

# **Cascade Village Landscaping Guidelines**

# Statement of Policy Pg. 7

Our Policy on Landscape Maintenance is as follows: In general and except as expressly provided to the contrary in the Rental Agreement or Rules, each Resident is responsible for the maintenance and repair of his or her manufactured home, manufactured home Lot and all improvements thereon (including landscaping).

## Lot Rental Agreement Sec 7

Sewer/Irrigation: Irrigation water is supplied by Swalley Irrigation District and delivered to individual spaces by the Community's private pressurized piping system. Irrigation service is provided at no cost to the Residents.

#### Lot Rental Agreement Sec 8

Owner is responsible for water supply facilities only to the point of connection with Resident's manufactured dwelling. Maintenance of water and sewage disposal facilities from the point of connection to the manufactured dwelling is the responsibility of Resident.

## Lot Rental Agreement Sec 9

Resident may not make any improvements or erect additional structures on Resident's Lot space without Owner's prior written approval.

# Rules and Regulations Section 3.17

- Installation of all Lot landscaping shall be a term of the new resident's rental agreement and must be completed not later than ninety (90) days following move in, unless otherwise agreed upon in writing by Owner.
- All plants, trees and shrubs which are acceptable for planting on the rental space are attached hereto.
- The space between the curb and the face of the home must be landscaped with green, living vegetation. Vegeta ble gardens are not allowed without the Owner's approval. All plantings and flower gardens must be kept free of grass and weeds. Resident must keep Resident's Lot in clean, neat, tidy condition, free of trash, refuse, garbage, and vermin. Resident shall plant and maintain in healthy condition shrubs or flowers in the planting area in front of their Home, all to be maintained to Owner's reasonable satisfaction. Owner's consent is required prior to plant ing shrubs in any other area of the rented space. Unless directed to remove it, all landscaping existing on a Lot as of the date of termination of tenancy is the Owner's property and may not be removed without Owner's permission.

## Rules and Regulations Section 3.2

No permanent alterations are to be made to the Home or on the Lot without Owner's prior written permission (including fencing, painting, color scheme changes, etc.). Prior to

installation, Resident must obtain Owner's approval for any exterior accessory structure added to the Home or placed on the Lot. All approved structures must be of factory manufactured material or specifically approved in writing by Owner prior to construction and/or installation. Owner may remove, at Resident's sole expense, any structure, improvement, or decoration of any kind constructed, installed, or erected without Owner's prior approval. At time of vacating the Community, Owner may require Resident to remove, at Resident's sole expense, all temporary or permanent structures or improvements constructed, installed, or erected by Resident with or without Owner's consent.

# Rules and Regulations Section 4.1

Resident shall, at all times, keep clean and maintain in good repair the exterior of the Home, as well as all appurtenant and accessory structures such as decks, steps, and fences. Resident shall not place or install any lawn ornament without Owner's consent. Resident shall paint/stain as necessary wooden structures such as decks, hand railings, etc. to prevent their visual and physical deterioration. Residents must store all bicycles, garden implements, and lawn tools inside of Residents' garage when not in use.

## Rules and Regulations Section 4.2

Resident is responsible for mowing all lawn areas and maintaining flowers and shrubbery on Resident's Lot. Resident shall mow lawns on a regular basis during the spring/summer/fall growing seasons, and shall keep lawns edged, free of weeds, and watered, as necessary. If the landscaping is not properly maintained, Owner may post a twenty-four (24) hour notice on the front door of Resident's manufactured dwelling stating Owner's intent to perform landscaping maintenance. Resident will then have a twenty-four (24) hour period to cure by performing the required maintenance. Owner's notice will give an estimate as to the number of hours that will be required to remedy the problem, though this estimate is nonbinding upon the Owner. After the expiration of the twenty-four (24) hour period, the Owner may perform landscape maintenance and charge Resident for the services at the rate of \$50.00 per hour. Resident is responsible for payment of these charges. The Owner reserves the right to increase the landscape fee with a minimum ninety (90) day written notice. Prior to removing any tree, Resident must obtain Owner's written consent. If there is a landscape maintenance violation, there shall be a thirty (30) day written notice of rule violation issued to the Resident in question, pursuant to ORS 90.630(1)(b).

# Rules and Regulations Section 4.3

Owner may direct Resident to remove landscaping improvements upon termination of tenancy. Except as directed by Owner, upon termination of tenancy landscaping is the property of Owner.