

OAKVIEW TERRACE

MOBILE HOME PARK

RULES AND REGULATIONS

TABLE OF CONTENTS

SUBJECT	SECTION
GENERAL RULES.....	(1)
MANUFACTURED HOME SET UP.....	(2)
MANUFACTURED HOME STANDARDS	(3)
MANUFACTURED HOME AND LOT MAINTENANCE	(4)
HOMEOWNERS AND GUESTS	(5)
SUBLETTING	(6)
SALE OF MANUFACTURED HOMES	(7)
UTILITIES	(8)
PETS	(9)
COMMON AREAS	(10)
VEHICLES	(11)
FIREARMS AND FIREWORKS	(12)
TERMINATION OF LEASE	(13)
ENFORCEMENT AND DISPUTE RESOLUTION	(14)
PARTIAL INVALIDITY	(15)
AMENDMENT OF RULES	(17)

These Rule and Regulations are part of your Rental Agreement. Violation of the Rules and Regulations can result in the termination of your tenancy. As Amended in 2/1/1998

Section 1

GENERAL

- 1.1 These Rules and Regulations apply to all residents of the manufactured housing park known as Oakview Terrace, referred to herein as “Park”.
- 1.2 The Owner and operator for the Park will be referred to in these Rules and Regulations as “Owner”.
- 1.3 The individuals who lease spaces in the Park from Owner will be referred to in these Rules and Regulations as “Homeowner”.
- 1.4 The manufactured homes or manufactured housing structures which Homeowners place on spaces they lease from Owner in the Park will be referred to in these Rules and Regulations as “manufactured home”.
- 1.5 The individual manufactured home spaces in the Park leased to the Homeowners by Owner will be referred to in these Rules and Regulations as “lots”.
- 1.6 The lots rental agreement entered into between Owner and Homeowner is referred to in these Rules and Regulations as “site Rental Agreements” 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 the Owner to act as its representative in connection with the Park.
- 1.8 Any approval, consent or waiver which these Rules and the site Rental Agreement and “Park Package” (application and specifications of the prospective Homeowners” require to be obtained from the Owner or the Park Must be obtained in writing signed by the authorized agent of Owner or Park prior to such approval, consent or waiver being effective.
- 1.9 These Rules are subject to any applicable federal, state, county, and municipal laws and Regulations.

- 1.10 Any alterations to Homeowner's manufactured home or improvements (including fencing, painting, color scheme changes, name signs,, and the like) performed on Homeowner's lot or manufactured home must have the prior written approval of the owner or Managers. Such approval is necessary under any circumstance of alteration or improvement whether required under the site Rental Agreement, these Rules and Regulations, Law or ordinances, or whether they are voluntarily proposed by the Homeowner.
- 1.11 The Owner may waive one or more requirements of these Rules and Regulations on a showing by the Homeowner that special circumstances exist which distinguish the situation from other Homeowners. Any Homeowner's request for a waiver must be in writing and addressed to the property manager. In acting on any request for a waiver, the Owner will consider the result to the Homeowner if no waiver is granted, and the impact of any waiver on the park as it is now constituted or any reasonable be constituted in the future. The Owner may condition any waiver on the Homeowner's payment of a reasonable condition.
- 1.12 If the Homeowner fails to complete improvements, maintenance, or otherwise take some action required by these Rules and Regulations, the Owner has the option of performing same for the Homeowner and to be fully indemnified for its reasonable expenses including labor, materials and 20% of such costs as overhead and supervision fee. If the Homeowner takes some action not in compliance with these Rules and Regulations (such as premises or personal property to the pre-existing complying condition at Homeowner's expense provided immediately above.
- 1.13 The 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.
- 1.14 The Park Owner does not provide a security patrol or security systems. Residents are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Residents observing any suspicious or illegal acts are requested to notify the park manager or the police department.

SECTION 2

MANUFACTURED HOME SET-UP

After the “Park Package” Application has been approved by manager, the credit check and Criminal is approved, the site Rental Agreement is signed, and all deposits and fees are paid, coordination of home delivery and set-up shall proceed as follows:

2.1 The Homeowner will give the Owner 72 hours notice before bringing a manufactured home into the Park for set-up, the Owner will instruct the Homeowner and Home owner’s driver on where to park the manufactured home pending set-up.

The contractor or personnel responsible for moving and set-up of the manufactured home shall be licensed and bonded for such work.

2.2 Prior to sitting any manufactured home in the Park, the Homeowner shall be responsible for coordinating with the Park Manager to corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. The Homeowner will be responsible for coordinating with the manufactured home dealer and/or transportation company that moves the manufactured home to ensure that the manufactured at move-in on streets inside the Park must be first approved by the Manager.

2.3 On arrival at the Park for set-up, the Homeowner will register with the Manager the license number of the vehicle which is towing its manufactured home and the license number of the manufactured home, if required to be licensed. If the manufactured home is not required to be licensed, the Homeowner will register with the Manager the manufactured home’s correct color, model, and dimensions.

2.4 All aspects of the manufactured home sitting sand set-up, including electrical, telephone, sewer, water, and cable television hook-ups, and required foundation, footings, and other necessary blocking, are the responsibility of the Homeowner.

2.5 Homeowner will install a back-flow device on the water supply at the Homeowner’s expense. Specifications for these valves and locations where it can ve purchased are available from the Manager.

2.6 The Homeowner is responsible for any damages caused to its lot, other lots, streets or any portion of the Park during the sitting or removal of its manufactured home. Homeowner shall reimburse the Owner or other Homeowners, appropriate, for any loss suffered or damages to property.

2.7 The Owner is not responsible to provide to soil, final grading, gravel or relocation of any utilities. Prior approval of such activities is, however, needed from the Manager.

2.8 Homeowner is responsible for connecting its manufactured home to the sewer line with rigid pipe. The manufactured 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 within thirty (30) days after the manufactured home is placed on the lot.

2.10 Temporary steps must be removed within thirty (30) days of set-up, unless approved in writing by the Manager.

2.11 Homeowner will not be entitled to move into its manufactured home until sitting and set-up have been approved by the Owner.

SECTION 3 MANUFACTURED HOME STANDARDS

3.1 prior to sitting any manufactured home in the Park, the Homeowner shall be responsible for the providing the Manager a copy of the description of the manufactured home that copy purchase agreement (if the home is new) or an accurate description of the manufactured home that confirms that the purchase agreement includes all required improvements as set forth in section 3 of the Park Rules and Regulations addressing skirting, decking, carports, front awnings, and storage building. In those cases where a Homeowner is moving a qualifying manufactured home in to the Park that is not new, Homeowner shall provide a photograph together with the complete descriptive information identifying the size and materials of all improvements, including storage structures that will be sited in the Park. All home roofs must have composition asphalt shingles or the equivalent with a gable profile. No manufactured home older than five (5) years at move-in date will be approved.

3.2 No permanent alterations are to be made to the manufactured red home or manufactured home space without the prior written permission of the Owner (including Fencing, painting, color scheme changes, satellite dishes, radio or TV antennas, etc.). The Owner reserves the right to approve any exterior accessory or structure added to the manufactured home for placed on the manufactured 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 all permanent structures must by a Homeowner be removed at the Homeowner's expense when the Homeowner moves from the Park.

3.3 Homes, accessories, and/or alterations and additions shall comply with applicable federal, state and local statutes and ordinances as to size, materials, 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 the Owner on the condition that the Homeowner install landscaping acceptable to the Owner across from the home to visually compensate for the lack of a window(s). The window(s) facing the street must have wood trim painted a complimentary color.

3.5 Home moving into the Park must be a minimum of 24' wide (unless a lesser wither is approved by the Owner pursuant to paragraph 1.11), and must be approved by the Park Management prior to move-in. Management reserves the right to refuse admission to any home that does not meet the Park standards or the condition or appearance of the manufactured home misrepresented.

3.6 All home are required to have wood siding, Skirting must be of a similar material as the siding on the home and painted/stained to match the siding or trim color. Skirting must be made of pre-treated/weatherized material that is compatible in design to the exterior of the home. Brick or rock skirting is acceptable with Manager Approval. Skirting must be continuous; any noticeable cracks or seams between the shirting panels must be caulked within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT ALLOWED.

3.7 Homeowner shall be responsible for installing the space number of their home on the front side of the home approximately 5' above ground level. The uniform size and color numbers are available for the purchase at cost of the Park office.

3.8 Homeowner is responsible for installing or constructing the following within thirty (30) days of set-up of its manufactured home:

- a) Wood skirting compatible with the manufactured home siding and painted to match.
- b) Pre-painted continuous aluminum or pre-painted galvanized metal gutter and downspouts connected by underground 3" rigid or corrugated pipe to the curb outlet. Gutters must be continuous metal fabrication.
- c) Two above ground freeze-proof hose bibs, one on either side of the manufactured home.

3.9 All manufactured homes must have awning and decks not smaller than specified below unless otherwise approved by the Manager. Exceptions to minimum size requirements may be approved if the Homeowner's site will not accommodate structures of the required dimensions. All plans for decks, carports, and front awnings must be approved by the Manager prior to installation and construction. Minimum deck sizes shall be as following:

*Carport Door: Entrance/patio/steps 3' x 6' (including steps)

Note: Corrugated metal or fiberglass awnings are not allowed.

- Free standing carport/storage shed:
- Single Carport: 12' wide x 26' deep
- Storage Shed: 6' X 8'
- Double Carport: 24' wide x 26' deep
- Storage Shed: 6' x 8'
- All of the above require prior Management approval.

3.10 Decks and porches must be skirted with wood similar to other shirting specified above. All decks, porches, and steps must have handrails built to code.

Carports, storage sheds and decks must be installed within thirty (30) days following set-up of the manufactured home unless other arrangements have been made in writing with the Owner/Manager.

Any wood frame patio awning must have a composition roof be designed and painted to match the manufactured home and be approved by the Manager in writing prior to construction. The carport must be a minimum of 12 feet wide unless the terrain or the lot size or shape limits the size to a narrower width. Garages may be constructed in lieu of a carport but must be the same color as and compatible with the manufactured home and shall be constructed only with the Manager's prior written approval.

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 Each Homeowner's shall provide Park with a SPACE LANDSCAPING WORK SHEET prior to acceptance of homeowner for residency. The worksheet will outline a general landscaping plan which shall be used as a model for preparing the Homeowner's landscaping plan. No home will be allowed to move into the Park until the space landscaping plan has been approved by the Owner. Installation of all space landscaping shall be completed no later than ninety (90) days following move-in unless otherwise agreed upon in writing by the Owner.

3.13 If Homeowner does not perform the obligations in section 3.12 as agreed, the Park Owner reserves the right to do the work and bill the Homeowner.

3.14 The owner reserves the right to make reasonable modifications to the Manufactured home standards identified herein to accommodate special circumstances which may be dictated herein by the terrain of the Park or individual Lots.

3.15 Antennas exceeding 12 feet in height above the dwelling roof line are prohibited. Satellite or other receiving dishes shall be no larger than one meter in diameter and shall be located as follows: (1) On the dwelling rood or on the ground, as far back from the sidewalk and street as practical without impeding signal strength: (2) Tenant shall attempt to screen the satellite dish from view from the street in front of the dwelling using comparable or complimentary building materials as used in the dwelling or with landscaping, as approved by the Manager.

SECTION 4

MANUFACTURED HOME AND LOT MAINTENANCE

4.1 Homeowner is responsible for maintaining and keeping clean and in good repair the exterior of their manufactured home, as well as all other structures such as decks, steps, carports, storage building, and fences. All wooden structures such as decks, hand railings, storage buildings, carport, home siding and skirting, shall be painted or stained as necessary to prevent visual and physical deterioration.

4.2 The Homeowner is responsible for maintaining all lawn areas, flowers, and shrubbery within their lot. Lawns must be mowed on a regular basis during the growing seasons, edged, kept free of weeds and watered as necessary. If the landscaping is not properly maintained, the Owner may, but is not required to, perform or have performed whatever landscape maintenance may be required and charge the Homeowner directly. If the Homeowner consistently fails to maintain the space, the Owner reserves the right to terminate the site Rental Agreement and evict the Homeowner.

4.3 All landscaping improvements made to the manufactured home lot shall, upon termination of tenancy, but either the Homeowner or the Park, become the property of the Owner except as provided herein below. The Homeowner may keep and take with him items as agreed in writing with the Manager.

4.4 Homeowner absent for an extended period of time – one week or more shall be responsible for arranging for the care and maintenance of their lot during their absence, and for newspaper, mail, and other delivery services.

4.5 Chain link fences and cedar fences are allowed and must be professionally installed and be constructed as per applicable building codes. All fences, including color of paint or stain, must be approved in writing by the Manager prior to installation. Homeowner is responsible for maintaining any fence located on the Homeowner's property.

4.6 If Homeowner constructs a rear yard 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 the Homeowner's lot or the Park property.

4.7 Common areas, driveways, carports, streets, and the Homeowner's lot, 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, extra, must be stored inside the Homeowner's storage shed. Vehicles are the only item allowed in carports.

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.

4.10 Clothes or clothes line poles are not allowed. Clothing, linens, rugs, extra are not be draped over deck or porch railings or otherwise left outside the Homeowner's manufactured home.

4.11 The Homeowner may erect play equipment in the Homeowner's backyard with Manager'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 on the space is subject to revocation at any time if the Manager determines the equipment is in need of repair. Above ground pools (wading pool, hot tub/spas) are permitted only with written permission from Management. The Homeowner agrees to defend and hold the Owner's Agents harmless from any and all claims, suits, damages, actions resulting from homeowner's play equipment and/or above ground pools (wading pools, hot tubs/spas). Wading pools are to be emptied after each use and hot tubs/spas are to be covered after each use.

4.12 Homeowners must remove (take down) any holiday decorations from their manufactured home within (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 manufactured home by the persons identified in the agreement. Any additional residents, including new roommates, must apply for tenancy through the regular procedures and sign the rental agreement if approved.
- 5.2 The total number of permanent residents in any manufactured home shall not be greater than two per bedroom in the manufactured home.
- 5.3 The Homeowner is responsible for the action of all occupants of its manufactured home, all licensees and invitees.
- 5.4 No commercial trade or business (including gratuities baby-sitting) may be conducted in Homeowner's manufactured home or lot in the Park, unless discussed with and with and approved in writing by the Park Manager.
- 5.6 Guests of Homeowner may not remain in the Park for more than fourteen (14) days in any year (whether consecutively or cumulatively) unless written authorization is received from the Owner. Homeowners are responsible for their guests' actions.
- 5.7 Homeowner will respect the peace and enjoyment of the Park by others and will be responsible that their guests do the same. Neither the Homeowner nor its guests shall cause unreasonably loud or disturbing noise at parties, or with 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.
- 5.8 Homeowner will provide the Owner with the name of a person to be contacted in the event of the Homeowner's death or an emergency

SECTION 6 SUBLETTING

6.1 No rental or subletting of a manufactured home is permitted. Manufactured homes must be owner-occupied.

6.2 Any person occupying a manufactured home as a “house-sitter. During a Homeowner’s absence in excess of 30 days must be approved by the Manager prior to occupying the manufactured home.

6.3 Under exceptional circumstances, the Owner and/or Park Manager may approve the use of a manufactured home by other than the owner; however, prior written permission must be obtained in advance from the management.

SECTION 7 SALE OF MANUFACTURED HOMES

7.1 Prospective purchasers of a manufactured home located at Park must submit an application for residency and be approved by the Owner PROIR to taking occupancy. No sale of a manufactured home in the Park obligates the Park management to accept a new purchaser unless an application has been reviewed and approved by the Park Management prior to the sale.

7.2 Homeowner shall be allowed to leave their manufactured home in its present space and sell the manufactured home to a new Homeowner, subject to the following conditions:

The manufactured home shall be brought up to all current Park standards for new homes moving into the Park. The Manager may in its sole discretion 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 and 18" in height.

SECTION 8 UTILITIES

8.1 Electric, garbage, sewer and water services are the responsibility of each Homeowner and are paid directly to the utility company.

8.2 Garbage and disposal containers must be kept out of sight, except on the days when garbage is scheduled to be collected. Homeowners must furnish their own garbage cans; Allied Waste supplies these as part of their service.

8.3 Paper towels, sanitary napkins, and other large items should not be flushed down your toilet. Grease and coffee grounds 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.

8.4 No satellite-type antenna dishes C.B. radio antennas or exterior T.V. cable service is available on each lot.

8.5 No storage building or other structure shall be erected or placed over any shot-off valve, sewer clean-out or electrical pedestal or other utility or service connection.

SECTION 9

PETS

9.1 One house pet under twenty (20) pounds at maturity may be allowed, if the Homeowner obtains prior written permission from the Park Manager. Said permission shall become a part of the Rental Agreement between the Owner and the Homeowner. No outside dog run, dog houses, or pets living outside of the manufactured home are allowed. Pets must be kept on the Homeowner's space and are not to be allowed to roam unattended on the Homeowner's lot, Part streets or common areas or other Homeowner's lots. All pets shall be attended and on the LEASH when not inside the Homeowner's Manufactured 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 of Homeowner's home during any period of absence by the Homeowner. Excreta (pet droppings) must be cleaned up promptly by the pet owners. Visually handicapped Homeowners are allowed to keep a guide animal as required by law.

SECTION 10

COMMON AREAS

10.1 Owner will maintain the common areas of the Park which Homeowners are not responsible for maintaining. The Homeowner's use of the common areas and use by Homeowner's guests is, however, at the risk of the user. Owner is not responsible for injuries or damages associated with the use of the common areas or person property unless such injuries or damages are caused by negligence or willful misconduct of Owner or its agents.

10.2 Homeowners are guests may use the park common areas only for the purposes for which they are intended. All rules concerning conduct on rented lots pertain to common areas may not be used for storage or parking.

10.3 There are dimly lighted or darker areas within the Park at night. Homeowner agrees to carry a portable light source when walking at night. Homeowner shall provide a portable light source to their guests at the Park.

SECTION 12 RECREATION ACTIVITIES

11.1 The Park streets shall not be used as playgrounds by the Homeowner or guests. The Park sidewalks are not meant for use by bicycles, skateboards, scooters, tricycles, “Big Wheels” or other wheeled modes of transportation.

11.2 Equipment (i.e., bicycles, toys, games, etc.) abandoned in the streets or common areas will be removed by the Manager, stored, and disposed of pursuant to Oregon Law.

SECTION 12 VEHICLES

12.1 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. The Homeowner shall be responsible for any and all fines and the cost of cleaning up any such substances deposited by the Homeowner in the Park. Propane tanks larger than five gallons are not allowed in the Park except for those attached to and used exclusively for recreational vehicles.

12.2 Each lot is provided with off-street parking for two passenger vehicles. The 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 the Homeowner’s lot.

12.3 The Homeowner may request approval from the Manager to keep more than two vehicles if there is additional space for the vehicle. If there is not additional space available, additional vehicles will not be permitted in the Park. Any approval given will be conditioned on the Homeowner providing an additional approved hard surfaced off-street parking space for the additional vehicle at the Homeowner’s expense.

If approval is granted, a monthly charge per vehicle will be assessed. This charge may be adjusted according to the rent adjustment policy and compliance with Oregon law.

12.4 The Owner may require that any vehicle owned by a Homeowner, remain in the Park, if, in the Owner's opinion, the vehicle is (a) not properly maintained so as to present a hazard to others, (b) constitutes a health hazard to others or (c) is in such dilapidated condition that it distracts from the Park under this rule, will give twenty-four (24) 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 the Park within twenty-four (24) hours, the Owner may have the vehicle towed by bonded contractor to a secure storage facility at the Homeowner's expense.

12.5 Homeowners and guests are not allowed to park commercial vehicles or equipment (other than temporarily present for the purpose of providing some service to the Homeowner) or inoperable vehicles in the Park.

12.6 In addition to the off-street parking associated with Homeowner's lot guests may park their cars in the parking areas designated by the Manager for that purpose. The Homeowner and guests must not park blocking any neighbor's driveway access or affect traffic flow in the Park.

12.7 No overnight parking on the streets by guests or Homeowner is allowed.

12.8 Approval of the Manager must be obtained before bringing any truck larger than $\frac{3}{4}$ ton into the Park. Trucks of one (1) ton or larger will not normally be allowed to park overnight on the Homeowner's lot.

12.9 Vehicles parked in violation of the Park RULES will be towed away and impounded at the Homeowner's expense.

12.10 The speed limit within the Park for ALL VEHICLES is limited to TEN (10) miles per hours.

12.11 Motor homes, campers, trailers, boats, snowmobiles, residential vehicles and other recreational vehicles are not allowed to be stored on the Homeowner's lot.

12.12 Recreational vehicles may be left on the Homeowner's lot for up to twenty-four (24) hours to accommodate loading and unloading. Recreation vehicles are to be park outside of the Park at all other times.

12.13 All – terrain and other recreational vehicles whether or not in use, are not allowed in the Park. Unregistered or unlicensed vehicles may not be stored in the Park.

12.14 Driveways of vacant lots may not be used for guest or overflow parking without approval from the Manager.

12.15 Loud motor vehicles may not be operated in the Park at any time.

12.16 Homeowners are not allowed to overhaul vehicles on their lots or in their driveways. No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made within the park, and no automobile equipment, engines, motors, etc. shall be washed anywhere in the Park. Oil changes or routine maintenance is not exception to this rule.

SECTION 14

TERMINATION OF RENTAL AGREEMENT

14.1 The Homeowner will give the Owner a written thirty day (30) notice of the Homeowner's intent to remove their manufactured home from the Park. Prior to the removal of the manufactured home, all rents for space, utilities and services must be paid in full unless waived in writing by the Manager. Homeowner will give the Manager a seventy – two (72) hour notice before the manufactured home is physically removed from the Park.

14.2 On termination of the site Rental Agreement, Homeowner will remove its manufactured home and remove any improvement to the lot which the Owner requests be removed.

14.3 Homeowner is responsible for any damage caused to its lot, other lots or property, streets or any portion of the Park during the removal of its manufactured home and shall reimburse the Owner or other Homeowners as appropriate, for any loss suffered.

SECTION 15 DISPUTE RESOLUTION

15.1 FAIR HOUSING: If a dispute arises under this Lease or the Park Rules and Regulations, the Homeowner may request a meeting with the Park Manager to discuss the dispute. Homeowner's request must be in writing and must explain the dispute. The Park Manager will meet with Homeowner within thirty (30) days of a formal complaint that has merit.

15.2 MEDIATION: Either Homeowner or Owner may request mediation of a dispute in accordance with the terms of this Agreement by notifying the other party in writing. Within fifteen (15) days of receipt of such request, both parties may select a mediator representative. The parties and the mediator(s) shall meet at an agreeable time and place within fifteen (15) days of the mediator(s)' selection in an attempt to mediate the dispute. The mediator(s) will select the time and place for the meeting and may, at their option, select a third mediator for assistance, if necessary. The mediators will have five (5) days after the hearing to attempt to resolve the dispute. If either party does not agree with the solutions suggested by the mediators, either party may then request that the matter proceed to a arbitration.

15.3 ARBITRATION: Any dispute that is not resolved through mediation may be submitted to arbitration in accordance with the terms of this Agreement. Both parties shall attempt to agree on a single arbitrator. If the parties are unable to do so, each party shall select its own arbitrator. The cost of arbitration shall be agreed upon and shared equally by the parties. The arbitrator(s) will schedule and conduct a hearing. Within thirty (3) days of the arbitration hearing, the arbitrator(s) shall serve written notice of their decision on the parties. The arbitration shall not be binding. A party not satisfied with the arbitration decision shall be entitled to seek a judicial resolution of dispute as allowed by Oregon Law.

15.4 CERTAIN MATTER NOT SUBJECT TO MEDIATION OR ARBITRATION: The mediation and arbitration provisions of this Agreement shall not apply to disputes relating to closure of the Park, sale of the park or rent, including, but not limited to, amount, increase or non-payment of rent.

**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 and other documents incorporated herein or 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 The 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 the Homeowners in writing and shall become effective after sixty (60) days written thirty (30) days of receiving the proposed changes.

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

HOMEOWNER

DATE

HOMEOWNER

DATE