

PIONEER PARK MOBILE ESTATES RULES AND REGULATIONS

Section 1 **GENERAL**

- 1.1 These Rules and Regulations apply to the mobile home or manufactured housing park known as Pioneer Park Mobile Estates, LLC, which is referred to in these Rules and Regulations as “Community”.
- 1.2 The Owners of the Community will be referred to in these Rules and Regulations as “Owner”. Owner will appoint one or more PARK MANAGERS and Park Agents who will be the Owners’ Agent. The PARK MANAGER will be referred to in these Rules and Regulations as “PARK MANAGER”.
- 1.3 The individuals who lease lots in the Community will be referred to in these Rules and Regulations as “Homeowner”, or “Homeowners”.
- 1.4 Homeowners and PARK MANAGER agree that all of these Rules and Regulations either: (1) promote the convenience, safety or welfare of the tenants; (2) preserve PARK MANAGER’s property from abusive use; and/or (3) make a fair distribution of services and facilities held out for the general use of Homeowners.
- 1.5 In construing these Rules and Regulations, where the context so requires, the singular includes the plural, and the masculine includes the feminine.
- 1.6 The mobile homes or manufactured housing structures, which Homeowners place on lots they lease from Pioneer Park Mobile Estates, LLC will be referred to in these Rules and Regulations as “mobile homes” or “mobile home” even though they may more precisely be thought of as manufactured housing structure.
- 1.7 The individual leased mobile home lots in the Community will be referred to in these Rules and Regulations as “lots”.
- 1.8 The Lease Agreement entered into between Pioneer Park Mobile Estates, LLC and Homeowner, of which these Rules and Regulations form an integral part, is referred to in these Rules and Regulations as “Lease Agreement” or “agreement”.
- 1.9 Any action required to be taken by PARK MANAGER pursuant to these Rules and Regulations may, unless otherwise specified, be taken by the PARK MANAGER or Park Agent.
- 1.10 PARK MANAGER may waive one or more requirements of these Rules and Regulations on a showing by Homeowner that special circumstances exist, which distinguish that particular Homeowner’s situation from that of other Homeowners. Any approval, consent, or waiver which these Rules and Regulations require must be in writing from the PARK MANAGER, and obtained prior to doing the act for which approval, consent, or waiver is to be obtained. In acting on any request for a waiver, the PARK MANAGER will consider the result to Homeowner if no waiver is granted, the expense to Pioneer Park Mobile Estates, LLC if a waiver is granted, the potential that the waiver will apply to all Homeowners, and the impact of any waiver on the Community as it is now constituted or may reasonably be constituted in the future. The PARK MANAGER 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 the Lease Agreement.

- 1.11 Any actions with which these Rules and Regulations deal must be taken in accordance with federal law, state law, state regulations and in accordance with local ordinances, in addition to meeting the requirements of these Rules and Regulations.
- 1.12 Any alterations to Homeowner's mobile home or improvements (including fencing, house signs) constructed on Homeowner's lot must have the prior written approval of the PARK MANAGER, whether these alterations or improvements are required by the Lease Agreement or these Rules and Regulations or whether alterations will usually be required to be made with factory-manufactured material.
- 1.13 If Homeowner fails to complete improvements, do maintenance or otherwise take action required by these Rules and Regulations, Pioneer Park Mobile Estates, LLC has the option of taking that action for Homeowner. If Homeowner takes some action not in compliance with these Rules and Regulations (i.e., constructing an improvement without approval), Pioneer Park Mobile Estates, LLC has the option of undoing what Homeowner has done. If Pioneer Park Mobile Estates, LLC exercises this option, all charges and expenses incurred by Pioneer Park Mobile Estates, LLC shall be charged to Homeowner.
- 1.14 Pioneer Park Mobile Estates, LLC from time to time pursuant to ORS 90.610(2), may propose changes to the Rules and Regulations, including changes that make a substantial modification of the landlord's bargain with the tenant, by giving written notice of the proposed Rule or Regulation change. Unless 51% of the units in the park object in writing within thirty (30) days of the date the notice was served, the proposed change shall become effective for all of the tenants sixty (60) days after the date that the notice was served by the landlord.
- 1.15 A manufactured home dealer or dealers may be invited to place "model homes" in the Community for sale to the public, on condition, among others, that they comply with these Rules and Regulations.

Section 2
MOBILE HOME SET-UP

- 2.1 Homeowner must give the PARK MANAGER 72 hours' notice before bringing a mobile home into the Community for set-up. On arrival, the PARK MANAGER 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 must register with the PARK MANAGER the license number of the mobile home (if required to be licensed), mobile homes correct color, model and dimensions.
- 2.3 All aspects of the mobile home siting and set-up including electrical, telephone, sewer, water and cable television hook-ups, as well as provision of required foundation or footings and any other necessary blocking are the responsibility of Homeowner. The mobile home will be set above ground.
- 2.4 Any Homeowner that installs a sprinkler system on Homeowner's lot must install a back flow device at Homeowner's expense.
- 2.5 Homeowner is responsible for any damage caused to Homeowner's lot, other lots, streets, or any portion of the Community during the siting of Homeowner's mobile home and shall reimburse Pioneer Park Mobile Estates, LLC or other Homeowners for any loss suffered.
- 2.6 The Owner, PARK MANAGER, and Park Agent are not responsible for topsoil final grading, gravel or relocation of any utilities.

- 2.7 Homeowner is responsible for connecting Homeowner's mobile home to the sewer line with rigid pipe. The mobile home must be placed on the lot so as to cover or enclose sewer and water connections as required by law.
- 2.8 Homeowner must remove any towing hitch immediately after the mobile home is placed on the lot.
- 2.9 Temporary steps must be replaced with permanent steps or decking within thirty (30) days of set-up.
- 2.10 Homeowner will not be entitled to move into Homeowner's mobile home until Homeowner has acquired a valid occupancy permit from the appropriate government agency.

Section 3
MOBILE HOME STANDARDS

- 3.1 All Mobile homes must be approved in writing by the PARK MANAGER prior to entering the park.
- 3.2 Mobile homes must be doublewide and a minimum of 24 feet in width unless the PARK MANAGER approves a lesser width. Electric meter base must be installed by certified contractor and approved by electric company and county building codes.
- 3.3 Homeowner is responsible for installing or constructing the following within thirty (30) days of set-up of the mobile home:
 - a) Skirting (1/2"); skirting to be from ground level to siding of home; have 10 vents or quantity of vents that is present code and one 4' access door where fresh water valve is located on manufactured home. All ground contact support lumber will be pressure treated 2 X 4's or 2 X 6's. Upright wood support members will be installed on 2' centers for maximum backfill support. Skirting to be compatible with the mobile home and painted to match it, or some other suitable siding approved by the PARK MANAGER, pursuant to paragraph 1.11;
 - b) Five (5) inch continuous gutters complete with end caps, downspouts and elbows. Downspouts to be connected to underground 3" rigid or corrugated pipe to the curb;
 - c) Lot number(s) minimum five (5) inches tall, color black, located on the front side of the mobile home approximately six (6) feet above ground level and unobstructed by landscaping;
 - d) Two (2) above ground hose bibs, one (1) on either side of the mobile home;
 - e) An optional awning above the front door which:
 - 1) measures a minimum of 4' X 5' or 20 square feet;
 - 2) is composed of a minimum 20 year 3 tab composition roof; and
 - 3) is designed and painted to match the mobile home;
 - f) A custom built storage building which:
 - 1) is not smaller than 8' X 8' or larger than 10' X 12';
 - 2) is constructed of wood or pre-treated wood siding to match groove and embossing of house siding as close as possible and wood trim to match house aesthetics (floor to be existing concrete pad);
 - 3) has one (1) 3' passage door, with locking knob, and one (1) 2' X 2' window;
 - 4) is roofed with 20 year 3 tab composition roofing compatible with the color and style of the carport if shed is not contained inside carport;

- 5) is built leaving a 4 foot breezeway between building and manufactured home;
 - 6) located at rear of driveway and under the carport unless otherwise approved in writing by the PARK MANAGER.
- g) A deck or patio adjacent to mobile home parking area or any carport which is:
- 1) a single piece measuring a minimum of 3' X 6', including steps;
 - 2) skirted with manufactured skirting of a similar style and color as that used to skirt the mobile home;
 - 3) equipped with suitable handrails;
 - 4) constructed with one set of steps per building code;
 - 5) openings under sides of deck and steps to be filled to match the house skirting;
 - 6) constructed of either weatherized plywood (covered with carpet) or 2' X 4' or 2' X 6' weatherized wood;
 - 7) all construction material is to be per building code.
- h) A carport with an awning which:
- 1) is minimum 12' X 40' with 4' X 4' post set into base brackets with 4' X 6' beams set front and next to the home;
 - 2) has minimum 2' X 6' rafters set 12" on center;
 - 3) is sloped to match the home roofline;
 - 4) roofed with minimum 20 year three tab composition roofing material;
 - 5) meets the standards, other than measurements, for front door awnings set forth in paragraph 3.3 (e).

3.4 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 shutoff gate valve, which is accessible.

3.5 Within ten (10) days of siting any mobile home in the Community, Homeowner must submit a lot landscaping plan for front, sides and back of lot to the PARK MANAGER for review and approval. If PARK MANAGER does not approve the landscaping plan, Homeowner must submit a revised landscaping plan within ten (10) days of PARK MANAGER rejecting the prior plan. If PARK MANAGER does not approve the revised landscaping plan, Homeowner and PARK MANAGER shall engage in the dispute resolution process set out in the Lease Agreement. If Homeowner and PARK MANAGER are unable to agree on a landscaping plan after engaging in dispute resolution, PARK MANAGER shall propose a reasonable landscaping plan, which Homeowner must accept. Installation of landscaping according to Homeowner's approved plan must be completed within ninety (90) days of PARK MANAGER'S approval of the plan. Any changes in landscaping must be approved by the PARK MANAGER.

3.6 Prior to moving into the Community a security deposit is required to insure Homeowner's landscaping is completed as described in Rule 3.5. Homeowner shall either: (1) provide the PARK MANAGER a signed promissory note, payable to Pioneer Park Mobile Estates, LLC in the amount of \$1,000.00: or (2) deposit \$1,000.00 in cash. If Homeowner does not complete the landscaping installation within ninety (90) days as described in Rule 3.5, PARK MANAGER may complete the landscaping themselves, or hire a contractor to complete the work. PARK MANAGER may charge Homeowner for any costs or expenses (including a reasonable hourly charge for PARK MANAGER'S own work) incurred by PARK MANAGER in completing the landscaping installation. If there is no landscaping installation charge, PARK MANAGER shall return the promissory note or \$1,000.00 to Homeowner within thirty (30) days of PARK MANAGER receiving notice that the landscaping installation is completed. If there is a landscaping charge and Homeowner's security deposit was in the form of a promissory note, PARK MANAGER shall provide Homeowner with an accounting of the charge within thirty (3) days of PARK MANAGER receiving notice that the landscaping installation is completed, and Homeowner shall pay the amount listed in the accounting (including any amount in excess of \$1,000.00) within thirty (30) days of receiving the accounting. Upon payment by Homeowner of

the amount listed in the accounting, PARK MANAGER shall return the promissory note to Homeowner. If there is a landscaping charge and Homeowner's security deposit was in the form of \$1,000.00 cash, PARK MANAGER shall provide Homeowner with an accounting of the charge within thirty (30) days of PARK MANAGER receiving notice that the landscaping installation is completed, and return to Homeowner the difference (if any) between \$1,000.00 and the amount of the charge; if the charge exceeds \$1,000.00, Homeowner shall receive no refund and must pay PARK MANAGER the excess charge within thirty (30) days of receiving the accounting.

- 3.7 Except for permits obtained by the PARK MANAGER pursuant to the Lease Agreement, Homeowner is responsible for obtaining any building permits required for construction on Homeowner's lot from the City of Lafayette or other government authority.
- 3.8 Any improvements a Homeowner intends to make to Homeowner's lot, including but not limited to carport/shed, fencing and/or landscaping, must first receive written approval from PARK MANAGER. Upon termination of each Homeowner's tenancy, the lot must be left in substantially the same condition as it was upon commencement. Homeowner shall be solely responsible for all damage to the lot occasioned upon siting and/or removal of the mobile home. All improvements, including fencing, carport/shed and plantings or other landscaping placed upon the lot, whether by Pioneer Park Mobile Estates, LLC or Homeowner, shall become the property of Pioneer Park Mobile Estates, LLC upon termination of the tenancy, unless the parties agree otherwise in writing at least twenty (20) days prior to such termination.
- 3.9 All fences must be approved in writing by the PARK MANAGER. Fences will not be approved if they do not meet the following standards: (For purpose of these Rules and Regulations, rear yard is considered to be even with and behind the back of manufactured home. Side yard is considered to be between the front and back of the manufactured home and to each side of the manufactured home. Front yard is considered to be from the front of the home toward the street.):
- a) must be no higher than 72" in rear and/or side yard(s);
 - b) may have a decorative fence no higher than 36" in front yard;
 - c) must be a cedar fence with pressure treated wood posts set in concrete or approved alternate type of material;

PARK MANAGER reserves the right to not approve a fence even if it satisfies the above criteria.

- 3.10 If Homeowner constructs a rear yard fence, as outlined in paragraph 3.9, Homeowner will be responsible for a twelve inch strip along the outside of the fence, whether or not that strip is Homeowner's lot or the Community property.
- 3.11 Window air conditioning units that are visible from the exterior of a home must be approved by PARK MANAGER. PARK MANAGER will deny a request to place a unit in a window visible from the street if it is possible to place a unit in a window not visible from the street. All installations are to be professional looking. No duct tape or unfinished plywood and the like will be permitted.

Section 4

MOBILE HOME AND LOT MAINTENANCE

- 4.1 Homeowner is responsible for maintaining and keeping clean the exterior of Homeowner's mobile home as well as the lot and all appurtenant structures such as gutters and downspouts, hose bibs and pipes, decks, steps, storage buildings, carports or garages, driveways and fences. All wooden appurtenant structures shall be painted or stained as necessary to prevent their visual and physical deterioration. Color of paint and/or stain must be approved by the PARK MANAGER via color chips.
- 4.2 Pioneer Park Mobile Estates is responsible for all common areas. Each Homeowner is responsible for Homeowner's own lot maintenance as follows:

- 4.2.1 Lawns, (front, back and sides) are to be mowed at least once a week during the March-October growing season and whenever necessary during the non-growing season.
 - 4.2.2 Homeowner is responsible for keeping the trees trimmed on Homeowner's lot.
 - 4.2.3 Homeowner is responsible for removing and disposing of any leaves from Homeowner's trees that fall into the street or sidewalk.
 - 4.2.4 All trees in Homeowner's front yard must be trimmed up 12 feet and trimmed back from the curb line. Homeowner must obtain PARK MANAGER'S written consent before planting trees on Homeowner's space. Any Homeowner that wants to plant a tree may request permission by giving PARK MANAGER a description of the tree, including the species and specify the location where the tree will be planted.
 - 4.2.5 Homeowner must remove all weeds on the lot within a reasonable amount of time (not to exceed one (1) week of the weeds appearing).
 - 4.2.6 Homeowner must edge the grass on the lot from the curb and/or sidewalk edges and fence line(s).
 - 4.2.7 Homeowner must satisfy Homeowner's obligations under ORS 90.740(4).
- 4.3 Absence of Homeowner from the Community for an extended period does not relieve Homeowner of Homeowner's maintenance responsibility. Homeowner must make arrangements for the care and maintenance of Homeowner's home and lot during any absence.
 - 4.4 Garbage cans, firewood, gardening tools and equipment must be stored in Homeowner's storage shed or behind the mobile home, and visually screened from the street.
 - 4.5 Only furniture items commonly accepted as outdoor or patio furniture may be left outside a mobile home on decks or in carports.
 - 4.6 Individual garage sales are not allowed. Once per year a Community wide garage sale will take place sponsored by Pioneer Park Mobile Estates, LLC. Items that Homeowner intends to sell at a Community-wide garage sale may be stored in the Homeowner's carport for two (2) weeks prior and two (2) weeks after the garage sale.
 - 4.7 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.
 - 4.8 All windows visible from the street must have mini blinds. All window screens visible from the street must be kept in good order. Window coverings that are not mini blinds, such as sheets, blankets, posters and the like are prohibited.
 - 4.9 On approval from the PARK MANAGER, Homeowner may erect play equipment in Homeowner's backyard. Any play equipment must be located behind the mobile home and within the designated boundaries of Homeowner's lot. Each Homeowner erecting approved play equipment assumes responsibility for maintaining the equipment in serviceable condition during the time it is erected on the lot. If it appears to the PARK MANAGER that any play equipment needs repair or is dangerous to use, approval for the equipment may be revoked. On any such revocation or on termination of the Lease Agreement between PARK MANAGER and Homeowner, Homeowner will remove the equipment within five (5) days. The PARK MANAGER and/or PARK AGENT assume no responsibility to any Homeowner for monitoring the safety of play equipment.
 - 4.10 Portable basketball hoops are allowed as long as they do not obstruct vehicle or foot traffic and are stored on the Homeowner's lot when not in use.
 - 4.11 Swimming or wading pools of any size are only allowed behind a locked gated fence that is at least six (6) feet high.
 - 4.12 Holiday decorations that are on Homeowner's mobile home, in Homeowner's lot, or in a door or window of the mobile home can be displayed only during the four (4) week period before the

holiday through two (2) weeks after the holiday. The U.S. Flag may be properly displayed year round.

Section 5

RESIDENTS AND GUESTS

- 5.1 The Park's default rule is that at any time during the term of Homeowner's Lease Agreement, occupancy of adults, children under age 21 and temporary occupant(s) will not exceed twice the number of bedrooms in the mobile home. A bedroom shall be designated as a bedroom by the mobile home manufacturer. A den must meet legal requirements of a bedroom to be considered a bedroom for the purposes of the Lease Agreement. Residents wanting more than two (2) people per bedroom can request an expansion of the occupancy limit. The park will consider reasonable factors in determining whether to grant the request, such as the size of the home and the size of the rented space.
- 5.2 The monthly lease rate agreed on in the Lease Agreement is based on occupancy of the mobile home by up to two (2) adult occupants identified in the agreement. Any additional adult occupants must be approved by the PARK MANAGER prior to move in and an additional monthly amount paid as rent.
- 5.3 Homeowner is prohibited from allowing another person (not listed as a resident on the Lease Agreement) to 'occupy' (within the meaning of ORS 90.403) the premises without PARK MANAGER'S written permission. Additionally, Homeowner shall not permit anyone not listed as a resident on the Lease Agreement to cumulatively occupy (which shall mean either staying at the home or lot overnight or for at least 10 hours during a 24-hour period) the home or lot for thirty (30) days or more in a rolling twelve month period. (For example, allowing four separate individuals to occupy the home or lot for ten (10) days each in a given year would violate this provision, as the cumulative total days of occupancy would be forty (40).) No one (whether Homeowner or otherwise) shall be permitted to sleep or stay in the lot outside of the home (e.g., in a tent in the backyard or in a car in the driveway).
- 5.4 **ANY INDIVIDUAL(S) NOT LISTED AS A RESIDENT(S) ON THE LEASE AGREEMENT WHO WILL BE STAYING WITH HOMEOWNER FOR THIRTY (30) OR MORE DAYS IN ANY ROLLING TWELVE (12) MONTH PERIOD (WHETHER CONSECUTIVELY OR CUMULATIVELY) MUST APPLY FOR TEMPORARY OCCUPANCY OR RESIDENCY AND BE APPROVED BY PARK MANAGER. IF THE INDIVIDUAL(S) IS/ARE NOT APPROVED AS A TEMPORARY OCCUPANT(S) OR RESIDENT(S), HE/SHE/THEY MUST PROMPTLY LEAVE THE COMMUNITY. HOMEOWNER IS RESPONSIBLE FOR THE ADDITIONAL OR TEMPORARY OCCUPANT(S) FEES ASSOCIATED WITH THE ADDITIONAL OR TEMPORARY OCCUPANCY, INCLUDING CRIMINAL BACKGROUND FEES, CREDIT REPORT FEES, ADDITIONAL VEHICLE FEES AND/OR FINES, AND PET FEES.**
- 5.5 Homeowner is responsible for the actions of Homeowner's guests (including Temporary Occupants, visitors, licensees and invitees (including any damages caused by such individuals). All such individuals are subject to these Rules and Regulations, and if any such individuals engage in conduct that would be a violation of the Lease Agreement or the Rules and Regulation if engaged in by Homeowner, Homeowner shall be deemed in violation.
- 5.6 Homeowner must respect the peace of the Community and shall not disturb the quiet enjoyment of others in the Community. Homeowner shall not cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, chain saws, motorcycles, continuously barking of dogs or the like.

- 5.7 Homeowner must adhere to all traffic rules and signage in the park, e.g., stop signs, speed limits, playground rules, etc.
- 5.8 Homeowner must not carry on any noxious or offensive activity, which the PARK MANAGER believes is or may become an annoyance or nuisance to the Community including but not limited to discharging firearms and firecrackers in the Park or appearing nude or partially nude outside the home but within the Community. Fireworks are permitted on the Fourth of July during the hours of 10:00 a.m. to 12:00 p.m. provided that the fireworks are legal under Oregon law.
- 5.9 No commercial trade or business may be conducted out of Homeowner's mobile home or on Homeowner's lot or elsewhere in the Community unless Homeowner has prior written authorization from PARK MANAGER.
- 5.10 **RESIDENT(S), GUESTS, TEMPORARY OCCUPANT(S), INVITEE'S, LICENCEE'S AND ALL CHILDREN OF SAME SHALL NOT TRESPASS ONTO OTHER HOMEOWNER'S LOTS.**

Section 6 **CONTACT REQUIREMENTS**

- 6.1 Homeowner must provide the PARK MANAGER with the name of a person to be contacted in the event of Homeowner's emergency.
- 6.2 Homeowner must keep on file with the PARK MANAGER current contact telephone numbers at which PARK MANAGER can reach Homeowner at all times.
- 6.3 Homeowner must designate a Designated Representative in the event of death of one or more of the Leasee's on the current Lease Agreement.

Section 7 **CHILDREN**

- 7.1 Homeowner is responsible for the actions of Homeowner's children and the children of Homeowner's guest's (including Temporary Occupants), visitors, licensees, and invitee's. Homeowner is responsible for any damages caused by such children. Homeowner is also responsible for informing such children of the "GENERAL RULES FOR CHILDREN" below and enforcing those rules.

GENERAL RULES FOR CHILDREN

7.1.1 The following rules apply to all Homeowners, including children:

- No vandalizing of park property or residents' property in any way, i.e., plants, shrubberies, flowers, entrance sign (monument), lights or watering system.
- No skateboarding, rollerblading, razorboarding, or bike riding on the ***sidewalks***.
- No playing in other residents' yards unless invited to do so.
- No cutting through residents yards at any time.
- No climbing fences.
- No climbing common area trees.
- No throwing rocks or other instruments not intended for throwing.
- No littering in the park. Clean up after yourselves.
- Use of foul language outside of individual homes is prohibited.
- No screaming at other residents or their guests.
- Engaging in threatening behavior toward other residents or their guests is prohibited

Section 8 **PETS**

- 8.1 Attack dog breeds such as Pit Bulls, Doberman Pinchers, German Shepherds, Rottweilers, and Chows are prohibited, unless Pioneer Park Mobile Estates is required to allow the dog as a service animal under applicable law. The final authorization allowing pet(s) in Pioneer Park Mobile Estates is at the PARK MANAGER'S discretion.
- 8.2 Pet approval and applications must be obtained in advance before placing or replacing any pet. All Park Rules and Regulations relating to pets (including rules that relate to noise and sanitation) are a part of a Pet Agreement by reference.
- 8.3 A certificate of Insurance coverage shall be provided to the Park at the time and date of execution of a Pet Agreement.
- 8.4 Homeowners requiring service animal assistance are allowed to keep a service animal as required by applicable law. However, Homeowner still must comply with Section 8.2.
- 8.5 Permission to keep a pet may be revoked by the PARK MANAGER if:
- 8.5.1 it is determined Homeowner is not properly caring for the animal;
 - 8.5.2 the animal is noisy, unmanageable or unruly;
 - 8.5.3 Homeowner violates the Pet Agreement;
 - 8.5.4 the animal is not consistently kept inside its owner's mobile home;
 - 8.5.5 the County License is not current; or
 - 8.5.6 the Homeowner's insurance is no longer in effect.
- 8.6 If a Homeowner has either an unapproved pet(s) or out-of-date Pet Agreement, PARK MANAGER will have the option to levy a daily fine of \$50.00 until Homeowner has remedied this situation. In the event of a breach of the Pet Agreement, the PARK MANAGER reserves the right to: a) immediately terminate the Pet Agreement and demand removal of the pet(s) and/or b) terminate the Lease Agreement in accordance with ORS 90.630 or 90.400. **NOTE:** This fee may be changed or added to without notice in accordance with Oregon Law.
- 8.7 The current Park Pet Agreement to be executed by the PARK MANAGER and Resident(s) is attached to these Rules and Regulations, marked Exhibit A and by reference incorporated herein.

Section 9 **VEHICLES**

- 9.1 Each lot is provided with its own driveway for off-street parking. Homeowners Lease Agreement allows for two (2) passenger vehicles in the base rent.
- 9.2 Homeowner may request approval from the PARK MANAGER to keep more than two (2) vehicles. However, Homeowners with additional vehicles will be charged an additional monthly parking fee of \$25.00 per month per additional vehicle. **NOTE:** This fee may be changed or added to without notice in accordance with Oregon Law. All vehicles not designated as passenger vehicles will be required to be parked in the recreational vehicle storage lot. Storage will be charged to Homeowner at a set rate per month per vehicle.
- 9.3 The PARK MANAGER may require that any vehicle, including vehicle(s) owned by Homeowners, not be allowed to enter or remain in the Community if the vehicle is:
- a) not properly maintained or in an operable condition;
 - b) constitutes a hazard to Homeowners
 - c) in such dilapidated condition that it distracts from the appearance of the Community.

If the PARK MANAGER intends to remove a vehicle from the Community under this rule, the PARK MANAGER will give twenty-four (24) hours notice to the Homeowner responsible for the vehicle as provided in the notice provision of the Lease Agreement. If the vehicle's owner is not known, the PARK MANAGER will post the notice on the windshield of the vehicle. If the vehicle is not removed from the Community within twenty-four (24) hours, the PARK MANAGER may tow the vehicle from the Community at the risk and expense of the vehicles owner and/or the responsible Homeowner.

- 9.4 Commercial vehicles are not permitted to be parked in the Community except for temporary purposes of providing a service to Homeowner or with written permission from the PARK MANAGER.
- 9.5 In addition to the Homeowners driveway, guests may park their cars in other parking areas, if any, designated by the PARK MANAGER for that purpose. Homeowner and Homeowner's guest must ensure that guests' car(s) are parked in a location so as not to block any neighbor's access or restrict traffic flow within the Community.
- 9.6 On-street parking of passenger vehicles by Homeowners or guests of Homeowners is allowed without PARK MANAGER'S authorization. **HOWEVER, PIONEER PARK MOBILE ESTATES, LLC ACCEPTS NO LIABILITY FOR ANY DAMAGE CAUSED TO A VEHICLE PARKED ON THE STREET AT ANY TIME.**
- 9.7 Approval of the PARK MANAGER must be obtained before bringing any truck larger than $\frac{3}{4}$ ton into the Community. Trucks of one (1) ton or larger will not be allowed to park overnight on a Homeowner's lot.
- 9.8 Vehicles parked in violation of the Community rules will be towed away and impounded at Homeowner's expense.
- 9.9 The speed limit within the Community for all vehicles is ten (10) miles per hour at all times.
- 9.10 Motor homes, campers, trailers, boats, All-terrain vehicles, utility trailers and other recreational vehicles are not allowed to be stored on Homeowner's lot. These vehicles must be stored in the Recreational Vehicle Storage Lot.
- 9.11 Recreational vehicles may be parked at Homeowners lot for up to forty-eight (48) hours to accommodate loading and unloading.
- 9.12 Three-wheelers, all-terrain vehicles, dirt bikes or the like, whether or not in use, are not allowed in the Community unless they are stored in the Recreational Vehicle Storage Lot. Three-wheelers, all-terrain vehicles, dirt bikes or the like will not be ridden in the park.
- 9.13 Driveways of vacant lots must not be used for guest or overflow parking without approval from the PARK MANAGER.
- 9.14 Loud motor vehicles will not be operated in the Community at any time.
- 9.15 Major repair of vehicles, e.g., engine repair and, transmission overhauls are prohibited within the community. Any minor repair started needs to be completed in a timely manner. No buckets, rags or other washing utensils can be left lying out after washing a vehicle. No vehicle can be left on ramps, blocks, or the like for more than 24 hours.
- 9.16 Homeowner is prohibited from depositing motor oils and/or other non-biodegradable substances into the street drains.

- 9.17 Parking permits will be visible on all vehicles when inside Pioneer Park Mobile Estates at all times. Homeowner will be charged the replacement cost for any replacement parking permits.
- 9.18 One day per week, Pioneer Park Mobile Estates streets are swept. The day and hours of sweeping are posted in the Community Bulletin Boards. During the hours of sweeping, all vehicles must be off the street. Failure to remove Homeowner's, Homeowner's guests, and Homeowner's Temporary Occupants vehicles from the street will result in a fine to the Homeowner of \$25.00 NOTE: This fine may be changed or added to without notice in accordance with Oregon Law.

Section 10 **COMMON AREAS**

- 10.1 The PARK MANAGER will maintain those areas of the Community that Homeowner's are not responsible for maintaining pursuant to their Lease Agreements or these Rules and Regulations (referred to herein as "common areas"). Homeowner's use of the common areas and its use by other occupants of Homeowner's mobile home and Homeowner's guests, licensees, and invitees, is however, at the risk of the user. The Community, PARK MANAGER or Park Agent individually or collectively, 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 the PARK MANAGER'S negligence or willful misconduct.
- 10.2 The creek, pond and any waterway on any side of the Community are not common area(s) of the Community and will not be used by Homeowner, Homeowners family, guests, licensees, and invitees. Pioneer Park Mobile Estates, LLC, PARK MANAGER and/or Park Agent are not responsible for injuries or damages suffered by Homeowner, Homeowner's family, guests, licensees or invitees that is associated with the unauthorized use of the creek, pond and any waterway.
- 10.3 Homeowner, occupants of Homeowner's mobile home, Homeowner's guests, Homeowner's Temporary Occupants, licensees, and invitees, may use the Community common areas only for the purposes for which they were intended and may not do in common areas activities which would not be permitted on leased sites or by these Rules and Regulations. Common areas may not be used for storage or parking.
- 10.4 Homeowner will respect the Community common areas and will not litter or leave property in those areas. Homeowner must clean pet excreta from any common area, including the field in front of the park. All lots in the community are considered private property and respected as such by both people and their pets. Children's toys such as bikes, tricycles, and the like will not be left in the streets. Homeowner's will see that any of Homeowner's guests, occupants of Homeowner's mobile home, Homeowner's invitees and Homeowner's Temporary Occupants act similarly.
- 10.5 Pioneer Park Mobile Estates playground is for park residents and their guests only. All guests must be accompanied by a resident.
- 10.6 Each Homeowner will be required to sign a liability waiver holding Pioneer Park Mobile Estates, LLC, its PARK MANAGER'S and Park Agents harmless for use of Pioneer Park Mobile Estates playground. If Homeowner does not sign the liability waiver, Homeowner(s), occupants of Homeowner's mobile home, Homeowner's guests and invitees and Homeowner's Temporary Occupants are prohibited from using the playground and playground common area.
- 10.7 Homeowner, occupants of Homeowner's mobile home, Homeowner's guests and invitees and Homeowner's Temporary Occupants will observe all posted Rules and Regulations for Pioneer Park Mobile Estates playground.

- 10.8 The current Park Playground Rules to be executed by the PARK MANAGER and Resident(s) is attached to these Rules and Regulations, marked Exhibit B and by reference incorporated herein.

Section 11 **UTILITIES**

- 11.1 Homeowner will secure weekly or bi-monthly garbage service for the Homeowner's lot. Homeowner is responsible for payment of all garbage collection charges. Storing of garbage on Homeowner's lot is a health issue and is prohibited.
- 11.2 Garbage, recycle and yard debris containers must be moved to the curb no earlier than 5:00 p.m. on the day before pickup is scheduled and must be returned to their storage location by 6:00 p.m. on the night of pickup. At all other times garbage, recycle, and yard debris containers must be stored in accordance with the provisions of paragraph 4.4.
- 11.3 Homeowner is responsible for water, sewer, electricity and/or any other basic services to Homeowner's lot.
- 11.4 C.B. or home radio antennas or television antennas are not permitted in the Community. Satellite dishes are only allowed with permission of the PARK MANAGER. PARK MANAGER will not approve dishes larger than 24" round. PARK MANAGER will generally require dishes to be located in the back of the home out of view of the street. Only devices that do not interfere with other resident's communication devices are allowed.
- 11.5 Paper towels, sanitary napkins and other large items must not be flushed down toilets. Grease must not be poured down sinks. Any expense incurred in clearing a sewer line blockage caused by Homeowner(s) negligence or misuse will be charged to the Homeowner(s) causing the blockage.

Section 12 **SUBLETTING**

- 12.1 Mobile homes must be owner-occupied. An owner is considered to be only the person(s) named on the registration, contract and/or title of manufactured home. Subletting (renting) of a mobile home or lot is prohibited in the Community.
- 12.2 Any person occupying a mobile home to care for it (i.e., a "house sitter") during an absence by Homeowner is subject to Rules 5.2 and 5.3.

Section 13 **SALE OF MOBILE HOMES**

- 13.1 If Homeowner sells Homeowner's mobile home and the prospective purchaser wishes to lease Homeowner's site, Homeowner will give the PARK MANAGER notice of the prospective purchaser's desire at least thirty (30) days prior to closing of the mobile home sale.
- 13.2 Prospective purchasers of a mobile home must submit an application for residency (with appropriate non-refundable fees) and Release Authorization and be approved by the PARK MANAGER prior to purchasing or occupying any mobile home in the Community. No sale of a mobile home in the Community shall obligate the PARK MANAGER to accept a new purchaser unless an application has been received and approved prior to the sale. A prospective purchaser who would otherwise be approved by the PARK MANAGER will not 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 Community.

- 13.3 PARK MANAGER may give the new purchaser a Lease Agreement that contain terms different than those in the existing tenant's lease agreement.
- 13.4 "For Sale" signs may be displayed only in a window of the mobile home (either on the inside or outside of the window), must be no more than 24" wide and 18" in height and must be approved by the PARK MANAGER. If Homeowner believes that this is an unreasonable restriction of a tenant's right to place a "For Sale" sign as applied to Homeowner, Homeowner may make a written request to PARK MANAGER for an exception to this rule. PARK MANAGER will notify Homeowner whether the request is granted.

Section 14
SALE OF PARK

- 14.1 PARK MANAGER will notify all park tenants or the tenants committee (if one exists) if PARK MANAGER is interested in selling the park or receives an offer to purchase the park that PARK MANAGER intends to consider, unless an exception in ORS 90.848 applies. After providing the notice, PARK MANAGER will proceed in accordance with ORS 90.848-850.

Section 15
TERMINATION OF LEASE AGREEMENT

- 15.1 Homeowner will give the PARK MANAGER thirty (30) days' written notice before removing Homeowner's mobile home from its lot in the Community.
- 15.2 On termination of the Lease Agreement, Homeowner will remove Homeowner's mobile home from the Community immediately.
- 15.3 Homeowner is responsible for any damage caused to Homeowner's lot, other lots, streets, or any portion of the Community during the removal of his mobile home and will reimburse the PARK MANAGER or other Homeowners as appropriate for any loss suffered.
- 15.4 Unless PARK MANAGER agrees otherwise in writing, no mobile home may be removed from its lot in the Community until the rent, late fees, mowing fees, court fees and the like is paid in full.
- 15.5 PARK MANAGER can terminate Homeowner's Lease Agreement and tenancy as allowed by Oregon Law.

Section 16
MARIJUANA USE - GENERAL

- 16.1 Homeowner is permitted to possess, use, or grow marijuana to the extent allowed by Oregon Law. Any possession, use, or growing of marijuana that is prohibited by Oregon Law is prohibited by these Rules and Regulations. Homeowner is prohibited from selling or distributing marijuana anywhere in the Community (including in Homeowner's mobile home and lot) and all common areas.

Section 17
MARIJUANA USE - MEDICAL

- 17.1 Homeowner is permitted to use or possess marijuana if all of the following criteria are met:
- 17.1.1 Homeowner holds a valid, non-expired registry identification card issued pursuant to ORS 475B.415, or is a "designated primary caregiver" (as defined in ORS 475B.410) for a registry identification cardholder.

17.1.2 Homeowner provides a registry identification card (and any renewals or notification of renewal) to PARK MANAGER so that PARK MANAGER can make a copy of the card to keep in Homeowner's file. The registry identification card must list Homeowner either as the named holder of the registry identification card or as a designated primary caregiver for the cardholder.

17.1.3 If Homeowner is the registry identification cardholder, Homeowner must only use marijuana inside Homeowner's home and outside of public view, or use marijuana outside of the Community. If Homeowner is a designated primary caregiver, Homeowner must store the marijuana inside Homeowner's home and cannot use the marijuana for any purpose other than administering it to the named cardholder.

17.1.4 Homeowner does not possess more than 24 ounces of "usable marijuana" as that term is defined in ORS 475B.410, and does not possess any marijuana (including marijuana plants and seedlings) other than "usable marijuana".

17.1.5 Homeowner is prohibited from using and/or possessing marijuana while Homeowner's application for a registry identification card or renewal of a registry identification card is pending. Any Homeowner who has provided a registry identification card (either as a primary cardholder or as a designated primary caregiver) to PARK MANAGER must notify PARK MANAGER within three (3) business days if a court issues an order prohibiting the cardholder from participating in the medical use of marijuana or otherwise participating in the Oregon Medical Marijuana Program, or if Homeowner's card is otherwise revoked or expires. The Rule 16.2 exception to the prohibition on marijuana use and possession applies only to the particular Homeowner identified on the registry identification card. For example, if there are two (2) occupants in a mobile home and only one has a valid registry identification card, only the occupant with the valid card can use and possess marijuana consistent with Rule 16.2; the occupant without a valid registry identification card is still prohibited from using or possessing marijuana.

Revised and Effective: February 2017

PIONEER PARK MOBILE ESTATES, LLC
Conrad and Ethelyn Sproul, Owners
Marie Sproul, Managing Partner

PIONEER PARK MOBILE ESTATES, LLC
1282 3RD St., #1
LAFAYETTE, OR 97127
Phone: 503-864-2069; Fax 503-864-2982
pioneerpark@comcast.net

Exhibit A

PET AGREEMENT
RESIDENT NAME(S):

Lot # _____
DATE: _____

Attack dogs are not permitted. Breeds such as Pit Bulls, Doberman Pinchers, German Shepherds, Rottweilers, and Chows are prohibited unless Pioneer Park Mobile Estates is required to allow the dog as a service animal under applicable law. The final authorization allowing pet(s) in Pioneer Park Mobile Estates is at the Park Manager's discretion.

Type/Breed _____ **Size** _____ **Weight (full grown)** _____
Color _____ **License #** _____ **Name** _____

Type/Breed _____ **Size** _____ **Weight (full grown)** _____
Color _____ **License #** _____ **Name** _____

Whereas the resident(s) request to keep a pet in the premises and the Lease Agreement prohibits the keeping of pet(s) without permission of the community owner, therefore the community owner grants the resident permission to keep the aforementioned pet(s) in the premise subject to the following terms and conditions:

1. *It is mutually agreed between the parties that resident may keep the pet(s) at the above described premise, while providing good neighbor policies toward fellow Community Residents. Barking, howling, unfriendly behavior or any other animal behavior of a nuisance to neighbors will not be tolerated.*
2. *All pet(s) shall be attended and on a leash under physical control of owner when not inside the Homeowner's manufactured home. Pet(s) may not run free at anytime, day or night (including cats). If pet is over 30 pounds, only adults are allowed to walk the pet.*
3. *Excreta (pet droppings) on Homeowner's lot and elsewhere in Community must be cleaned up immediately. Convenient pet stations and trash receptacles are located throughout the park for this purpose.*
4. *Pet(s) are not allowed on the playground at anytime.*
5. *Pet(s) are not to be left outside at any time when owners are absent.*
6. *Pet(s) approval and applications must be obtained in advance before re-placing any pet.*
7. *Resident shall be liable for any loss, damage claims, or liability, including attorney fees (collectively "damages"), directly or indirectly caused by the pet(s). Resident must, at all times, maintain a policy of general liability insurance in a company satisfactory to Park Manager with coverage of not less than \$250,000.00 naming Pioneer Park Mobile Estates as a co-insured. Said policy shall provide insurance coverage in the event of any claims, damages or liability arising as a result of any injuries to other Residents, their guests or other third parties directly or indirectly caused by Resident's pet(s). Said policy shall include a provision that Park Manager must be notified prior to cancellation. A copy of the policy shall be provided to Park Manager together with evidence satisfactory to Park Manager that the policy is in full force and effect for so long as Resident has the pet(s) at this Community.*
8. *In the event of a breach of this Pet Agreement, Park Manager shall have the right to levy a fine of \$50.00 for each violation. All fines must be paid within ten (10) days.*
9. *In the event of a breach of this Pet Agreement, Park Manager reserves the right in its sole discretion to: a) immediately terminate this Pet Agreement and demand removal of the pet(s) and/or b) terminate the Lease Agreement as permitted by Oregon Law.*
10. *Proof of current yearly Yamhill County Dog Licensing and yearly pet(s) shot record must be kept up-to-date. A copy of current license and shot record must be provided to the park office yearly. Licensing & Insurance must be provided to Pioneer Park Mobile Estates within 10 days of signing the Lease Agreement and Pet Agreement.*

This Pet Agreement is hereby attached to and becomes a part of the Lease Agreement and Park Rules and Regulations. Consent to bringing a pet into this Community shall not constitute a waiver of the right to have it later removed if Pet(s) becomes a danger or disruption.

RESIDENT SIGNATURE

DATED

RESIDENT SIGNATURE

Park Manager/Park Agent SIGNATURE

EXHIBIT B

**PLAYGROUND HOURS
9:00 A.M. TO DUSK
PLAYGROUND RULES**

- ALL CHILDREN 6 YEARS OLD AND YOUNGER MUST BE ACCOMPANIED BY A CHAPERONE.
- NO PETS ALLOWED ON THE PLAYGROUND.
- NO LITTERING. A GARBAGE CAN IS PROVIDED FOR YOUR GARBAGE.
- NO SKATE BOARDING, RAZORBOARDING OR BIKE RIDING ON THE PLAYGROUND.
- NO DRAWING, WRITING, SCRATCHING, OR CARVING, OF/ON ANY PLAYGROUND EQUIPMENT.
- DO NOT DAMAGE SHRUBBERY, FLOWERS OR GRASS.
- NO CLIMBING ON FENCES.
- NO THROWING ROCKS OR ANYTHING ELSE NOT INTENDED FOR THROWING.
- ILLEGAL ACTIVITY OF ANY KIND IS NOT ALLOWED.
- NO LOITERING.
- BEHAVIOR SUCH AS FIGHTING AND BULLYING IS PROHIBITED.
- PLAYGROUND IS FOR PIONEER PARK RESIDENTS AND THEIR GUESTS ONLY. ALL GUESTS MUST BE ACCOMPANIED BY RESIDENT.

IF YOU CHOOSE NOT TO FOLLOW THE ABOVE RULES, YOU WILL NOT BE ALLOWED TO USE THE PLAYGROUND.

PIONEER PARK MOBILE ESTATES, LLC IS NOT RESPONSIBLE FOR ANY INJURIES RESULTING FROM USAGE OF THE PLAYGROUND OR ITS EQUIPMENT