will be observed according to the operating procedures of Covered Bridge Mobile Home Park. However, in the event of an actual backflow incident which endangers the public health, water service may be terminated immediately and not be restored until the cross connection is either eliminated or adequately protected.

- 4.12 Homeowner shall be responsible for installing the address of Homeowners manufactured home on the front side of the manufactured home approximately 5 feet above ground level.

Section 5

STANDARDS FOR MOBILE HOMES, APPURTENANCES, AND ACCESSORY STRUCTURES

- 5.1.1 Mobile homes must be approved by Management prior to move-in. A mobile home will not normally be accepted if it is more than Ten (10) years old as of the date of move-in. Owner/Management reserves the right to review any home for potential occupancy in Covered Bridge Mobile Home Park.
- 5.1.2 Mobile homes must meet the minimum width indicated by the lot selected. Lots vary in size and Owner must approve length, width, and placement plan of all homes on all lots.
- 5.2 No permanent alterations are to be made to the manufactured home or the manufactured home space without the prior written permission of Owner (including fencing, painting, color scheme changes, etc.). **Owner must approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home space prior to its installation. No Cabanas, All structures must be of factory-manufactured material or specifically approved in writing by Owner prior to construction and/or installation. Any structure of any kind erected without written permission will be removed by Owner at Homeowner's risk and expense.** Owner reserves the right to require that all permanent structures erected by Homeowner be removed at Homeowner's expense when Homeowner moves from the Community.
- 5.3 All incoming manufactured homes must have gutters and down spouts, installed within forty-five (45) days of placement of home in the Park. Gutters must be the full length of the home.