

**Hearthwood Village
Rules and Regulations
(April 2019)**

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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 termination of your tenancy.

WELCOME TO THE COMMUNITY!

The character of our Manufactured 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 rules and regulations in compliance with the city, county and state regulations. It is essential that we have your full cooperation and respect for these rules and regulations. This will assure all of us a Community which will create enjoyable living.

DEFINITIONS

- OWNER:** The mobile home park owner or designated agent.
- HOMEOWNER:** The owner of an 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:** **Hearthwood Village.**
- RESIDENT:** Any person occupying a manufactured home for more than a total of thirty (30) days in any calendar year, who has been approved in writing by Owner.
- TEMPORARY OCCUPANT:** An additional person who has been screened and approved; that is living in the home of a Homeowner. The Temporary Occupant is living subject to the continued residency of the Homeowner and may not reside in the home if the Homeowner is absent for any reason or any length of time.
- MOBILE HOME:** A manufactured dwelling. The term “mobile home” or “manufactured home” may be used interchangeably throughout this document. All residents must own and occupy their manufactured homes.
- LOT:** A “lot” or “space” is the real property rented to Homeowner pursuant to Homeowner’s Rental Agreement with Owner and these Rules.

Section 1 GENERAL

- 1.1 These rules and regulations apply to the mobile home or manufactured housing structures park known as Hearthwood Village, which is referred to in these rules and regulations as “Park.”
- 1.2 The owner and operator of the Park will be referred to in these rules and regulations as Management.
- 1.3 The individuals who rent spaces in the Park from Hearthwood Village will be referred to in these rules and regulations as “Homeowner” or “Homeowners.”
- 1.4 The mobile homes or manufactured housing structures which Homeowners place on spaces they rent from Hearthwood Village in the “Park” 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 the Park rented to Homeowners by Hearthwood Village will be referred to in these rules and regulations as “lots.”
- 1.6 The Park lots in these rules and regulations may in some cases be referred to by their designated street mailing address or by their designated space number.
- 1.7 The site rental agreement entered into between Hearthwood Village 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.”

- 1.8 Any action required to be taken by Hearthwood Village pursuant to these rules and regulations may, unless otherwise specified, be taken by the property owners or management.
- 1.9 Any approval, consent, or waiver which these rules and regulations require to be obtained from Hearthwood Village must be obtained in writing, signed by an owner or authorized representative of Hearthwood Village, 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.
- 1.10 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.
- 1.11 Any alterations to Homeowner's mobile home or improvements (**including fencing, name signs, color scheme changes, painting, sheds or accessory structures, carports and the like**) constructed on Homeowner's lot must have the prior approval of Management, 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.
- 1.12 Management may waive one or more of the requirements of these rules and regulations 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 Hearthwood Village 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 13.
- 1.13 If the Homeowner fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, Management has the option of taking that action for Homeowner. If the Homeowner takes some action not in compliance with these rules and regulations (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%)**.
- 1.14 These rules and regulations 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 Hearthwood Village does not discriminate for any illegal reason, including race, color, sex, marital status, familial 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 MOBILE HOME SET-UP

- 2.1 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.
- 2.2 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.
 - 2.3 All aspects of mobile home siting and 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.
 - 2.4 Homeowner is responsible for any damage caused to its lot, other lots, streets, or any portion of the Park during the siting of its mobile home and shall reimburse Management or other Homeowners, as appropriate, for any loss suffered.
 - 2.5 Homeowner is responsible for topsoil, final grading, gravel and location of any utilities.
 - 2.6 Homeowner must remove any towing hitch immediately after the mobile home is placed on the lot.
 - 2.7 Temporary steps must be removed within thirty (30) days of set-up and replaced with permanent steps.
 - 2.8 Homeowner will not be entitled to move into its mobile home until siting and set-up have been approved by Owner, and until such time as Homeowner has obtained 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 Clackamas County, and no occupancy will be permitted until final inspections have been documented which includes, but is not limited to, all park package requirements.
 - 2.9 Homeowner is responsible for obtaining any and all required permits from Clackamas County, 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.
 - 2.10 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.
 - 2.11 As part of hooking-up to Owner's water system, Homeowner will install a back flow device at Homeowner's expense.

Section 3
STANDARDS FOR MOBILE HOMES, APPURTENANCES,
AND ACCESSORY STRUCTURES

- 3.1 Mobile homes must be approved by Management prior to move-in. A mobile home will not normally be accepted if it is more than two years old as of the date of move-in.
- 3.2 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.

- 3.3 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. 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.
- 3.4 All manufactured homes must have gutters and down spouts, installed within thirty (30) days of siting the home in the Park. Gutters must be the full length of the home and directed towards the street.
- 3.5 Window air conditioners will be allowed only with written approval from Owner. If approved, the unit may be mounted only in the rear section of the mobile home. They must be placed out of view from the street. No ground stilts or structure may be used to hold/balance the air conditioner in place. Conditioner must be bracketed to the home in a permanent manner. No plywood or any other material will be used to block off any portion of the window. Clear Plexiglas may be used to block any open areas of window. When air conditioner is removed from the home during the winter, it must be stored in the home or shed, not the deck or lot. Never will plastic tarps or any such material be used to cover the air conditioning unit while it is mounted on the home. If authorization by written permission is given, the window conditioner would be allowed only June through September.
- 3.6 Skirting is required to be installed within thirty (30) days after move-in. Prior to acceptance into the community, arrangements for proper skirting must be made and verified by management. Skirting must be made and manufactured for mobile homes. Skirting must match the color scheme of the mobile home, may be of vinyl or wood and must be pre-approved by Owner prior to installation.
- 3.7 Storage sheds are permitted with approval from Owner. Not all lots will accommodate a storage shed. Size and location are at the sole discretion of the Owner. The largest shed that will be allowed in the park (if the lot will accommodate) will be 8 feet by 10 feet. Homeowner will submit a drawing of the proposed shed. The drawing will include a plot plan which denotes location of mobile home, proposed site of shed, and proposed size of shed. In addition to the drawing, Homeowner will specify on the plan the type of siding and roofing materials to be used, along with the color the shed will be painted. The exterior color of the shed must match the color of the mobile home. All wood exposed to outside elements must be painted or stained. Wooden sheds are required to have gutters and down spouts. No construction is allowed without written approval from Owner. Under no circumstances will metal sheds be allowed. No Homeowners will be allowed to have more than one storage shed.
- 3.8 Each home is required to have a carport. Carports are for vehicles only. No storage is allowed in a carport. Carports will never be enclosed; this will include, but is not limited to, the use of lattice, plastic, tarps, aluminum siding, or wood siding.
- 3.9 Decks and/or porches are required at each exit, front, rear, or side. The decks/porches and railings will be constructed of either cedar or pressure treated wood. The railings, decks and porches will be constructed and spaced in accordance with prevailing State of Oregon, Clackamas County and any local requirements. Decks, porches and railings must be installed within thirty (30) days following set-up of manufactured home. Decks and porches will not be enclosed. The use of lattice, plastic, tarps or other materials is not allowed for any purpose of enclosing decks or porches. All construction of decks, porches and railings must first have written approval of Owner. No lattice (wood, plastic, or otherwise) may be used to enclose the upper

area of the decks and/or porches. The area under the decks and porches must be skirted with the same materials used on the manufactured home, including the paint scheme. No storage is allowed under the home, deck, or porches.

3.10 All homes will display a house number as required by Hearthwood Village.

Section 4 MOBILE HOME AND LOT MAINTENANCE

- 4.1 Homeowner is responsible for maintaining and keeping clean the exterior of its mobile home as well as its lot and all appurtenant structures such as gutters and down spouts, hose bibs and pipes, decks, steps, storage buildings, carports or garages, driveways, retaining walls and fences. Wooden appurtenant structures i.e., steps and decks, shall be constructed of cedar or pressure treated wood and painted or stained as necessary to prevent their visual and physical deterioration. Creosote treated railroad ties may not be used to repair existing walls, including those originally constructed with railroad ties. All structures must meet prevailing County, City codes and all necessary permits must be in place before final Owner approval is given for work to begin.
- 4.2 Homeowner is responsible for maintaining at all times the landscaping on their lot, including lawn, flowers, and shrubbery. All shrubs, including but not limited to arborvitae, must be kept trimmed and no higher than ten (10) feet. Our tree policy prohibits the planting of any trees on home sites/lots without the written authorization of the Owner or management. Lawns must be mowed on a regular basis, edged, kept free of weeds, and watered as necessary. If landscaping is not properly maintained, the Park reserves the right to perform whatever landscape maintenance may be required at a charge to the Homeowner. The charges for landscape maintenance by the Park will be \$50.00 for the first hour and \$25.00 for each additional hour. The Park may also issue a thirty (30) day notice of intent to terminate tenancy, at the discretion of the Park. The Park reserves the right to increase the fee charged for landscape work with a ninety (90) day written notice. If the Homeowner fails to consistently maintain the space in a clean and orderly manner, Owner reserves the right to evict the Homeowner.
- 4.21 Flower beds, containers, gardens, and areas outside the home may not be used for recycling and/or dumping cat litter, straw, leaves, or mulched paper products. Plant matting is approved for weed control, as is bark dust or bark mulch. Check with the Owner before using anything else in your flower beds, containers, gardens, or landscaped areas.
- 4.3 Absence of Homeowner from the Park for an extended period will not relieve Homeowner of their maintenance responsibility. Homeowner should make arrangements for the care and maintenance responsibility of its lot during any absence.
- 4.4 No fences are permitted on Homeowner's lot without written permission of Owner. No digging without verification of utility lines.
- 4.5 Homeowner will be responsible for mowing the strip along any fencing.
- 4.6 Homeowner will respect the Park's common areas, and will not litter or leave property in those areas or on other lots. Toys should not be left in the streets. Homeowner will assure that Homeowner's guests will also abide by this rule.
- 4.7 Garbage cans, firewood, gardening tools, equipment, bicycles, tricycles, scooters, building materials, landscape materials, and the like must be stored in the Homeowner's storage shed or out of sight and visually

screened from the street and neighbors. Owner will determine if items are out of sight and visually screened from the street and neighbors.

- 4.8 Only furniture items commonly accepted as outdoor or patio furniture may be left outside a mobile home. Never will appliances, i.e., freezers, refrigerators, be stored outside of the mobile home or on the deck or anywhere on the lot. Tarps will never be used to cover or enclose approved items stored outside the home. Tarps may not be used to cover BBQ's, sheds, vehicles, or any other personal property stored outside the manufactured homes.
- 4.9 Neither clotheslines nor clothesline poles are allowed. Articles of clothing, linens, rugs, and the like must not be draped over deck or porch railings or left outside the mobile home.
- 4.10 No basketball hoops, wading pools, hot tubs, swimming pools, trampolines, or ponds may be erected on Homeowner's lot, streets, or in any common area. No play structures may be placed/erected on Homeowner's lot without prior written permission of the owner.
- 4.11 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. Homeowners who do not have working heat tape and insulation on above-ground piping will be responsible for any repairs and expenses associated with broken or frozen pipes serving their homes.
- 4.12 All landscaping improvements made to the manufactured home space as provided by these Rules & Regulations and as provided by the rental agreement with the Park shall, upon termination of the tenancy, become the property of Owner, except as agreed to in writing by Owner.
- 4.13 Common areas, driveways, streets and manufactured home spaces, including porches and decks, are to be kept clean and free from trash and litter at all times. Garbage cans, gardening tools and equipment, bicycles, tricycles, scooters, "big wheels", appliances, etc. must be stored in the Homeowner's storage shed and out of sight from the street and neighbors.
- 4.14 Firewood must be stored in an approved storage shed. There is to be no storage of anything underneath the manufactured home, decks or porches.
- 4.15 Any seasonal or holiday decorations must be removed (taken down) within 30 days of the day or event. This will include, but not limited to, window decorations, interior and exterior lighting, and yard and tree displays.
- 4.16 No outdoor fires are allowed in the park including all common areas. Outdoor fire pits and fireplaces are not permitted in the park, no outdoor burning is allowed in the community. This does not include the use of a manufactured BBQ, which are allowed.
- 4.17 Greenhouses, outdoor canopies, tents, gazebos, and other structures, permanent or temporary are not allowed in the community. In the event of a special event, homeowner may obtain written permission for a canopy or gazebo on a temporary basis not to exceed 72 hours.
- 4.18 Approved window coverings are required in each window. This will include window curtains, drapes and blinds. All coverings must be in good condition, no torn or damaged drapes or curtains. Good condition includes not bent, missing or damaged slats in the blinds; this will include plastic, metal and wood blinds. Sheets, blankets, miscellaneous fabric, cardboard, or wood are not approved window coverings and must be

removed. The color of the blinds, curtains or drapes must coordinate with the exterior color of the home. Paint is never allowed to cover windows on the interior or exterior.

- 4.19 Tarps may not be used to cover roofs, porches, carports, or stored items. In the case of an emergency, a tarp will be allowed for a period not to exceed 14 days, and then only with written permission of management.
- 4.20 Homeowners are limited to two (2) pieces of yard decorations, this might include, but not limited to, figurines, plant pots, birdbaths, small signs, bird feeders, chimes, and trellis.
- 4.21 Vegetable gardens allowed in the rear of the home only, no vegetable gardens in the front or street view of the home.

Section 5 RESIDENTS AND GUESTS

- 5.1 The monthly rate agreed upon 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 Management prior to move-in; this includes, but is not limited to roommates, spouses and relatives. Approval will include a fee and screening based on park criteria (paragraph 5.6).**
- 5.2 The total number of permanent residents in any mobile home shall not be greater than two per bedroom in the mobile home. **All residents must be approved by Management prior to move in, this includes but is not limited to roommates, guests, invitees, spouses and relatives.** A person is considered to have “moved in” if he or she occupies the mobile home/premises in excess of the 14 day grace period provided herein. (See Rule No. 5.6). If a resident is absent from the home for a period of four months and is over the age of 18 years, and if that former resident then seeks to re-occupy the mobile home/premises; the former resident must then be screened for residency before taking occupancy. This includes, but is not limited to, students returning from college; relatives returning from living elsewhere; and prior residents returning for any other reason. The term “occupy a home” means that an individual is present continuously at the premises, in any daily 24 hours (12:01 a.m. to 11:59 p.m.) timeframe, either (1) between 11:59 p.m., and 12:01 a.m., or (2) for four hours, consecutively or non-consecutively.
- 5.21 For the purpose of definition residing in a home for four (4) or more hours per day, constitutes living in the home.
- 5.3 Homeowner is responsible for the actions of other occupants of its mobile home, its guests, licensees, and invitees. Homeowner shall at all times accompany a guest or guests while guest is using the facilities or in the common areas of the Park.
- 5.4 **No** commercial trade or business of any kind (including child care) may be conducted out of Homeowner’s mobile home or on its lot in the Park, unless currently licensed and approved.
- 5.5 No one will carry on any obnoxious or offensive activity which Management believes is or may become an annoyance or nuisance to the Park.
- 5.6 Guests of Homeowner shall first register with the Park Manager by delivering to the Park Manager a statement giving the guest’s name, social security number, vehicle information (plate no., model, year) and duration of stay at the outset (and prior to) the stay by the guest. Any guest in the Park for more than fourteen (14) days in any year (whether consecutively or cumulatively) shall be considered to be a resident

of the mobile home in which they are staying, and he/she must therefore apply for tenancy and obtain Park approval if he/she is to continue to reside in the Park after said fourteen (14) day period. The criteria upon which approval is or is not given are as follows, and a guest's failure to satisfy any one of these criteria shall constitute a good and adequate basis for rejection of the application for tenancy: (1) prior rental references; (2) credit references; (3) employment status; (4) ability to pay rent and other expenses arising under the rental agreement with the Park; (5) criminal records (including indictments, convictions and any currently unresolved charges); (6) the presence of pets; (7) the availability of information required under the Park's application for tenancy; and (8) if the guest is unwilling to enter into rental agreement with the Park.

- 5.6.1 Guests may apply for "temporary" occupancy. To qualify for the status of a "Temporary Occupant", the applicant must apply for temporary status by completing an application and paying the screening fee. If the application is approved, both the Homeowner and the Temporary Occupant must complete all required park documents, which will include but not limited to, Temporary Occupant Agreement, and receipt of the Rules and Regulations. A Temporary Occupant agreement may be immediately terminated with a material violation of the community rules and regulations, absence of the Homeowner, or by behavior that disturbs other residents.
- 5.7 Guests of Homeowner who qualify as residents under Paragraph 5.6 above must be identified to Management within three (3) days following the fourteen (14) day period. The guest will then be required to complete an application for residence similar to that completed by Homeowner when applying for a site rental agreement with Management. Management will act on any such application within ten (10) days of the fourteen (14) day guest residency period. **If the guest is not approved as a resident, he or she must immediately leave the Park.** Guests/Temporary Occupants of Homeowner will never be allowed to reside in the Homeowners home, if the Homeowner is absent from the premises.
- 5.8 Homeowner will respect the peace of the Park and see that its guests do the same. Neither Homeowner nor its guests shall cause unreasonable or loud or disturbing noise through parties, radios, televisions, stereo equipment, chain saws, motorcycles or the like.
- 5.9 Homeowner will provide Management with the name of a person to be contacted in the event of emergency along with a current telephone number, and address (if different from the park) for the Homeowner.
- 5.10 Yard sales or garage sales are allowed, however, it is the responsibility of the Homeowner to insure that no other Homeowner is inconvenienced by excessive traffic or blocking access to their driveways. All clean up after a garage/yard sale must be within twenty-four (24) hours of the termination of the sale, no exceptions.
- 5.11 There is to be no solicitation or peddling in the Park for any reason except as expressly allowed by law.
- 5.12 No alcoholic beverages will be consumed in any area of the Park which is open to all Homeowners and guests.
- 5.13 Homeowner may not place political or campaign signage on the space, except that Homeowner may place such a sign in the window of the manufactured dwelling, where the sign must be no larger than twenty-four (24) inches wide and twenty-four (24) inches long.
- 5.14 Tampering with mail addressed to others is a federal offense and is a basis for eviction.
- 5.15 Homeowners shall pay their personal property taxes annually to Clackamas County Tax Collector. Homeowners will not allow the taxes on their homes to become delinquent.

- 5.16 Visitors/guests with recreation vehicles (travel trailers, motor homes, campers, etc.) are not permitted to park their RV's in the community overnight or reside in them as they visit a homeowner.

Section 6 COMMON AREAS

- 6.1 Management will maintain those areas of the Park which Homeowner is not responsible for maintaining pursuant to the site rental agreement or 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 invites, is however, at the risk of the user, and Hearthwood Village 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 Management's negligence or willful misconduct.
- 6.2 Homeowner, occupants of its mobile home, and its guests, licensees, and invites, may use the Park's common areas only for the purposes for which they were intended and may not conduct in any common areas any activities which would not be permitted on rented sites. Common areas may not be used for storage or parking.
- 6.3 Management has the authority to prohibit from the "Common Areas" of Hearthwood Village, any person that in Management's opinion does not respect the Rules and Regulations or disrupts the peace of the Park. The "Common Areas" of the Park are:
- (a) The main entrance coming into Hearthwood Village from Roots Road;
 - (b) The entire black top driveway, sidewalk and parking areas within Hearthwood Village;
 - (c) The RV Storage Lot (only if Homeowner is on a RV Storage Agreement);
 - (d) The Playground;
 - (e) The Management Office.
- 6.4 Community streets shall not be used as playgrounds by Homeowners or guests; this will include basketball hoops. Community streets are not meant for use by skateboards, scooters, rollerblades, tricycles, bicycles.
- 6.5 Equipment (i.e., bicycles, games, etc.) abandoned in the streets or common areas will be confiscated and subject to disposal.

Section 7 UTILITIES

- 7.1 Hearthwood Village provides no garbage service or yard debris service, it is each homeowners responsibility at all times to have professional, weekly, garbage and debris service. **ALL HOMEOWNERS MUST HAVE PROFESSIONAL WEEKLY GARBAGE SERVICE.**
- 7.2 Hearthwood Village does not provide recycling of any household products. Each homeowner will receive recycling from their individual professional garbage service
- 7.3 Garbage cans are to be stored in accordance with the provisions of Paragraph 4.7. Garbage cans must be moved to the curb on days when garbage is scheduled to be collected, and returned to a location out of sight from the street and other neighbors the same collection day.

- 7.4 Water meters are read on a bi-monthly basis. Hearthwood Village will provide a water invoice to homeowners with previous and current meter reading bi-monthly. The cable television service is not included as a covered expense in Homeowner's rent. Homeowners may seek hook-up and service through the local Cable Company. Homeowners are responsible for payment of any charges for service directly to the cable provider.
- 7.5 Satellite dishes, C.B., TV antennas, or home radio antennas are not allowed in the Park. However, Homeowner may have an 18" or smaller satellite or cable television receiving device, so long as (1) Homeowner installs the device on the rear of the home or carport, so as not to be visible from the street and (2) Homeowner first obtains Park approval, which shall not be unreasonably withheld. Approval will be subject to location; generally such devices will not be visible from the street.
- 7.6 Paper towel, sanitary napkins, and other large items should not be flushed down toilets. Grease should not be poured down sinks. Any expense incurred in clearing a sewer line blockage caused by Homeowner negligence or misuse will be charged to the Homeowner causing the blockage.
- 7.7 Each Homeowner shall be responsible for ensuring that no 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 unless a service access is provided and approved in writing by Owner.

Section 8 PETS

- 8.1 Homeowners must register all pets with Management. There is a limit of one (1) pet per home site. All pets must be registered with Management. Any homeowners with a pet, must enter into a Pet Agreement and follow the rules and regulations concerning pets. All authorized cats must be kept indoors or on a leash per rule number 8.3. Pets are defined as any animal, mammal, fowl, or reptile capable of doing property damage, causing personal injury, or causing a disturbance. Exotic pets which might include, but not limited to reptiles and farm animals are not allowed. Pets are strictly prohibited without the **written authorization** of the landlord (Hearthwood Village). Homeowners with an approved pet must have a completed "Pet Agreement" (written approval) on file with Management. Homeowners with approved existing pets must abide by the following guidelines: Only those pets approved in writing by Management will be allowed to be kept by Homeowner. Assistance animals are allowed as required by law. A pet agreement form will need to be filled out and shall include copies of all necessary information regarding the pet, such as proof of pet licensing and proof of immunizations, and a color photo of the pet. The pet agreement form, when completed and signed by Homeowner and approved by Management, will be made a part of the site rental agreement and kept in Homeowner's file. Homeowner is required to notify Management of any changes in pet status.
- 8.2 Permission to keep any pet may be revoked by Management if at any time it determines that Homeowner is not properly caring for the animal, the animal is noisy, unmanageable or unruly, other Homeowners in the Park are complaining about the animal, or the animal is not **consistently kept inside** its keeper's mobile home. Homeowners are never allowed to feed pets or animals outside the home. Feeding dishes and storage of any pet food is prohibited outside on the home. The housing and/or feeding of stray and/or feral cats is prohibited.
- 8.3 **No** outside pet runs, pet houses, or pets living outside a mobile home are allowed. Under **no** circumstances should Homeowner's pet be allowed to run/roam at large, even on a Pets **must not** be allowed to roam unattended on Homeowner's lot, anywhere in the Park or common areas, or other Homeowner's lots. **All**

pets shall be attended and on a short leash when not inside the Homeowner's mobile home. Never will a pet be left tied outside of the mobile home, or restrained and/or fenced in anyway on the Homeowner's decks or porches.

- 8.4 Management is responsible for the sanitary condition of the Park grounds and buildings. Homeowners must not allow any pet to create a health hazard; any excrement (pet droppings) on Homeowner's lot and elsewhere in the Park **must be cleaned up immediately by pet owner**. Immediately will be defined as within 1 hour.
- 8.5 These rules regarding pets are in accordance with City Animal Ordinances, and the Oregon Residential Landlord/Tenant Act and will be **strictly enforced**. Violation notices will be issued as per the notice provision section of the site rental agreement and ORS 90.530 which includes a fine of \$50.00 per violation.
- 8.6 Be advised that the Management will not be responsible for any pet found unattended. There are animal shelters where neighbors and residents might take an unattended pet. Again, be advised that Management accepts no responsibility for their actions.
- 8.7 Guests are not permitted to bring their pets into the Park; any exception will be in writing by Owner. If written approval is given, pet must be under the Owner's control at all times and bound to park rules and regulations. Pet sitting by Homeowners is not allowed.

Section 9 VEHICLES

- 9.1 Homeowner is permitted to have as many vehicles as will fit into their driveway without any portion of the vehicles extending on any portion of the community street. Homeowners may not park their vehicles on a driveway of another resident. Only vehicles registered to the homeowner will be allowed in their driveway. Vehicles are never permitted to be parked on the yard area of the lot, only in the driveway. Vehicles must be registered to an authorized resident of the home.
- 9.2 Guests are not permitted to leave their vehicles parked in the community while they travel or for any extended period. Guests must use the guest parking areas for their vehicles.
- 9.2.1 Homeowner will supply Owner with the license plate numbers, and description (including model and color) of their vehicles. If Homeowner makes a change in their approved vehicles (i.e. sells and/or purchases a replacement vehicle), they will notify the Owner in writing of the change. If Homeowner moves a vehicle from out of state into Oregon or purchases a vehicle from out of state they must get the vehicles registered and titled in Oregon within thirty (30) days. Proof of the registration and title change and new plate numbers must be delivered to Management with thirty (30) days.
- 9.3 Management may require that any vehicle, including vehicles owned by Homeowner, not be allowed to enter or remain in the Park, if, in Management's opinion, the vehicle: a) is not properly maintained, b) constitutes a hazard to Homeowners, c) is in such a dilapidated condition that it detracts from the appearance of the Park, or d) is not currently licensed and tagged. If Management intends to remove a vehicle from the Park under this rule, it will give twenty-four (24) hours' notice (or such notice required by law) to the Homeowner responsible for the vehicle, both as provided in the notice provision section of the site rental agreement and by posting a notice on the windshield of the vehicle. If the vehicle is not then removed from the Park within twenty-four (24) hours (or period required by law), Management may tow the vehicle from the Park at the risk and expense of the vehicle's owner and the responsible Homeowner.

- 9.4 Homeowner is not allowed to park in the Park, 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. Inoperable vehicles shall not be stored within the Park. All vehicles in the Park must be currently licensed with current tags; this includes vehicles, trailers and boats stored in the RV storage lot.
- 9.5 Homeowner and their guests must ensure the residents and guests cars are parked in a location so as not to block any neighbor's access or restrict traffic flow within the Park. In the cul-de-sac areas of the community, no "head in" parking will be allowed; all vehicles must be parked alongside the curb in a manner not to block nor create difficulty for other homeowners. All homeowners must have full and easy access to their driveways. This includes a clear and unobstructed view.
- 9.6 Trucks of one (1) ton or larger will not normally be allowed to park overnight on a Homeowner's lot without prior written permission of Management.
- 9.7 Vehicles parked in violation of the Park's rules will be towed away and impounded at Homeowner's expense.
- 9.8 The speed limit within the Park for all vehicles is limited to ten (10) miles per hour. Homeowners are required to observe and obey all stop signs.
- 9.9 Motor homes, campers, trailers, boats, wave runners, and other recreational vehicles are not allowed to be stored on Homeowner's lot.
- 9.10 Recreational vehicles may be left on Homeowner's lot for up to twenty-four (24) hours to accommodate loading or unloading.
- 9.11 Non-street legal motorcycles (dirt bikes), three-wheelers, all-terrain vehicles, or the like, whether or not in use, are not allowed in the Park.
- 9.12 Loud motor vehicles will **never** be allowed to operate in the Park. What is considered "loud" shall be determined by the Park Manager in his or her sole discretion.
- 9.13 No repair of vehicles, engines, boats, trailers, motorcycles, or other similar equipment will be done within the Park. Oil changes or routine vehicle maintenance is no exception to this rule. Flat tires must be repaired within 24 hours.
- 9.14 No motor oil or any other caustic or non-biodegradable substance shall be deposited in any street drain, sewer system or on the grounds within the Park. Homeowner shall be responsible for any and all fines and the cost of cleaning up any caustic or non-biodegradable substances deposited by Homeowner in Park.
- 9.15 Vehicles which include both automobiles and trucks will never be used for the storage of personal property. This will include personal property and/or landscape debris that is going to be taken to the dump or recycle center. Personal property or landscape debris must be removed from the vehicle and park within five (5) days.
- 9.16 Vehicles that have a heavy covering/coating of excessive mud and dirt are not allowed in the community. Vehicles (automobiles and trucks) must be cleaned of excessive mud and dirt before they are driven in the park or parked at residents home or the community streets.

Section 10
SUBLETTING

- 10.1 No rental or subletting of a mobile home is permitted. Mobile homes must be owner-occupied.
- 10.2 No non-resident or temporary occupant may occupy a mobile home when the Homeowner is away or absent, for any length of time.

Section 11
SALE OF MOBILE HOME

- 11.1 If Homeowner sells their mobile home and the prospective purchaser wishes to rent Homeowner's site, Homeowner will give Management notice of the prospective purchaser's desire at least thirty (30) days prior to closing of the mobile home sale.
- 11.2 At time of notification of Homeowner's desire to sell the mobile home, Owner will inspect the home and issue a "notice of resale compliance." Homeowner will take responsibility for all compliance issues prior to sale of the home. Under certain circumstances (by example – house/shed exterior painting), Homeowner may defer compliance to purchaser. In such a case, purchaser must agree to a date certain that all work will be park approved and completed. Owner will not enter into a new rental agreement with purchaser until all compliance work has been completed.

Owner will not accept applications from any prospective buyers until compliance work has been completed, with the exception of seasonal exterior painting and staining. Owner will not enter into any lease with any potential purchaser until all compliance work has been completed, with the exception of painting and staining. Owner will enter into a Storage Agreement if the home is being sold without all of the compliance work completed. It must be noted that a Storage Agreement prohibits any person living in the home for any reason, or storing any personal property in the home. By way of example; even one (1) night would not be allowed. Purchasers on a Storage Agreement, would themselves need to be screened for potential residency after all compliance work has been completed. If Purchaser(s) are denied residency, then they may choose to sell or remove the home from the Park. Purchaser(s) on a Storage Agreement must provide a copy of their title of home ownership prior to entering into a Storage Agreement.

- 11.3 Prospective purchasers of a mobile home must submit an application for residency and be approved by Management prior to purchasing or occupying any mobile home in the Park. No sale of a mobile home in the Park shall obligate Management to accept a new purchaser unless an application has been reviewed and approved prior to the sale. A prospective purchaser who would otherwise be approved by Management will not normally be approved if Homeowner and the prospective purchaser fail to make application before the sale closes. In such a case, the seller of the mobile home may be liable to the purchaser for the cost of moving the mobile home from the Park. Any and all prospective purchasers must complete an application for tenancy and submit to credit and criminal background checks, as well as verification of employment and prior rental information.

Specifically, all applicants for tenancy will be accepted or rejected according to the following criteria, any one of which shall be good and sufficient grounds for rejection of the application: (1) prior rental references; (2) credit references; (3) employment status; (4) ability to pay rent and other expenses arising under the rental agreement with the Park; (5) criminal records (including indictments, convictions and currently unresolved charges; (6) the presence of pets; (7) the availability of information required under the Park's application for tenancy; and (8) if the guest is unwilling to enter into a rental agreement with the Park.

- 11.4 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. In the case of a home with no front window, a sign may be mounted on the front of the home or placed on the side or a side window of the home; one sign only.

Section 12 TERMINATION OF RENTAL

- 12.1 If Homeowner intends to remove their home from the Park, Homeowner must submit, IN WRITING, a 30-Day Notice of Intent to remove home.
- 12.2 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.
- 12.3 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.
- 12.4 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 other Homeowners, as appropriate, for any loss suffered.

Section 13 ENFORCEMENT AND DISPUTE RESOLUTION

- 13.1 These rules and regulations are conditions pursuant to which Homeowners occupy the Park. Management may enforce rules and regulations which are conditions of occupancy by terminating the site rental agreement of Homeowners who violate a rule or regulation. Management may impose a monetary fine during the resolution process set forth in this section.
- 13.2 If the basis for terminating a site rental agreement is within the dispute resolution process set forth in this section, Management will follow that process prior to terminating an agreement.
- 13.3 The dispute resolution process set forth in this section applies to disputes between Homeowner and Management about certain of Homeowner and Management’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 landlords and tenants with respect to maintenance of premises, tenant conduct which disturbs other tenants, and similar disputes. The process applies to all disputes arising in connection with the site rental agreement or these rules except for the types of disputes specifically excluded.
- 13.4 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 the Park;
 - (b) charges due or claimed to be due under the site rental agreement or the rules and regulations, including rent, service charges, assessed fine, deposits, permit fees, additional occupants or vehicles charge, attorneys’ fees, late charges, bad check fee, interest, or the adjustment, computation, or modification of these charges;

- (c) matters which are the 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 \$2,000;
- (e) any lien claim;
- (f) termination of tenancy once written notice of termination has been given by Management, whether or not that notice has been received by Homeowner;
- (g) term of the site rental agreement and renewal of the rental term;
- (h) sale of its mobile home by Homeowner and Management acceptance of the prospective purchaser as a tenant; or
- (i) disputes which involve a Homeowner whose tenancy has been terminated by Management. Although neither Homeowner nor Management can demand pursuant to these rules and regulations that the above specified disputes be arbitrated or mediated, Management encourages open discussion between itself and Homeowner or any dispute which may arise between them in an effort to resolve that dispute outside of litigation. Any attempt by any party to informally resolve a dispute not subject to the dispute resolution process set forth in this section shall not be deemed a waiver of that party's right to litigate the dispute.

13.5 The dispute resolution process is to be used for disputes between Homeowner and Management and not disputes between Homeowners in the Park; however, if a Homeowner contends that another Homeowner in the Park is violating one or more of these rules and regulations, Homeowner may give Management notice in writing of the perceived violation, and Management will investigate it. If Management concludes that a violation is occurring which unreasonably interferes with a Homeowner's peaceful enjoyment of the Park, Management may initiate the dispute resolution process by notifying the violating Homeowner pursuant to the provision of Paragraph 13.6.

13.6 MEDIATION: If the dispute resolution process in Paragraph 13.5 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.

13.7 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) 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, he/she 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.
- 13.8 Fines assessed by Management for violation of the site rental agreement or these rules and regulations may not exceed \$50 per day for a first violation. If the Homeowner against whom the fine is assessed has previously been assessed a fine for similar violation, up to \$100 per day may be assessed for the repeat violation.
- 13.9 Management 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.
- 13.10 Homeowner's payment of an assessed fine when due and payable is a condition of occupancy, and failure of Homeowner to pay assessed fine when due is a basis for Management's termination of the site rental Agreement.
- 13.11 Notwithstanding any other provision of the site rental agreement or these rules and regulations to the contrary, neither Homeowner nor Management will be entitled to an award of attorneys' fees or any fees incurred in connection with 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.
- 13.12 No failure of Management to enforce any one of these rules and regulations shall operate as a waiver of its right to enforce that or other rules and regulations and to insist on strict compliance with the rules and regulations.

Section 14

QUIET AND PEACEFUL ENJOYMENT

- 14.1 Drunkenness, immoral conduct or conduct causing a disturbance or annoyance will not be tolerated. All state and local laws shall be observed. Quiet time will be from 10pm until 8am.
- 14.2 As a safety precaution, bicycle riding is prohibited near the community entrances and exits.
- 14.3 Complaints by Homeowners must be in writing.
- 14.4 Door-to-Door soliciting or distribution of handbills is prohibited except as expressly allowed by law.

