



**CASCADE
VILLAGE**
LIVE BEND

RULES AND REGULATIONS

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IMPORTANT NOTE: These Rules and Regulations are an integral part of your Manufactured Dwelling Lot Rental Agreement. Violation of any of these Rules and Regulations can result in the termination of your tenancy.

WELCOME TO THE COMMUNITY!

The character of Cascade Village and the pleasure of living here depends on the conduct of each Resident and the regard each holds for their neighbors. To ensure that our Residents enjoy the benefits of their Home, and that the Community is maintained as a well-managed and enjoyable place to live, the Community 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. Your cooperation will be conducive to a desirable and enjoyable Community.

The following definitions apply:

- OWNER:** Mercury TIC, LLC or its designated agent. The Community Manager is a designated agent for the Owner (the "Community"). The Community Manager's Office is located at 63700 Cascade Village Drive, Bend, OR 97701
- RESIDENT:** One or more persons identified in an executed Manufactured Dwelling Lot Rental Agreement ("Rental Agreement") as the Resident or designated in the Rental Agreement as an approved Resident of a designated Lot in the Community.
- COMMUNITY:** The Lots, common areas, streets, premises, structures and facilities of the manufactured home community known as Cascade Village located at 63700 Cascade Village Drive, Bend Oregon 97701, including such additional Lots as the Owner may develop in the future.
- HOME:** A manufactured dwelling sited on a Space Lot in the Community.
- LOT:** A "Lot" is real property designated as a Space Lot in the Rental Agreement and rented by the Owner to the Resident pursuant to a Rental Agreement and subject to these Rules and Regulations. "Lot" or similar wording, means a transaction creating a rental agreement in which the Owner of a manufactured dwelling or home secures the right to locate the dwelling or home on the real property of another in a facility for use as a residence in return for value, and in which the owner of the manufactured dwelling or home retains no interest in the real property at the end of the transaction.

Cascade Village is a "55 years of age and older" Community. At least one approved resident per Home must be at least 55 years of age. All approved other residents must be at least 45 years of age.

SECTION 1

GENERAL

- 1.1 The Home that a Resident lawfully sites on a Lot will be referred to in these Rules and Regulations as a "Home" even though it might more precisely be thought of as a manufactured housing structure. At least one person designated in the Rental Agreement as an approved Resident must be the owner of the Home. Non-owner occupied Homes are prohibited in the Community, this includes but is not limited to nightly rentals.
- 1.2 The individual Lot in the Community leased to Resident by Owner will be referred to in these Rules and Regulations as a "Lot".
- 1.3 These Rules and Regulations are an integral part of the Rental Agreement between Owner and Resident.
- 1.4 Any Owner action, consent, waiver, or approval required or authorized by these Rules and Regulations, the Rental Agreement, or the Oregon Residential Landlord and Tenant Act (the "Act") may, unless otherwise specified, be taken by the Community Manager. Owner designates the Community Manager as its agent for receipt of notices required by these Rules and Regulations, the Rental Agreement, and the Act.
- 1.5 Any notice, approval, consent, or waiver required by these Rules and Regulations, the Rental Agreement, or the Act must be in writing and signed by the Owner or the Residents as appropriate, prior to commencing construction or doing the act requiring Owner's approval, consent, or waiver, or required for giving the Owner or Resident notice.
- 1.6 In addition to complying with these Rules and Regulations, Residents must comply with the Rental Agreement, and with all relevant federal, state, and local laws, ordinances, and regulations.
- 1.7 Any alterations to a Resident's Home exterior or improvements constructed on Resident's Lot must be approved in advance by Owner. This includes but is not limited to alterations or improvements required by the Rental Agreement, or these Rules and Regulations, and alterations or improvements proposed by Resident, including without limitation, fencing, painting, color scheme changes, and name signs. Improvements or alterations will usually be required to be made with factory-manufactured material.
- 1.8 Owner may waive one or more requirements of these Rules and Regulations on Resident's showing of special circumstances distinguishing its situation from those of other Residents. Waiver requests must be in writing and addressed to the Owner. In acting on any request for a waiver, Owner will consider factors including but not limited to the following:
 - a. the result to Resident if no waiver is granted,
 - b. the expense to Owner, and
 - c. the impact on the Community as it is now constituted or may reasonably be constituted in the future.

Owner may condition any waiver on Resident's payment of costs and expenses related to the waiver. Owner may impose other reasonable conditions.

- 1.9 If Resident fails to complete improvements, perform maintenance, or otherwise take action required by these Rules and Regulations, the Rental Agreement, or Oregon law, Owner may substitute Owner's performance for Resident's failure to perform. If Resident takes some action not in compliance with these Rules and Regulations, the Rental Agreement, or Oregon law, Owner may cure Resident's noncompliance, including without limitation, removal of non-compliant improvements. Resident shall reimburse Owner for its costs and expenses incurred substituting performance or curing Resident's noncompliance.
- 1.10 Owner acknowledges an obligation not to discriminate based on race, color, sex, marital status, religion, national origin, handicap, or any other protected class in violation of any state or federal law. In complying with this obligation, Owner will follow known precedent under appropriate state and federal statutes.

SECTION 2

MANUFACTURED HOME SET-UP

- 2.1 Resident must deliver to Owner seventy-two (72) hours' advance written notice before bringing their Manufactured Home into the Community for set-up. Notice must include date and time of projected arrival. On arrival, Owner will instruct Resident and Resident's driver on where to park the Home pending set-up. Only a contractor who is licensed, bonded and in good standing with the Oregon Construction Contractors' Board will be permitted to move a home into or out of the Community.
- 2.2 On arrival at the Community for set-up, Resident will register with the Owner the license number of the tow vehicle for Resident's Home and the following identification information for the Home:
 - a. license number, if any
 - b. Manufacturer
 - c. Model and description
 - d. Year of manufacture
 - e. Manufacturer ID Number
 - f. Serial number
 - g. X Number
 - h. Security interests/lien holders with contact information
 - i. All persons with an ownership interest

No home manufactured earlier than three (3) years before the date of the tenancy application may be moved into the Community.

- 2.3 Resident is responsible for all aspects of Home installation, construction, and set-up, including, without limitation, electrical, telephone, sewer, water and cable television hook-ups, foundation or footings, blocking, and damage to Community during

installation, construction, and set-up.

- 2.4 Prior to hooking up to the Community's water system Resident must install, at Resident's sole expense, a backflow prevention device.
- 2.5 Resident is responsible for losses, damages or injuries to the Lot, other Lots, streets, or any portion of the Community during the construction of improvements, and during delivery and installation of his/her Home. Resident shall reimburse Owner or other Residents, as appropriate and upon demand, for any loss, damage, or injury suffered.
- 2.6 Resident is responsible for top soil, final grading, gravel, or relocation of any utilities.
- 2.7 Resident is responsible for connecting his/her Home to the sewer line with building code compliant rigid pipe. Residents siting of the Home shall cover or enclose sewer and water connections, as required by building codes and/or the Owner.
- 2.8 Resident must remove any tow hitch within ten (10) days after the home is delivered.
- 2.9 Resident must replace temporary steps with permanent steps within ten (10) days of set-up.
- 2.10 Resident may not move into his/her Home until Resident has obtained all required government approvals for moving, construction, siting, and occupancy, and Owner has approved Home delivery and installation.
- 2.11 Rules 2.4, 2.6, 2.7, 2.8 and 2.10 will apply to new Residents and will not be retroactively applied to existing Residents.
- 2.12. Upon Owner's approval of an application for tenancy, the Resident shall sign a rental agreement and provide proof Owner is an Owner of record (and on title) for the manufactured home.
- 2.13 Prior to placing any Home in the Community, the Tenant shall coordinate with Owner to specifically locate the position of the Home on the Lot. Corner stakes will be set on the utility section to locate the proper position of the Home relative to the street and Lot corners. The Resident will be responsible for coordinating with the Home dealer and/or transportation company that moves the Home to ensure that the Home is properly positioned on the Lot.

SECTION 3

MANUFACTURED HOME STANDARDS

- 3.1 Prior to delivery or placing of any Home in the Community, the Resident shall provide Community Owner, or its designated Agent, with a copy of the Home purchase agreement (if the home is new) or an accurate description of the Home, confirming that the purchase agreement includes all required improvements as set forth in this Section 3, specifically including skirting, decking, driveway and garage. In cases where a Resident is moving a used Home into the Community, the Resident shall be responsible for providing Community Owner with a photograph together with complete descriptive information and plans identifying the size and materials of improvements including garages that will be constructed and/or placed in the Community. All roofs must have composition asphalt shingles or the equivalent with a gable profile.

- 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.
- 3.3 All Homes, accessories, alterations, and additions shall comply with applicable federal and state statutes, ordinances, and building codes as to their siting, placement, construction, installation, and maintenance.
- 3.4 Manufactured homes must be a minimum of twenty-four (24) feet wide, and must be approved by Owner prior to move-in. A Home will normally not be accepted if it is more than three (3) years old. Owner reserves the right to refuse to allow the placement of any Home on a Lot which does not meet the Community standards. Owner may accept a home less than twenty-four (24) feet wide or older than three (3) years at Owner's sole discretion. All homes are required to have wood or fiber cement siding and have a 6" eave overhang on all four sides of the home.
- 3.5 Resident shall install concrete block skirting. Skirting must be installed at set-up. Skirting must include a minimum 18" x 24" access door that does not require tools for opening.
- 3.6 At installation Residents must install gutters and downspouts on the home and garage. Gutters must be the full length of the home and garage, and must divert water by underground 3" rigid or corrugated pipe to the street or other storm drainage system designated by the Owner.
- 3.7 Resident shall install space number/ address of Resident's Home approximately five feet (5') above ground level in a pre-approved location. Pre-approved Lot numbers are available from the Community Manager at the Resident's expense.
- 3.8 Resident must construct garages, patios, and decks in compliance with the specifications in this Section 3 unless otherwise approved by Owner. Exceptions to minimum size requirements may be approved by Owner if Resident's Lot will not accommodate required dimensional standards. Corrugated metal or fiberglass awnings are prohibited.
- 3.9 Decks and porches must be either:
- a. skirted with manufactured skirting similar in style and color to the Home skirting; or
 - b. be fully enclosed with pressure-treated wood compatible with the design of the porch and deck.

All decks, porches and steps must have hand rails with vertical pickets having four inches (4") or less of distance between pickets. Decks must be made of cedar or pressure

treated wood.

- 3.10 Garages are required and must accommodate the Resident's storage requirements and parking for one (1) or two (2) automobiles. (Resident may park one (1) or two (2) vehicles in garage and one (1) vehicle in driveway). All Homes approved prior to January 1, 2003 are exempt from the requirement of a double garage based on Space size; however a single car garage shall nonetheless be required. Garages must be constructed of wood or pressure-treated wood siding (whether or not prefabricated) and painted to match the Home. Resident shall have roofing on the garage with asphalt shingles compatible with the color and style of the Home. Exceptions to garage requirements may be approved by Owner.
- 3.11 Garages, decks and all other structural amenities must be installed within sixty (60) days following set-up of the Home unless this designated length of time is extended by Owner.
- 3.12 Resident must install a roof on any wood frame patio awning, and it must be painted to match the Home. The awning cannot be made of aluminum. Awnings must be made of either lumber (pressure treated wood) or nylon/Dacron that does not mildew or mold.
- 3.13 Garages may be used for storage. Garages must have minimum interior dimensions of 12 feet by 24 feet. Standalone storage sheds are prohibited.
- 3.14 All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above-ground plumbing must always be connected to an underground shut off/gate valve that is accessible and maintained in good working order. Residents 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 home. The expense to maintain frost free plumbing is Resident's sole responsibility.
- 3.15 Cable T.V. is available for Resident's use at Resident's expense. Cable T V. service is billed by TDS and all inquiries should be made to their office., C.B. or home radio antennas or television antennas are generally prohibited. A single 18" satellite TV dish may be installed at a location pre-approved by Owner. TV dish antennas must be screened from street view and placed on the back half of the Home.
- 3.16 Owner may allow reasonable modifications to the Home standards identified herein to accommodate special circumstances due to terrain and individual Lot dimensions.
- 3.17 Each prospective Resident shall receive a LOT LANDSCAPING WORKSHEET at the time the prospective resident applies for tenancy. The worksheet will outline a general landscaping plan which shall be used as a model for preparing the Resident's landscape plan. Prior to siting the Home, Resident must submit a space landscaping plan to Owner for review and approval. No home will be allowed to move into the Community until the Lot landscaping plan has been approved by Owner. 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. Vegetable 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 planting 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.

Existing Residents need not convert crushed rock/gravel landscaping to grass. However, at the time of sale of the home, landscaping with grass, bushes, shrubbery, flowers or other approved landscaping design (using predominantly soil, as opposed to all rock or concrete) must be installed as a condition of sale.

- 3.18 Each Home must have a thirty-inch (30") wide concrete sidewalk leading to the street or driveway. The sidewalk must be constructed, installed, and maintained at Resident's expense, in a good and workmanlike manner by a licensed, bonded professional. This rule applies only to new, incoming Residents and will not be retroactively applied to existing Residents. However, at the time of resale of the home (where the home is to remain in the Community), if the concrete sidewalk has not previously been constructed, this rule shall apply and a concrete sidewalk leading to the street or driveway shall be constructed and installed as a condition of the new Tenancy.
- 3.19 Excavation may damage underground utilities. Residents are prohibited from performing or authorizing excavation of any kind, including for fence posts, without prior notice to the Owner and Owner's prior consent.
- 3.20 All Homes must have two (2) street facing windows not less than twelve (12) square feet each. For example, a Resident may have two 3'6" x 3'6" windows. A smaller window or a single window may be allowed with Owner's prior approval, provided Resident installs landscaping acceptable to Owner across the front of the Home to visually compensate for the lack of window or window size. The street facing windows must be trimmed in wood and painted in a complimentary color, acceptable to the Owner. All Homes placed in the Community prior to adoption of these rules shall be exempt through date of subsequent sale of the Home. Upon sale of an exempt Home, the Resident or prospective resident shall bring the Home and Space into compliance with this section.

SECTION 4

MANUFACTURED HOME AND LOT MAINTENANCE

- 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.

- 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).
- 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.
- 4.4 Residents absent for fourteen (14) consecutive calendar days or more must make advance arrangements for the care and maintenance of their Lot during their absence.
- 4.5 Residents are prohibited from constructing or installing fences anywhere in the Community without Community approval.
- 4.6 Residents must keep driveways, Lot and Home, including porches and decks, adjacent streets, and adjacent common areas clean and free from, garbage, trash, and litter. Resident must store items of personal property, including but not limited to garbage cans, gardening tools, equipment, and bicycles, in the Resident's garage. Garbage cans may be stored in a location outside of the garage if kept invisible from the street and otherwise in compliance with these rules and regulations.
- 4.7 Only furniture reasonably and commonly accepted as outdoor or patio furniture may be left outside the Home. When not in use, patio furniture must be kept on decks and patios or stored in Resident's garage.
- 4.8 Resident must store firewood in the Resident's garage. Resident is prohibited from storing firewood behind and underneath Resident's Home. Resident may not store anything underneath their Home.
- 4.9 Clothes lines or clothes line poles are prohibited. Resident is prohibited from draping clothing, linens, rugs, etc., over deck or porch railings or otherwise leaving such outside the Resident's Home.
- 4.10 Resident may only display any holiday decorations (including Christmas lights) from his or her Home, trees, or Space within thirty (30) days of the celebrated holiday.
- 4.11 The type of interior window covering used by Resident has a substantial effect on the aesthetic appeal of the Community and on the marketability of individual Homes. Accordingly, the following types of interior window coverings are the only permitted

window coverings: mini-blinds, curtains, drapes, vertical blinds, shutters, and plantation blinds. All curtains and drapes must be designed for interior window covering. Bed sheets, blankets, and any other type of material not specifically allowed hereunder are prohibited. Additionally, Resident must have, and properly maintain, window screens in all windows. Resident must promptly repair or replace damaged, rotten, or ripped window screens.

SECTION 5

HOMEOWNERS AND GUESTS

- 5.1 All individuals occupying the Home must comply with Federal Fair Housing Rules for 55 years of age or older communities. All Residents must be identified by name and date of birth in the Rental Agreement as approved Residents. At least one such Resident must own the Home and be shown on title as an owner.

Cascade Village is designated for Residents 55 years of age or older. One Resident in each household must be at least 55 years of age or over and no one under 45 years old is allowed. In the event the Community must be re-designated as a family park by order of the Department of Housing and Urban Development or any other governmental agency, the Owner shall not be liable to Residents for any real or perceived loss of value to their Home. Resident agrees to waive any action or claim against Owner for any government-imposed status change to the Community.

- 5.2 Resident shall remove any guest, visitor, or invitee ("Guest") remaining in the Community, or occupying the Resident's Home for more than fourteen (14) days (whether consecutively or cumulatively) in any consecutive 365-day period without Owner's written consent.

Residents are responsible for the actions of their Guests and shall hold Owner harmless and defend and indemnify Owner from any loss, damage, injury, liability, attorney fees, and court costs resulting in part or in full from the conduct or activities of Resident's Guests. A person, including a guest may apply to be an authorized occupant of a Resident's Home. The applicant must pay a screening fee, and if accepted co-sign the Rental Agreement with the Resident. Resident must consent to the additional authorized occupant. The criteria used by Owner for screening a Guest's application for tenancy are as follows: (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 Community; (5) criminal records (including indictments and convictions); (6) the presence of pets, and the number, size, and type of any pets sought; (7) the availability of information required under the Community application for tenancy; (8) the Guest's willingness to sign a Rental Agreement with the Community ; (9) Resident's willingness to consent to the additional authorized occupant; and (10) the age of the applicant (minimum 45 years for all additional occupants).

- 5.3 All Residents are entitled to the peaceful enjoyment of their home and all of the Community facilities. No Resident, Guest, agent, pet, or anyone subject to Resident's control shall cause any loud or disturbing noise. This prohibition includes but is not limited to parties, radios, television and stereo equipment, chain saws, construction activities, and noisy vehicles. Residents will respect the peace and quiet of the

Community and see that Resident's Guests, agents, and persons subject to their control do the same.

- 5.4 RESPONSIBILITY AND LIABILITY: The Owner is not responsible for accidents, injuries, or loss of property by fire, theft, wind, floods, or any act of God. Owner may evict any objectionable person or persons who causes a disturbance, becomes a nuisance, or fails to observe these Rules and Regulations. Owner's ability to terminate a tenancy is governed by the Oregon Residential Landlord and Tenant Act (ORS Chapter 90) and ORS 105.105 through 105.165.
- 5.5 Shouting, rough housing or creating a disturbance while in the Community is prohibited. Residents and their Guests must conduct themselves appropriately. Residents are responsible for supervising their Guests.
- 5.6 Tampering with mail addressed to others is a federal offense and is a basis for eviction.
- 5.7 Residents are responsible for the actions of other occupants of their Home, their Guests, invitees, delivery drivers, contractors, and agents. Resident shall always accompany a guest or guests while guest is using the clubhouse, pool, and all other common facilities in the Community.
- 5.8 Each Community Resident will provide Owner with the name of a person to be contacted in the event of an emergency.
- 5.9 Yard sales or garage sales are prohibited without Owner's consent.
- 5.10 Resident is prohibited from soliciting in the Community for any reason, unless expressly permitted by law.
- 5.11 Commercial trade or business unrelated to the siting and/or maintenance of homes, including without limitation, baby-sitting is prohibited in the Community.
- 5.12 "For Sale" signs may be reasonably located in plain view for the public to observe. A resident Owner may place a "For Sale" sign outside of the home, on the side yard area of the home, or in the front yard area of the home facing the street. Signs can be of an H-frame or A-frame design and cannot extend into the street. Signs may not exceed 18" x 24" and may contain the name, address, and telephone number of the manufactured home Owner or the Owner's agent. All other on-site sales are prohibited, including, without limitation, patio sales, moving sales, and yard sales.

SECTION 6

RENTING AND SUBLETTING

- 6.1 Rental and subletting of Homes is prohibited. Homes must be owner-occupied.
- 6.2 Resident must obtain Owner's prior written consent for occupancy by any person during the Resident's extended absence (over fourteen (14)) days, consecutive or non-consecutive, in a calendar year). The approval process as set forth in Rule 7.2 herein shall be used for each such person.
- 6.3 If subletting is permitted, Owner, Resident and Subtenant shall sign a form of subleasing agreement provided by Owner.

SECTION 7

SALE OF MANUFACTURED HOMES

- 7.1 If Resident sells their Home and the prospective purchaser wishes to reside in the Community, Resident will give Owner notice of the prospective purchaser's desire at least thirty (30) days prior to closing of the Home sale.
- 7.2 Prospective purchasers of a Home must apply for tenancy and pay a non-refundable applicant screening fee of at least \$75.00 per applicant proposed to be an authorized Resident. All applicants must be approved by Owner prior to purchasing or occupying any Home in the Community. Prospective purchaser screening criteria include, without limitation, age, pets, number of occupants, credit references, criminal records, rental history, character references, rental references, employment history ability to pay rent, and whether the applicant is willing to sign the Community's standard form of rental agreement. The failure of an applicant to submit truthful responses to all requests for information on an application for residency is a basis for denial of the application.
- 7.3 During the thirty (30) day period referenced in Rule 7.1 above, Owner shall give to Resident a Resale Compliance Notice specifying all repairs and/or improvements to be made to the Home and improvements as a condition of accepting an application for residency from a prospective purchaser of the Home. At Owner's option the repairs shall be made by:
 - a. the Resident, as a condition of approving a prospective purchaser's application for tenancy, or
 - b. the prospective purchaser (if approved for residency) as a term and condition of approval of the applicant's application for residency.

SECTION 8

UTILITIES

- 8.1 Electrical service is the responsibility of each Resident and is payable by each Resident directly to the utility provider. Sewer service is currently provided by the Community. Responsibility for sewer service will be transferred to the Resident as soon as it is available through the City of Bend or any other public system. Resident will then be responsible for the cost of the sewer service. Resident is responsible to the sanitation company for the cost of trash removal. Resident is responsible for water. Water is currently provided through Avion Water who bills the Community. The Community then bills each Resident based on individual water meter readings. Resident acknowledges that water service and the method of billing may change in the future. The Owner reserves the right to discontinue or pass through the cost of all services to Residents on a pro-rata or measured basis. In the event a private service prepares bills for any of the above services then any amount payable for said services shall be made payable as instructed by the private service company and/or the Owner.
- 8.2 Resident must arrange for weekly garbage pickup and is solely responsible for their own agreement with the sanitation company, payment directly to the sanitation company for service, and week pickup of all garbage and trash from the home Lot.

Garbage containers may be moved to the curb the night before or the day when garbage is scheduled to be collected, but must otherwise be stored in accordance with the provisions of these Rules and Regulations. Items which cannot fit inside a garbage container are not to be left for pick-up but rather removed from the Community by the Resident

- 8.3 Resident satellite dishes, C.B. or home radio antennas or television antennas are prohibited in the Community, except as permitted by state or federal law, or as provided in Section 3.15 above.
- 8.4 Resident shall not flush paper towels, sanitary napkins, sanitary wipes, and other large items down toilets. Residents shall not pour grease down sinks or drains. Owner shall charge to the responsible Resident expenses incurred clearing a sewer line blockage caused by Resident's negligence or misuse.
- 8.5 Each Resident 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 Resident's Lot unless written notice of a service access is provided and Owner approves of the same.

SECTION 9

PETS

- 9.1 Only pets approved by Owner may be allowed in the Community. A Pet Agreement shall be signed by Resident and Owner prior to bringing a pet into the Community. All other pets are prohibited. Normally, only a single dog or cat weighing less than fifty (50) pounds fully grown will be considered for approval. Disabled Residents can keep a service or support animal as required by law. Having vicious breeds of dogs, including without limitation, Rottweilers, Pit Bulls, and Dobermans, in the Community is subject to Owner approval.
- 9.2 Permission to keep any pet may be revoked by Owner if at any time, Owner reasonably determines that one or more of the following factors applies:
 - a. Resident is not properly caring for the pet;
 - b. the pet is noisy;
 - c. the pet is unmanageable;
 - d. the pet is unruly;
 - e. other Residents in the Community are complaining about the pet;
 - f. the pet is not regularly and consistently kept inside the Resident's Home;
 - g. the pet is allowed off leash outside of the Resident's Home,
 - h. the Resident fails to promptly clean up the pet's 's droppings, or
 - i. the Resident has failed to properly license and vaccinate the pet and provide proof of licensing and vaccination to Owner.

Owner may opt to assess a fee pursuant to ORS 90.302 for such violations in lieu of (or in addition to) requiring removal of the pet.

- 9.3 Outside dog runs, dog houses, and pets living outside a Home are prohibited. Residents are prohibited from allowing pets to roam unattended on Resident's Lot, the Community streets, common areas, or other Residents' Lots. At all times a pet is outside the Resident's Home, Resident must attend to their pet, including keeping the pet under control and on a leash.
- 9.4 Resident must immediately pick up their pet's droppings on Residents' Lot and elsewhere in the Community and wrap it and place it in a trash receptacle.
- 9.5 Any pet found unattended may be taken to an animal shelter and impounded at Resident's expense. Resident shall assure that their pet does not create any nuisance or disturbance.
- 9.6 Resident shall pay, after written warning is made by Owner (with evidence of a violation), a fine of \$50.00 for each violation of any the Community Rules relating to pets. This fine/fee is pursuant to ORS 90.302.
- 9.7 Resident shall, upon request by Owner, sign a separate Pet Agreement (as stated in Section 9.1) relating to maintenance, keeping, or possession of a pet in the Community. However, the failure of Resident to sign a Pet Agreement, or the failure of Owner to tender the same to Resident, shall not relieve Resident from full compliance with these Rules and Regulations.
- 9.8 Resident shall, upon request of Owner, provide proof of liability insurance covering all losses arising out of Resident's maintenance, possession, keeping, or ownership of a pet in the Community. The insurance policy shall indemnify Owner for not less than \$500,000 for any claim, loss, judgment, damage, or award related to Resident's pet. Resident shall make Owner an additional interest for the purposes indemnification and defense under the insurance policy, and for receiving notice in the event of cancellation. To the extent any claim, loss, judgment, or award of damages to a third person, arises out of Resident's ownership, maintenance, or possession of a pet, Resident shall fully indemnify and hold Owner harmless from the same and shall pay all costs of defense and attorney fees associated with defending claims related to the pet. Liability insurance is not required for a service or support animal approved by Owner.

SECTION 10

VEHICLES

- 10.1 No motor oil, hazardous waste, caustic or non-biodegradable substance or other hazardous materials shall be deposited or disposed of in any street drain, sewer system or on the grounds within the Community. Resident shall be responsible for all fines and the cost of cleanup of hazardous materials deposited or disposed of by Resident.
- 10.2 Resident's Lot is provided with off-street parking for no more than two (2) passenger vehicles. Resident is permitted to have no more than three (3) vehicles, which when not in use must be parked in the off-street parking areas of Resident's Lot and driveway as described in Section 3.10. Parking of commercial vehicles or equipment is prohibited on Resident's Lot except for such equipment when it is in use for siting or maintenance purposes. Storing or leaving inoperable vehicles in the driveway or on the Lot is prohibited. Resident's parking is restricted to the Resident's garage, driveway or any other designated parking area of the Lot or the Community.

- 10.3 Resident may request approval from Owner to keep more than two (2) vehicles as provided in Section 3.10. Any approval given will be conditioned on Resident providing, at Resident's expense, an additional off-street parking space for the additional vehicle. If approval is granted, a monthly charge will be assessed per month per vehicle to the Resident. Owner may adjust the charge from time to time consistent with Lot rent increases.
- 10.4 Owner reserves the right to prohibit entry into or allowing to remain in the Community any vehicle, including Resident's vehicle if in Owner's opinion the vehicle is not properly maintained, constitutes a hazard, or if the vehicle is in such a dilapidated condition that it detracts from the appearance of the Community. If Owner intends to remove a vehicle under this rule, Owner will give to the Resident on whose Lot the vehicle is stored or parked a twenty-four (24) hour written notice of intent to remove. If the vehicle is not stored on a Lot, the Owner shall give notice to the vehicle owner, if known. Notice shall be given in person, if the Resident or vehicle owner is reasonably available. Otherwise Owner may give notice by posting on the vehicle. If the vehicle is not then removed from the Community within twenty-four (24) hours, Owner may tow the vehicle from the Community at the Resident or vehicle owner's risk and expense. In the alternative, Owner may give notice to Resident to remove the vehicle from the Community, and failure to do so may serve as a basis for the termination of the tenancy.
- 10.5 In addition to the off-street parking associated with Resident's Lot, Resident and Resident's Guests may park their cars in other parking areas designated by Owner for that purpose. Resident and Resident's Guests must ensure that their vehicles are parked in a location so as not to block any neighbor's access or to restrict traffic flow within the Community. Vehicles that leak oils or other fluids onto Community streets are prohibited.
- 10.6 Residents and their Guests are prohibited from overnight parking of any vehicle on the streets.
- 10.7 Trucks larger than $\frac{3}{4}$ ton must have prior written permission from Owner before entering the Community or to park on Resident's Lot. Trucks of one (1) ton or larger will not normally be allowed to park overnight on Resident's Lot. Vehicles parked in violation of Community rules will be towed and impounded at Resident's risk and expense.
- 10.8 The speed limit within the Community for all vehicles is fifteen miles per hour (15 mph).
- 10.9 Storage of Resident's motor homes, trailers, boats, other recreational vehicles, and camper tops on Resident's Lot is prohibited.
- 10.10 Recreational vehicles including motor homes, campers and travel trailers may be left on Resident's Lot for no more than twenty-four (24) hours to allow loading or unloading.
- 10.11 Noisy motorcycles are prohibited. Whether a motorcycle is "noisy" shall be at Owner's sole discretion. Unregistered motorcycles may not be stored in the Community. Motorcycles may be parked only in Resident's Garage. Storage or parking of motorcycles on decks is prohibited. Resident must register their motorcycle at the Community office.
- 10.12 Parking on vacant Home, Lots or their driveways is prohibited.
- 10.13 Loud motor vehicles shall not be operated in the Community at any time.
- 10.14 No repair of automobiles, motors, engines, trailers, boats, or other similar equipment will

be made within the Community, and no automobile equipment, engines, motors, etc., will be washed anywhere in the Community. Oil changes or routine maintenance is no exception to this rule. Car washing is permissible, so long as it is not done on a commercial basis.

SECTION 11

PEACE AND QUIET ENJOYMENT

- 11.1 Drunkenness, immoral conduct or conduct causing a disturbance or annoyance will not be tolerated. Residents, their guests, and invitees must obey all federal, state, and local laws, ordinances, and regulations.
- 11.2 Skateboarding, rollerblading, in line skates, roller skates, tricycles, scooters, and using Big Wheels in the Community is prohibited. Bicycle riding is permitted. Equipment (bicycles, toys, games, etc.) abandoned on the streets or common areas will be confiscated and subject to disposal.
- 11.3 The Community is for residential purposes only. Any commercial enterprise, including without limitation, baby-sitting for a fee, is prohibited. There is to be no loud talking, radio, television, mowing or trimming or other disturbing noises between the hours of 10:00 p.m. and 8:00 a.m. During this time, sound appliances must be turned down below the neighbor disturbance level. Be courteous to your neighbors at all times.
- 11.4 Complaints by Residents must be in writing.

SECTION 12

RECREATION FACILITIES

- 12.1 There are designated recreation areas within the Community. Streets shall not be used as recreation areas and personal property shall not be left in any park street.
- 12.2 **CLUBHOUSE:** The use of the clubhouse and other recreational and common areas is provided at no additional charge to Residents. Guests are not permitted in the clubhouse unless accompanied by Resident. Resident is directly responsible for their Guests' conduct. From time to time, Guests may be required to register through the office to participate in certain social functions. No pets are allowed in the clubhouse. Private parties by Residents will be allowed with restrictions. A fee may be charged for any private parties, groups, associations, or clubs, who are not Residents of the Community, desiring to use the clubhouse. From time to time, the Owner may adjust the fee without notice. The fee is \$35 per hour but subject to change without notice. Clubhouse hours are 8:00 AM to 9:00 PM.

Private parties in Clubhouse where alcoholic beverages are served is prohibited without Owner's written consent. If consent is allowed the Resident must comply with all alcohol service regulations and laws, and must obtain insurance for the event, naming the Owner as an additional insured person. Insurance for the event must indemnify Owner for a minimum \$2,000,000.00 liability and specifying that the Owner is a named insured and beneficiary under the insurance policy. The Owner will maintain necessary and normal general housekeeping of the clubhouse. Residents must leave the clubhouse in an orderly, clean state at all times. No alcoholic beverages will be permitted to be

served or consumed, except with Owner consent, in any building or adjoining recreational area in the Community. Excessively loud parties are prohibited. **Smoking is prohibited at all times in the clubhouse and all recreational and common areas.**

12.3 **POOL:** Please note the following regulations which have been posted at the pool. These regulations and requirements help protect your health and are designed to provide a safe and enjoyable use of the facilities for all Residents.

- THERE IS NO LIFEGUARD ON DUTY. PEOPLE USING THE POOL DO SO AT THEIR OWN RISK.
- Use of the pool is restricted to Cascade Village Residents and their accompanied Guests. Management reserves the right to limit the number of Guests at any time. Guests are the responsibility of the Resident.
- Food is not allowed in the pool area. Beverages in glass containers are not allowed in the pool area.
- Use of body oils, soaps and conditioners are strictly prohibited.
- Smoking is prohibited at all times.
- Designated pool hours for children (as Guests) will be posted on the Pool Rules.
- The pool will be open from Memorial Day to Labor Day, weather permitting.
- No pets of any type are allowed in the pool area.
- The Owner may close the pool at any time for health and safety reasons.

SECTION 13

TERMINATION OF RENTAL AGREEMENT

- 13.1 Resident must give Owner at least thirty (30) days written notice before removing their Home from their Lot and the Community. Resident will give an additional written notice providing at least seventy-two (72) hours prior notice of the actual date and time of removal.
- 13.2 On termination of the residency, Resident will remove their Home and remove any and only those improvements to the Lot, which Owner requests them to remove, unless the former resident seeks to sign a storage agreement, pay all sums due, and attempts to then sell the home to a Community pre-approved buyer.
- 13.3 Resident is responsible for any damage caused to the Lot, other Lots, streets or any portion of the Community during the removal of their Home and shall reimburse Owner or other Residents, as appropriate, for any such damage or loss.

SECTION 14

ENFORCEMENT

- 14.1 These Rules and Regulations are conditions pursuant to which Resident occupies the Community. Owner may enforce Rules and Regulations, which are conditions of occupancy by terminating the Resident's Manufactured Dwelling Lot Rental

Agreement for violation of a rule, regulation, or Oregon law. Owner may impose a monetary fine on a violating Resident in accordance with the dispute resolution process set forth in the next section and the terms and conditions of the Rental Agreement.

SECTION 15

DISPUTE RESOLUTION AND MEDIATION

15.1 The following mediation policy has been adopted by the landlord to resolve disputes related to:

- (i) Landlord or tenant compliance with the rental agreement or with the provisions of the Oregon Revised Statutes;
- (ii) Landlord or tenant conduct within the facility; or
- (iii) The modification of a Rule or Regulation under ORS 90.610.

The process and format by which a tenant or landlord may initiate mediation is as follows:

- (a) A letter must be written to the other (non-initiating) party requesting mediation; and
- (b) The initiating party must then work in good faith with the other party to arrange for a prompt mediation session.

The name and contact information for mediation services available through the referral program provided by the Housing and Community Services Department under ORS 446.543 (2), along with any other no cost mediation service acceptable to the landlord, may be obtained by contacting:

Mr. Ken Pryor, Program Coordinator
Salem: (503) 986-2145
Toll Free: 1-800-453-5511
Ken.Pryor@oregon.gov

Information substantially explaining our requirements for mediation are as set forth herein.

Mediation conducted as required by law may be initiated by the landlord or tenants contact with the Housing and Community Services Department in a format required by the department. Such mediation may not resolve any matter except by an agreement of all parties, and such mediation must require that communications from all parties be held strictly confidential and may not be used in any legal proceeding.

Our mediation policy is that mediation may be used to resolve (1) disputes between the landlord and one or more tenants, initiated by any party; and (2) disputes between any two or more tenants, initiated only by the landlord.

Our policy further allows a party to the mediation to designate any person, including a non-attorney, to represent his or her interests provided that the person has the authority to bind that party to any resolution of the dispute. Our policy further complies with any and all other provisions of the Housing and Community Services Department, which they may require by rule.

15.2 **Our policy is that no mediation is required with respect to:**

- (a) Facility closures consistent with ORS 90.645 or 90.671;
 - (b) Facility sales consistent with ORS 90.842 to 90.850;
 - (c) Rent increases consisting with ORS 90.600;
 - (d) Rent payments or amounts owed;
 - (e) Tenant violations alleged in a termination notice given under ORS 90.394, 90.396 or 90.630 (8);
 - (f) Termination of occupancy of any unauthorized person in possession in a notice given under ORS 90.403;
 - (g) Allegations of domestic violence, sexual assault or stalking or a dispute between the victim and the alleged perpetrator; or
 - (h) A dispute arising after the termination of the tenancy, including under ORS 90.425, 90.675 or 105.161.
- 15.3 The dispute resolution process is to be used for disputes between Residents and the Owner. The dispute resolution process is not for resolution of disputes between Residents in the Community; however, if Resident contends that another Resident in the Community is violating one or more of these Rules and Regulations, Resident may give Owner notice in writing of the perceived violation, and Owner will investigate it. If Owner concludes that a violation is occurring which unreasonably interferes with a Resident's peaceful enjoyment of the Community, Owner will initiate the dispute resolution process by notifying the violating Resident pursuant to the provisions of Section 14 or as otherwise prescribed in the Rules and Regulations..
- 15.4 Resident's payment of an assessed fine when due and payable is a condition of occupancy, and failure to do so may be a basis for Owners termination of the Resident's tenancy.
- 15.5 Notwithstanding any other provision of the Rental Agreement or these Rules and Regulations to the contrary, neither Resident nor Owner will be entitled to an award of attorney fees for any fees incurred in connection with the 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 to effectively present that party's position.
- 15.6 No failure of Owner to enforce any one of these Rules and Regulations shall operate as a waiver of its right to enforce that rule or any other rule or to insist on strict compliance with the Rental Agreement or Rules and Regulations.

SECTION 16

AMENDMENT OF RULES

- 16.1 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 Residents in writing and shall not become effective until at least sixty (60) days from the date of the written notice pursuant to ORS 90.610.
- 16.2 To the extent there is any conflict as between any of these Rules and Regulations and any of the provisions contained in the Rental Agreement, the provisions in the Rental Agreement shall control.

Resident acknowledges that Resident has read and understands and agrees to abide by

these Rules and Regulations and that Owner has given a copy of them to each occupant. Resident further acknowledges and agrees that each of the foregoing Rules and Regulations (1) promotes the convenience, safety or welfare of the Residents; (2) preserves the landlord's property from abusive use; or (3) makes a fair distribution of services and facilities held out for general use of the Residents. Resident further acknowledges that each rule is reasonably related to the purpose for which it is adopted and is sufficiently explicit in its prohibition, direction or limitation of each Resident's conduct to fairly inform each Resident of what they must do to comply, or must not do to comply.

SECTION 17

“55 AND OVER” PROVISIONS

- 17.1 Resident acknowledges that pursuant to Oregon State Law at least 80% of the occupied spaces in a Community for 55 and over must be occupied by at least one person who is 55 years of age or older. This means that Resident may not sell his or her manufactured home to a purchaser who is younger than 55 years of age. Resident further acknowledges that he or she will not allow any individual to occupy the premises unless the individual meets the Community's screening criteria, follows the screening procedures and is at least 45 years of age or older, unless there is a minimum age requirement in the Community for additional occupants, which shall be followed.
- 17.2 The Community is entitled to (and shall) routinely determine the occupancy of each unit, so as to confirm that at least one person age 55 or older occupies the unit. This means that the Community may periodically send out a memorandum (or written survey document) inquiring about the identities and ages of all occupants. Resident agrees to completely cooperate by completely filling out and promptly returning such a document to the Community Manager.
- 17.3 Resident further agrees to regularly update their age and occupancy information maintained by the Community. Every six (6) months after commencement of this Rental Agreement, resident agrees to provide the Community Manager with names and ages of all occupants at the premises, along with any changes to the residents' information.
- 17.4 Resident acknowledges that with regard to any additional occupant seeking to reside at the premises, and with regard to any prospective buyer of the home (who seeks to reside in the, Community), the Community shall have the right to screen such individual(s) based on that persons' age, using a driver's license, birth certificate, passport, immigration card, military identification, official document with a birth date with reliability comparable to the foregoing types of identification; or a certificate signed by an adult member of the household asserting that at least one person is age 55 or over. These documents can also be required by the Community as part of the Community's periodic age survey process. Resident agrees that the Community may deny any prospective purchaser or occupant should said individual fail or refuse to give the foregoing types of identification to the Community as part of the screening process.
- 17.5 Resident acknowledges that the Community is advertised as a “55 or over” community which caters to the needs of senior citizens, and that the Community shall screen prospective purchasers of resident's home on this basis.

By signing below, Resident Rules acknowledges that they have received a copy of these Rules and Regulations (which if violated may be cause for eviction), and the Statement of Policy for this facility. Resident states that they (have read these documents and understands them to the best of their ability and is willing to abide by these Rules and Regulations.

Each Resident acknowledges that they have had the opportunity to consult with an attorney regarding these Rules and Regulations. Resident acknowledges by their signature that they have had this Agreement and that Resident executes this Agreement under his/her own free will after having the opportunity for consultation with an attorney.

RESIDENT(S)

Signature

Date

Signature

Date