

Rose Grove Mobile Home Park Rules and Regulations

These rules and regulations apply to the manufactured housing COMMUNITY known as “Rose Grove Mobile Home Park”, which is referred to in these rules and regulations as “COMMUNITY”.

1.1 The owner and operator for COMMUNITY will be referred to in these rules and regulations as “OWNER”. The owner of an individual manufactured home or dwelling who is also a park resident or tenant and who rents or leases a lot in the COMMUNITY from OWNER will be referred to in these rules and regulations as “HOMEOWNER” or “HOMEOWNERS.”

1.2 The manufactured homes or manufactured housing structures which HOMEOWNERS place on lots they lease/rent from OWNER in COMMUNITY will be referred to in these rules and regulations as “manufactured homes” (or singularly).

1.3 The individual manufactured home spaces in COMMUNITY leased to HOMEOWNERS by OWNER will be referred to in these rules and regulations as “lots”.

1.4 The site/lot rental agreement entered into between OWNER and HOMEOWNER, of which these rules and regulations form an integral part, is referred to in these rules and regulations as “lot rental agreement” or “agreement”.

1.5 Any action required to be taken by OWNER pursuant to these rules and regulations may, unless otherwise specified, be taken by the property manager appointed by OWNER to act as its representative in connection with COMMUNITY.

1.6 Any approval, consent, or waiver which these rules and regulations require to be obtained from OWNER or COMMUNITY must be obtained in writing, signed by an authorized representative of OWNER or COMMUNITY, and prior to doing the act for which approval, consent, or waiver is to be obtained.

1.7 Any actions with which these rules and regulations deal must be taken in accordance with federal and state law and regulations, and in accordance with local ordinances, in addition to meeting the requirements of these rules and regulations.

1.8 Any alterations to HOMEOWNER'S manufactured home or improvements (including fencing, painting, color scheme changes, name signs and the like) constructed on HOMEOWNER'S lot must have the prior written approval of OWNER, whether those alterations or improvements are required by the lot rental agreement or these rules and regulations or whether they are voluntarily proposed by HOMEOWNER. Improvements or alterations will usually be required to be made with Factory-manufactured material.

1.9 OWNER may waive one or more requirements of these rules and regulations on a showing by HOMEOWNER that special circumstances exist, which distinguish its situation from that of other HOMEOWNERS. Any HOMEOWNER'S request for a waiver must be in writing and addressed to the property manager appointed by OWNER for COMMUNITY. All decisions to waive any such requirements shall be in OWNER'S sole discretion, and agreement to waive a requirement shall not constitute a waiver of OWNER'S later decision not to waive a requirement for the same or a different HOMEOWNER. OWNER may condition any waiver on HOMEOWNER'S payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions.

1.10 If HOMEOWNER fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations **or by law**. OWNER may exercise such remedies as are allowed by law, including but not limited to eviction.

1.11 OWNER will not discriminate based on race, color, sex, marital status, familial status, religion, national origin, source of income, or handicap in violation of any city, state, or federal law. In determining how to meet this promise, OWNER will follow precedent under appropriate city, state, and federal statutes.

1.12 COMMUNITY OWNER does not provide a security patrol or security systems. Residents are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Residents observing any suspicious or illegal acts are requested to notify the police department and/or the COMMUNITY manager.

1.13 Failure of COMMUNITY at any time to require performance of any Rule or Regulation contained herein shall not limit the right of COMMUNITY to enforce the Rule or Regulation, nor shall any waiver of any breach of any Rule or Regulation be a waiver of any succeeding breach of that Rule or Regulation or a waiver of that Rule or Regulation itself or any other Rule or Regulation.

Section 2 - MANUFACTURED HOME SETUP

2.1 OWNER is not responsible for topsoil, lot preparation, foundation stability, final grading, settling, drainage, gravel, or relocation of any utilities unless agreed to in writing by OWNER, or as required by law.

2.2 HOMEOWNER agrees that HOMEOWNER has examined the condition of the lot and is aware of its condition and accepts said lot "as is." HOMEOWNER further states that HOMEOWNER has not relied on OWNER/COMMUNITY for advice concerning the installation of the manufactured home and has relied and discussed such installation with a manufactured home dealer or contractor and is relying on the skill, experience and judgment of the manufactured home dealer or contractor.

2.3 HOMEOWNER will give OWNER 72 hours' notice before bringing their manufactured home into COMMUNITY for set-up. On arrival, OWNER will instruct HOMEOWNER and HOMEOWNER'S driver on where to park the manufactured home pending set-up.

2.4 Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for coordinating with the COMMUNITY manager to specifically locate the position of the manufactured home on the lot. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. The HOMEOWNER will be responsible for coordinating with the manufactured home dealer and/or transportation company that moves the manufactured home to ensure that the manufactured home is positioned properly on the lot. All HOMEOWNERS with mortgaged, manufactured homes who are purchasing their home on a contract shall furnish to the Manager, the name and address of the lien holder or mortgagee prior to moving the home into the Community.

2.5 On arrival at COMMUNITY for set-up, HOMEOWNER will register with OWNER the license number of the vehicle which is towing their manufactured home and the license number of the manufactured home, if required to be licensed. If the manufactured home is not required to be licensed, HOMEOWNER will register with OWNER the manufactured home's color, make, model and dimensions.

2.6 HOMEOWNER is responsible for any damage caused to their lot, other lots, streets, or any portion of COMMUNITY during the siting or removal of their manufactured home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.

2.7 All aspects of manufactured 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 sole responsibility of HOMEOWNER. Natural gas service is being discontinued in the COMMUNITY and natural gas service is not allowed for new or existing HOMEOWNERS, with the sole exception of existing HOMEOWNERS who are currently using natural gas services at their rental lots. HOMEOWNERS shall reasonably cooperate with OWNER and OWNER'S agents in allowing reasonable access to their rental lots to disconnect and cap natural gas service as may be necessary.

2.8 As a part of hooking-up to COMMUNITY'S water system, HOMEOWNER will install a backflow device at HOMEOWNER'S expense.

2.9 HOMEOWNER is responsible for connecting the manufactured home to the sewer line with rigid pipe. The manufactured home must be placed on the lot to cover or enclose sewer and water connections, as required by law.

2.10 HOMEOWNER must remove any towing hitch within thirty (30) days after the manufactured home is placed on the lot.

2.11 Temporary steps must be removed within thirty (30) days of set-up and replaced by permanent steps.

2.12 HOMEOWNER will not be entitled to move into their manufactured home until siting and set-up have been approved by OWNER.

Section 3 - MANUFACTURED HOME STANDARDS

3.1 Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for providing the manager and/or OWNER a copy of the manufactured home purchase agreement (if the home is new) or accurate description of the manufactured home that confirms that the purchase agreement includes all required improvements as set forth in Section 3 of the COMMUNITY rules and regulations.

Specifically including skirting, decking, awnings, and storage building. In those cases where a HOMEOWNER is moving a qualifying manufactured home into COMMUNITY that is not a new purchase, the HOMEOWNER shall be responsible for providing a photograph together with completed descriptive information identifying the size and materials of all improvements including storage structures that will be sited in the COMMUNITY. All home roofs must have composition asphalt shingles or the equivalent with a gable profile.

3.2 No permanent alterations are to be made to the manufactured home, or manufactured home lot without the prior written permission of OWNER (including fencing, painting, color scheme changes, etc.). The OWNER reserves the right to approve any exterior accessory or structure added to the manufactured home or placed on the manufactured home lot prior to its installation. All structures must be of factory-manufactured material or specifically approved in writing by the OWNER prior to construction and/or installation. The OWNER reserves the right to request that all permanent structures erected by a HOMEOWNER be removed at the HOMEOWNER'S expense when the HOMEOWNER moves from the COMMUNITY.

3.3 All homes, accessories, and/or alterations/additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.

3.4 No manufactured home, accessory structure, or addition, including awnings, decks, etc., may be placed closer than permitted by county/city setback requirements to any lot boundary line. No manufactured home, accessory structure and/or addition to include decks, awnings, porches, etc., may be placed closer than 8' from any electrical transformer.

3.5 All homes must have a window of not less than 12 square feet on the side of the home facing the street; example: 3'6" wide by 3'6" high. A smaller window may be allowed with the prior written approval of OWNER on the condition that the HOMEOWNER install landscaping acceptable to OWNER across the front of the home to visually compensate for the lack of a window(s). The window(s) facing the street must have wood trim painted and a complementary color. Homes moving into COMMUNITY must be a minimum of 24' wide (unless a lesser width is approved by OWNER pursuant to paragraph 1.9), and must be approved by COMMUNITY management prior to move-in. A home will normally not be accepted if it is more than five years old as of the date of move-in. Management reserves the right to refuse admission to any home that does not meet COMMUNITY standards or the condition and/or appearance of the manufactured home that is misrepresented.

3.6 All homes are required to have wood, vinyl, or aluminum lap siding. Skirting must be of a similar material as the siding on the home and painted/stained to match the siding or trim color. Wood skirting must have a 2" X 6" pressure treated base plate adjacent to the ground and be made of pre-treated/weatherized material that is compatible in design to the exterior of the home. Brick, rock, or ornamental skirting is also acceptable. Skirting must be continuous; any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up. Corrugated metal or fiberglass skirting is NOT allowed. All skirting must have an access panel (minimum dimensions 18" X 24") that does not require tools for opening or closing and is located so that fuel, electric; water and sewer connections are readily accessible for inspection and repair.

3.7 Within thirty (30) days of Set-up, each HOMEOWNER shall be responsible for installing the lot number of their home on the front side of the home approximately 5' above ground level.

- 3.8 HOMEOWNER is responsible for installing or constructing the following within thirty (30) days of set-up of its manufactured home:
- a) Pre-treated wood skirting compatible with the manufactured home and painted to match it, or some other suitable siding approved by OWNER pursuant to paragraph 1.9.
 - b) Pre-painted continuous aluminum or galvanized metal gutters and downspouts connected by underground 3" rigid or corrugated pipe to the curb. Gutters must be of continuous metal fabrication.
 - c) Two above ground hose bibs, one on each side of the manufactured home.
 - d) A storage building which:
 - 1) Is not smaller than 6'X 8' or larger than 15'X 10';
 - 2) Is constructed as part of the carport using wood or pre-treated wood siding (whether or not prefabricated) painted to match the manufactured home; and
 - 3) Is roofed with asphalt shingles compatible with the color and style of the manufactured home;
 - 4) Prefabricated wood or metal storage sheds are allowed subject to prior written authorization from COMMUNITY management.

3.9 All manufactured homes must have awnings and decks not smaller than specified below unless otherwise approved by OWNER. Exceptions to minimum size requirements may be approved by OWNER if HOMEOWNER'S lot will not accommodate structures of the stated dimensions. All Plans for decks and awnings must be approved by OWNER prior to installation and construction. OWNER may agree to

eliminate the front door awning, but such agreement must be in writing at the time of move-in. Any deck area shall total no more than 500 square feet. Minimum deck sizes shall be as follows:

- Patio Side; Deck - 4' X 6' or 24 square feet of continuous deck.
- Awning - 4' X 6' or 24 square feet of continuous aluminum, factory/manufactured or wood frame awning.
- Carport Side: Deck 3' X 6' (including steps)
- Awning - 12'X 26' or 312 square feet of wood or wood frame carport.

Homes within the COMMUNITY that have installed a deck and/or awning prior to the issuance of these Rules and Regulations shall be exempt from this requirement. Corrugated metal or fiberglass awnings are not allowed.

3.10 Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the manufactured home or fully enclosed with pre-treated wood to be compatible with the design of the porch and deck. All skirting must be continuous and have an access panel (with minimum dimensions of 18" by 24"), and the access panel shall not require tools for opening or closing. All decks, porches and steps must have handrails. Vertical slats/railings made of 2" X 2" material on 4" centers must be installed between the top of the railing and the deck and step treads. Decks must be constructed of 2" X 4" or 2"X 6" pressure treated/weatherized wood. Awnings and decks must be installed within thirty (30) days following set-up of the manufactured home unless other arrangements have been made in writing with OWNER. Any wood frame patio awning or carport awning must have a composition roof, be designed and painted to match the manufacture home and be approved by OWNER in writing prior to its construction. The carport awning must be a minimum of 12 feet wide unless the terrain or the lot size or shapes limit the awning size to a narrower width. Garages may be constructed in lieu of a carport but must be the same color as and compatible with the manufactured home and shall be constructed only with OWNER'S prior written approval.

3.11 All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above-ground plumbing must be connected to an underground shut off/gate valve that is accessible and maintained in good working order at all times. HOMEOWNERS are responsible for bleeding outside water lines prior to subfreezing weather conditions. Any damage or expense caused by freezing pipes will be borne by the HOMEOWNER.

3.12 Each HOMEOWNER shall receive a Lot LANDSCAPING WORKSHEET at the time HOMEOWNER makes application for residency. The worksheet will outline a general landscaping plan, which shall be used as a model for preparing the HOMEOWNER'S landscape plan. Prior to siting of the manufactured home, HOMEOWNER must submit a lot landscaping plan to OWNER for review and approval. No home will be allowed to move into COMMUNITY until the lot landscaping plan has been approved by OWNER. Not later than ninety (90) days following move-in, each new HOMEOWNER shall be required to install sufficient landscaping so as to meet the minimum landscape standards set forth below.

A. Landscape Plan with Front Yard Lawn: If the HOMEOWNER elects to install a lawn in the front, side or rear yard areas of their lot, the lawn must be mowed regularly and kept weed free. In those cases where a HOMEOWNER elects to install a front yard lawn, a minimum 24" wide planting bed must be installed across the front of the HOMEOWNER'S home. A minimum of ten evergreen shrubs, measuring 18"-21" or alternately, in 3-gallon containers must be installed in the front yard planting bed.

B. Landscape Plan without Front Yard Lawn: If a HOMEOWNER elects not to install a lawn in their front yard, acceptable alternatives include weed barrier fabric covered with decorative rock or bark mulch together with a minimum of not less than ten evergreen shrubs, measuring either 18"-20" in size or in 3-5-gallon containers plus not less than five additional shrubs or plants of a size not smaller than 1-gallon in size. All yard areas that are covered with decorative rock or bark must be kept weed free at all times.

C. All HOMEOWNERS are required to landscape and maintain the yard area next to their driveway that lies within the boundary of their lot. HOMEOWNERS are encouraged to install landscaping on their neighbor's lot or may make arrangements with their neighbor to allow the neighbor to improve and/or maintain the landscaping in this area if both parties agree.

3.13 Failure to complete all required landscaping work may result in an eviction notice to HOMEOWNER as allowed by law.

3.14 HOMEOWNER shall install an in-ground sprinkler system with an automatic timer within ninety (90) days of siting the home. HOMEOWNER is required to repair and maintain the system in good working order at all times.

3.15 OWNER reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances, which may be dictated herein by the terrain of the COMMUNITY or individual lots.

3.16 No excavation of any kind shall take place until and unless the park has been notified due to the existence of underground utilities.

Section 4 - MANUFACTURED HOME AND LOT MAINTENANCE

4.1. HOMEOWNER is responsible for maintaining and keeping clean and in good repair the exterior of their manufactured home, as well as all appurtenant structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, hand railings, storage buildings, etc. shall be painted or stained as necessary to prevent their visual and/or physical deterioration. The exterior finish of the home must be maintained to the satisfaction of the Owner/Community, which may require painting as needed with a color pre-approved by Owner.

4.2 HOMEOWNER is responsible for maintaining all lawn areas, flowers, shrubbery, and trees within the boundaries of their lot, including the maintenance of trees on the lot as required ORS 90.727. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, kept free of weeds, and watered as necessary. All slopes must be planted with erosion deterrent plants. If the landscaping is not properly maintained, OWNER reserves the right to evict the HOMEOWNER as may be allowed by law.

4.3 All landscaping improvements made to the manufactured home lot as provided by this Agreement shall, upon termination of tenancy, by either the HOMEOWNER or COMMUNITY management/owner become the property of OWNER except as provided herein below. The HOMEOWNER may remove and keep those landscape improvements that OWNER AND HOMEOWNER have agreed upon in writing and signed by all parties.

4.4 HOMEOWNERS absent for an extended period of time -- two weeks or more (14 consecutive days) shall be responsible for arranging for the care and maintenance of their lot during their absence.

4.5 Fences over 48" high are not permitted. Chain link fences and cedar fences are allowed and may be installed only in the rear yard area of the manufactured home lot. Chain link fences require metal fence posts set in concrete and stretched fencing fabric. All cedar fences shall be 36" in height with a 12" lattice top rail and be constructed as per applicable building code regulations. All fences, including color of paint or stain, must be approved in writing by OWNER prior to installation. HOMEOWNER is responsible for maintaining any fence located on HOMEOWNER'S property.

4.6 If HOMEOWNER constructs a rear yard fence, as outlined in paragraph 4.5, HOMEOWNER will be responsible for a twelve-inch mowing strip along the outside of the fence, whether or not that strip is HOMEOWNER'S lot or COMMUNITY property.

4.7 Common areas, driveways, streets, and HOMEOWNER'S lots, including porches and decks, are to be kept clean and free from trash and litter at all times. Personal property of HOMEOWNER'S or HOMEOWNER'S guests shall not be permitted to be left in the streets, other HOMEOWNER'S lots, or in the common areas. Garbage cans, gardening tools and equipment, etc., must be stored inside the HOMEOWNER'S storage shed.

4.8 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture. Storage of any type beneath the mobile home including material of explosive nature is prohibited (Oregon State Law). Standard patio furniture and a park approved storage cabinet will be permitted to present a clean and neat external appearance. Any household appliance, exercise equipment or upholstered furniture cannot be placed outside the mobile home. Boats, travel trailers, unmounted campers or unsightly objects are not to be stored on HOMEOWNER lots or parking areas. Special storage problems should be coordinated with Management in advance.

4.9 Stacking or storage of firewood is limited to one cord. Firewood must be stored behind the manufactured home or in an approved storage shed. All wood and pellet burning stoves that do not contain a seal of certification by the Oregon DEQ are not allowed in COMMUNITY and must be removed upon sale of the home. Any tarps used to cover firewood must blend with the surroundings and/or be compatible in color.

4.10 Clothes lines or clothesline poles are not allowed. clothing, linens, rugs, etc., are not to be draped over deck or porch railings or otherwise left outside the HOMEOWNER'S manufactured home.

4.11 Homeowners may erect play/exercise equipment in HOMEOWNER'S backyard with OWNER'S prior written permission: All play exercise equipment must be located behind the manufactured home and within the designated boundaries of the HOMEOWNER'S yard. HOMEOWNER assumes responsibility for maintaining all such equipment condition and agrees to remove the equipment when the tenancy is terminated. Permission to have play/exercise equipment on the lot is subject to revocation at any time if OWNER determines that the equipment is dangerous, inherently unsafe, being used by HOMEOWNER or HOMEOWNER'S guests in an inappropriate, abusive, or disruptive or noisy manner or in need of repair. As a condition to granting consent to install such play/exercise equipment, OWNER shall have the right to require the HOMEOWNER to provide proof of liability insurance of not less than \$100,000 naming the OWNER and COMMUNITY as co-insured. All such decisions by OWNER shall be in OWNER'S sole discretion and shall be final. Above ground pools (wading pools, hot tubs/spas, etc.) are permitted only with written permission from OWNER. HOMEOWNER agrees to defend and hold the OWNER and OWNER'S agents harmless from any and all claims, suits, damages and actions resulting from play/exercise equipment and/or above ground pools (wading pools, hot tubs/spas, etc.). Wading pools are to be emptied after each use and hot tubs/spas are to be covered after each use.

4.12 HOMEOWNERS must remove (take down) any holiday decorations from their manufactured home, yard and/or space within thirty (30) days after the celebrated holiday.

4.13 Backboards may not be installed on carports, awnings, or other structures located on the HOMEOWNER'S lot. Portable backboards/stands are allowed with the prior written approval of OWNER.

4.14 HOMEOWNER is responsible for installing, maintaining, and keeping clean and in good repair approved window coverings, which may include curtains, drapes, shutters, or blinds, etc., in all windows of the home. Unapproved coverings include, but are not limited to, sheets, blankets, tablecloths, plastics, etc.

4.15 Exterior window blinds are allowed with the prior written permission of OWNER. Bamboo or reed exterior blinds are NOT allowed. Exterior blinds must be of a color that matches the exterior siding or trim color and must be maintained by the HOMEOWNER in a serviceable condition at all times.

4.16 Signs, Poster, Decals, Prints, Pictures, etc., are not to be displayed in windows or on the home at any time. Political yard signs are permitted during an election campaign, however, must be removed within forty-eight hours after Election Day. No sign shall be larger than 18" X 24" or 432 square inches.

Section 5 - HOMEOWNERS AND GUESTS

5.1 The tenancy agreed on in the rental agreement is based on occupancy of the manufactured home by the persons identified in the agreement. Any additional occupants must be approved by OWNER prior to move-in.

5.2 In accordance with Oregon law, the total number of permanent residents in any manufactured home shall not be greater than two per bedroom in the manufactured home.

5.3 HOMEOWNER is responsible for the actions of other occupants or manufactured home, guests, licensees, and invitees. No trespassing by HOMEOWNER or HOMEOWNER'S' guests on other spaces is allowed.

5.4 No commercial trade or business nor gratuitous baby-sitting may be conducted out of HOMEOWNER'S manufactured home or on its lot in COMMUNITY.

5.5 No one will carry on any obnoxious or offensive activity, which OWNER believes are, or may become a danger, annoyance, or nuisance to COMMUNITY or other HOMEOWNERS.

5.6 Guests of HOMEOWNER may not remain in COMMUNITY for more than fourteen (14) days in any calendar year (whether consecutively or cumulatively) unless written authorization is received from OWNER. HOMEOWNERS are responsible for their guest's actions. Guests desiring to become residents of the Manufactured home must apply for residency, and shall be subject to Owner's approval; such application shall be made during the fourteen (14) day period. Requests for residency by HOMEOWNER'S guests that are submitted after expiration of the fourteen (14) day period are discouraged and may not be approved due to the late submission. Under such circumstances, the

criteria used by Owner for screening the 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 park, 5) criminal records (including indictments and convictions), 6) the availability of information required under the parks application for tenancy, 7) the guest's willingness to enter into a rental agreement with the park, and the timeliness(i.e. during the fourteen (14) day period).

5.7 HOMEOWNER will respect the peace of COMMUNITY and see that guests do the same. Neither HOMEOWNER nor guests shall cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, musical instruments, chainsaws, motorcycles, automobiles, pets, etc. There is a noise abatement curfew from 10:00 p.m. until 7:00 a.m.

5.8 HOMEOWNER will provide OWNER with the name of a person to be contacted in the event of HOMEOWNER'S death.

5.9 HOMEOWNER will provide OWNER with proof of ownership for the manufactured home occupied by HOMEOWNER consisting of a) copy of the bill of sale for manufactured home prior to move-in and/or occupancy, and b) copy of the title and vehicle I.D. information from Oregon Building Codes Division within sixty (60) days after move-in.

5.10 HOMEOWNER will, upon request of OWNER, provide OWNER with proof of insurance and proof of good standing with the county showing that the personal property taxes have been paid for the manufactured home for the current personal property tax year.

5.11 HOMEOWNER is responsible for registering the manufactured home registration plate (X-plate) with Owner prior to move-in and/or occupancy.

5.12 Two annual COMMUNITY garage sales will be permitted for all HOMEOWNERS in the COMMUNITY on two predetermined weekends in the spring and fall. HOMEOWNERS are responsible for coordinating which two weekends each year the garage sales will take place. Each garage sale is not to last more than one weekend (three days). Prior approval must be obtained from OWNER as to which weekends and times each COMMUNITY garage sale is scheduled to prevent interference with other COMMUNITY projects. NO INDIVIDUAL GARAGE SALES ARE ALLOWED.

5.13 Tampering with mail addressed to others is a federal offense and is a basis for eviction.

5.14 Any caregiver or other person providing living assistance or health care to HOMEOWNER(S) who intends to reside in the manufactured home or on the rental space must first undergo a background screening to become a temporary occupant as allowed by ORS 90.275. If the person is approved to become a temporary occupant, the person shall sign a written temporary occupancy agreement that describes the temporary occupancy relationship under ORS 90.275. The temporary occupant is not a tenant, does not have the rights of a tenant, and is not entitled to occupy the home or space to the exclusion of others.

Section 6 – SUBLETTING

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

6.2 Any person occupying a manufactured home to care for it (i.e., a “house sitter”) during an absence by HOMEOWNER in excess of 30 days must be approved by OWNER prior to occupying the manufactured home. OWNER reserves the right to require the same background check for such person as for an occupant requesting residency under section 5.6 above.

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

Section 7 – SALE OF MANUFACTURED HOMES

7.1 Prospective purchasers of a manufactured home must submit an application for residency and be approved by OWNER PRIOR to occupying any home in COMMUNITY. No sale of a manufactured home in COMMUNITY shall obligate COMMUNITY management to accept a new purchaser unless a complete and full application has been received and approved by COMMUNITY management prior to the sale.

7.2 HOMEOWNERS shall be allowed to leave their manufactured home in its present lot and sell the manufactured home to a new HOMEOWNER, subject to the following conditions: The manufactured home shall be brought up to all current COMMUNITY standards for new homes moving into the COMMUNITY as may be allowed by law. The OWNER may, at his/her sole discretion and in cases selected by him/her,

grant special exceptions to this rule. Any special exceptions shall be in writing, signed by the OWNER and HOMEOWNER, and shall specify the length of time for which the exception is granted. Failure to immediately enforce this rule shall not be construed to constitute an exception and shall not prevent later enforcement of this rule.

7.3 "For Sale" signs may be displayed only in a window and must not be more than 24" wide by 18" in height.

7.4 Prospective purchasers shall furnish to the Manager the names and addresses of all lienholders and/or mortgagees who will be extending credit for the purchase of the home, as a condition of being accepted as a Community resident and as a condition of tenancy.

Section 8 – UTILITIES

8.1 Electrical, garbage, sewer and water services are the responsibility of each HOMEOWNER and are payable by each HOMEOWNER directly to the City for sewer and water service and the utility provider for garbage and electric service. In the event a private service prepares bills for any of the above services, any amount payable for said services shall be made payable as instructed by the private service company and/or COMMUNITY/OWNER.

8.2 Garbage and garbage containers must be kept out of sight except on days when garbage is scheduled to be collected. HOMEOWNER must furnish their own water shedding, fly-tight garbage cans.

8.3 Paper towels, sanitary napkins, diapers and other large items should not be flushed down your toilet. Grease should not be poured down sinks. HOMEOWNER is responsible for clearing any blockage in a sewer line from the home to the main line servicing the Community.

8.4 No CB home radio antennas are allowed. Satellite TV dishes up to 39" in diameter may be allowed subject to placement in an unobtrusive location, i.e. not visible from the street. The placement shall be coordinated with the service provider and the COMMUNITY manager. HOMEOWNER shall notify COMMUNITY manager a minimum of forty-eight (48) hours in advance as to the day and time of installation. HOMEOWNER is responsible for installation and monthly charges. TV cable service may be provided to each lot. HOMEOWNER is responsible for monthly cable service charges and hook up charges. TV antennas must be placed at the back of the home and must be less than 12 feet above the roofline of the manufactured home. TV antennas must be maintained and kept free of rust. Antennas that are no longer in use must be removed from home.

8.5 Each HOMEOWNER shall be responsible for ensuring that no storage building, or other structure is erected or placed over any shut-off valve, sewer clean out or electrical pedestal that may be located on the HOMEOWNER'S lot.

8.6 HOMEOWNER acknowledges Owner/Community may need access to the utility hook-ups under HOMEOWNER'S home for the purpose of maintenance/ installation of water meters or other utilities. HOMEOWNER expressly grants Owner/Community permission to remove, replace or customize HOMEOWNER'S skirting to allow maintenance/installation of utility systems under HOMEOWNER'S home.

Section 9 – PETS

9.1 The definition of animals is domesticated dogs and/or cats. Domesticated house pets less than twenty (20) pounds at maturity may be allowed, if the HOMEOWNER obtains prior written permission from the COMMUNITY manager. Said permission shall become a part of the rental agreement between the OWNER and the HOMEOWNER. An additional pet may be allowed if the HOMEOWNER receives prior written approval. Full or mixed breeds of the following dogs are not permitted under any circumstances without exception: Chow, Rottweiler, Doberman, Pit Bull, Blue Heeler, German shepherd, Akita and Wolf-hybrid. HOMEOWNERS that request reasonable accommodation under the Fair Housing Act, as amended, will be permitted to apply to OWNER, and will be given such consideration as required under state and federal law.

9.2 No outside dog runs, doghouses, or pets living outside of a manufactured home are allowed. Pets must be kept on the HOMEOWNER'S lot and are not to be allowed to roam unattended on HOMEOWNER'S lot, COMMUNITY streets, common areas or other HOMEOWNER'S lots. Pets shall not be left leashed or tied up outside a HOMEOWNER'S home during any period of absence by the HOMEOWNER.

9.3 All pets shall be attended and, on a leash, when not inside the HOMEOWNER'S manufactured home.

- 9.4 Noisy, unmanageable, or unruly pets that cause complaints from other HOMEOWNERS will not be allowed to remain in the COMMUNITY.
- 9.5 Excrement (pet droppings) must be cleaned up promptly by pet owners.
- 9.6 No pet food or dishes may be kept outside.
- 9.7 All pets in the Community must have a tag or other form of identification on its collar, showing the name and telephone number of the HOMEOWNER responsible for the pet. All pets must have valid licenses and proof of current rabies vaccinations.
- 9.8 Prior to permitting a HOMEOWNER'S pet to reside at the lot, HOMEOWNER must sign a Pet Agreement and provide proof of liability insurance to COMMUNITY for each pet. HOMEOWNER shall also make OWNER and COMMUNITY co-insurers for the purpose of receiving notice in the case of cancellation of the insurance. The form of the Pet Agreement shall be in accordance with Oregon law. Assistance animals will be allowed as may be required by law, and HOMEOWNER shall sign a separate assistance animal agreement for permissible assistance animals.
- 9.9 Community may charge HOMEOWNER an amount not to exceed \$50.00 for each violation of a written pet agreement or violation of the COMMUNITY rules and regulations relating to pets.

Section 10 – COMMON AREAS

- 10.1 OWNER will maintain those areas of COMMUNITY, which HOMEOWNER is not responsible for maintaining pursuant to the rental agreement and the rules and regulations (referred to herein as “common areas”). HOMEOWNER'S use of the common areas and their use by other occupants of HOMEOWNER'S manufactured home and HOMEOWNER'S guests, licensees, and invitees, is, however, at the risk of the user, and OWNER 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 OWNER'S negligence or willful misconduct.
- 10.2 HOMEOWNER, occupants of the manufactured home, and guests, licensees, and invitees, may use 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 lots. Common areas may not be used for storage or parking.
- 10.3 HOMEOWNER acknowledges that there are dimly lighted and/or dark areas within the COMMUNITY and agrees to carry a portable light source when walking at night. HOMEOWNER shall provide a portable light source for any invitee or guest to HOMEOWNER'S home.
- 10.4 Except where otherwise posted, the curfew for all recreation/common areas/facilities within the COMMUNITY is enforced in accordance with any/all applicable governmental ordinances.

Section 11 – RECREATION FACILITIES

- 11.1 The use of all recreational/common areas/facilities including, but not limited to, any applicable clubhouse/recreation room(s), playground and its equipment, picnic area and tables, common areas, etc. is done at the sole risk of HOMEOWNER AND HOMEOWNER'S guests. USE AT YOUR OWN RISK. Management is not responsible for accidents or injury to any person(s), or any lost or stolen articles occurring in any recreational/common areas/facilities. Use of all recreational/common areas/facilities is restricted to HOMEOWNERS and HOMEOWNER'S guests. Guests are not permitted in any recreation/common areas/facilities unless accompanied by HOMEOWNER. HOMEOWNERS are directly responsible for HOMEOWNER'S guests (misconduct, actions, and damage, etc. HOMEOWNERS will be held fully accountable for any and all consequences and expenses associated with HOMEOWNER'S guests' actions. PETS, ALCOHOL, AND/OR LIQUOR ARE NOT PERMITTED IN ANY RECREATIONAL/COMMON AREA/FACILITY. Unnecessary noise or excessively loud parties will not be permitted at any time. These requirements help protect your health and provide safe, pleasant use of the recreation/common areas/facilities for all HOMEOWNERS and HOMEOWNERS guests.
- 11.2 There are designated recreation/common areas/facilities within the COMMUNITY. All minors (residents/homeowners and guests) must be accompanied and supervised by HOMEOWNER/parent(s) and/or HOMEOWNER'S designated responsible adult. Play at your own risk. COMMUNITY streets shall not be used as playgrounds by HOMEOWNERS or guests. COMMUNITY sidewalks are not meant for use by bicycles, skateboards, scooters, tricycles, “Big Wheels” or other wheeled modes of transportation.

11.3 In the interest of community safety, HOMEOWNER'S items of personal property left in the streets or common areas will be removed and, if ownership cannot be quickly and reasonably determined, subject to disposal. OWNER shall have absolutely no liability for doing so.

11.4 CLUBHOUSE: The use of the clubhouse and other recreational areas is provided at no additional charge to HOMEOWNERS, other than a refundable deposit for key(s). Guests are not permitted in the clubhouse or pool/Jacuzzi unless accompanied by HOMEOWNER. HOMEOWNERS are 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, when guests are accepted as lot permits. No pets are allowed in the clubhouse. Private parties by HOMEOWNERS will be allowed with restrictions. A fee may be charged for any private parties, groups, associations, or clubs desiring to use the clubhouse. PRIVATE PARTIES WHERE LIQUOR IS INVOLVED is not allowed. The management will maintain the necessary normal general housekeeping maintenance of the clubhouse, but HOMEOWNERS are expected to leave the clubhouse in an orderly, clean state at all times. No alcoholic beverages will be permitted to be served or consumed in any building or adjoining recreational area which is COMMUNITY property. Unnecessary noise or excessively loud parties will not be permitted at any time.

Section 12 – VEHICLES

12.1 No motor oil or any other caustic or non-biodegradable substance shall be deposited in any street drain, sewer system or on the grounds within the COMMUNITY. HOMEOWNER shall be responsible for any and all fines and the cost of cleaning up any caustic or non-biodegradable substances deposited by HOMEOWNER in COMMUNITY. Propane tanks larger than five gallons are not allowed in COMMUNITY except for those attached to and used exclusively for recreational vehicles.

12.2 Each lot is provided with off-street parking for two passenger vehicles. HOMEOWNER is permitted to have no more than two vehicles, which when not in use must be parked in the off-street parking areas for HOMEOWNER'S lot.

12.3 HOMEOWNER may request approval from OWNER to keep more than two vehicles. Any approval given will be conditioned on HOMEOWNER providing an additional approved off-street parking space for the additional vehicle at HOMEOWNER'S expense. If approval is granted, HOMEOWNER will be charged a fee designated by OWNER per vehicle. This charge will be adjusted to the same extent monthly rent is adjusted according to the rent adjustment formula provided in the agreement.

12.4 Vehicles dripping oil, transmission fluid, brake fluid or any other lubricant or chemical must be removed from COMMUNITY until they are repaired. HOMEOWNER is responsible for cleaning up any oil, fluid, lubricant or chemical from the driveway and street immediately in front of HOMEOWNER's rented lot. OWNER may require that any vehicle, including vehicles owned by HOMEOWNERS, not be allowed to enter or remain in COMMUNITY, if, in OWNER'S opinion, the vehicle is a) not properly maintained b) constitutes a hazard to HOMEOWNERS or c) is in such dilapidated condition that it distracts from the appearance of COMMUNITY. If OWNER intends to remove a vehicle from COMMUNITY under this rule, it will give twenty-four (24) hours' notice to the HOMEOWNER responsible for the vehicle, in person, if possible, otherwise by posting a notice on the vehicle. If the vehicle is not then removed from COMMUNITY within twenty-four (24) hours, OWNER may tow the vehicle from COMMUNITY at the risk and expense of the vehicle owner and the responsible HOMEOWNER. In the alternative, Owner may give notice to the HOMEOWNER to remove the vehicle from the COMMUNITY, and failure do so shall serve as basis for the termination of the HOMEOWNER'S tenancy.

12.5 HOMEOWNER is not allowed to park in COMMUNITY, or to allow others to park, commercial vehicles or equipment (other than that temporarily present for the purpose of providing some service to HOMEOWNER) or inoperable vehicle. Notwithstanding the preceding, if the HOMEOWNER'S work vehicle is a commercial vehicle, and it may not be parked at the place of employment, such automobile or standard sized truck ONLY may be permitted to remain, subject to OWNER'S reasonable discretion.

12.6 In addition to the off-street parking associated with HOMEOWNER'S lot, guests may park their cars in other parking areas designated by OWNER for that purpose. HOMEOWNER and guests must ensure that guests' cars are parked in a location so as not to block any neighbor's access or restrict traffic flow within COMMUNITY.

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

12.8 Approval of OWNER must be obtained before bringing any truck larger than ONE-ton, SINGLE-AXLE into COMMUNITY. Trucks larger than one (1) ton will not normally be allowed to park overnight on a HOMEOWNER'S lot.

- 12.9 Vehicles parked in violation of COMMUNITY rules will be towed away and impounded at Homeowner's expense.
- 12.10 The speed limit within COMMUNITY for all vehicles is limited to ten (10) miles per hour.
- 12.11 Motor homes, campers, trailers, boats, snowmobiles, residential vehicles, and other recreational vehicles are not allowed to be stored on HOMEOWNER'S lot.
- 12.12 Recreational vehicles may be left on HOMEOWNER'S lot for up to forty-eight (48) hours to accommodate loading and unloading.
- 12.13 Motorcycles may be driven to and from the COMMUNITY only. Three-wheelers, all-terrain vehicles or the like, whether or not in use, are not allowed in COMMUNITY. Any waiver of this rule will be conditioned on HOMEOWNER'S registering the vehicle with OWNER and on the vehicle's not being noisy. Whether a vehicle is "noisy" shall be at the sole discretion of management. Unregistered vehicles may not be stored in the COMMUNITY.
- 12.14 Driveways of vacant lots or vacant homes may not be used for guests or overflow parking without approval from OWNER.
- 12.15 Loud motor vehicles may not be operated in COMMUNITY at any time.
- 12.16 Parking for HOMEOWNER'S recreational vehicles is available for rent on a first come, first served basis in the recreational vehicle storage area. Neither OWNER nor COMMUNITY assumes responsibility and/or liability for the theft or damage of recreation vehicles stored in the storage area. Inoperable or dilapidated cars, boats, or recreational vehicles shall not be stored in the recreational vehicle storage area. Any inoperable vehicle found parked in the RV storage area shall be towed, as specified in Article 12.4. Any HOMEOWNER interested in storing a recreational vehicle in the COMMUNITY storage area should contact the COMMUNITY manager regarding rental rates, policies and procedures governing the use of the recreational vehicle storage area.
- 12.17 HOMEOWNERS are not allowed to overhaul vehicles on their space or in their driveway. 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. shall be washed anywhere in the COMMUNITY. Oil changes or routine vehicle maintenance are not an exception to this rule.

Section 13 – WEAPONS, FIREARMS AND FIREWORKS

- 13.1 Firearms shall not be discharged within COMMUNITY or on property owned by COMMUNITY. Firearms shall be unloaded at all times while outside of a HOMEOWNERS home in the Community. Weapons and firearms include "BB" guns, pellet guns, dart guns, arrows, slingshots, and any other similar article capable of firing a projectile, regardless of whether it is capable of causing serious personal injury.
- 13.2 Oregon State Law prohibits the use of certain types of fireworks. Fireworks that "pop" or propel into the air are considered illegal. The only fireworks that will be allowed in the COMMUNITY are those that do not make noise and/or are handheld. HOMEOWNERS and/or their guests must clean-up any fireworks discharged in the COMMUNITY. HOMEOWNERS discharging fireworks are responsible for any damage whatsoever to the COMMUNITY.

Section 14 – TERMINATION OF LEASE/RENTAL AGREEMENT

- 14.1 By HOMEOWNER. HOMEOWNER may terminate this tenancy upon a minimum of 30 days' written notice to LANDLORD. If such notice is given, HOMEOWNER agrees to remove HOMEOWNER'S home from the home site or sell the home as allowed by law by the termination date given.
- 14.2 By Landlord. LANDLORD may terminate the tenancy if HOMEOWNER or other persons occupying or visiting HOMEOWNER'S manufactured dwelling:
1. Materially violates a law or ordinance which relates to HOMEOWNER'S conduct as a manufactured dwelling park HOMEOWNER or materially violates this Agreement or the Rules and Regulations of the Park. HOMEOWNER may avoid such termination by correcting the specified violation within the time listed in the termination notice. If substantially the same violation reoccurs within 6 months of the termination date of the first notice, LANDLORD may terminate the tenancy by giving HOMEOWNER at least 20 days' written notice.

2. LANDLORD may terminate the tenancy by giving 72 hours' written notice of nonpayment if HOMEOWNER fails to pay rent within 7 days after the rent becomes due.
 - a. LANDLORD may terminate the tenancy by giving the HOMEOWNER not less than 30 Days written notice after the HOMEOWNER has received three or more 72 Hour Notices for Nonpayment of Rent within the previous 12 months. HOMEOWNER may not avoid such termination by correcting this violation.
3. LANDLORD may terminate the tenancy after 24 hours' written notice specifying the cause if:
 - a. HOMEOWNER or someone in HOMEOWNER'S control or HOMEOWNERS pet seriously threatens immediately to inflict personal injury, or inflict any substantial personal injury, upon LANDLORD, LANDLORD'S representative or other HOMEOWNERS;
 - b. HOMEOWNER, someone in HOMEOWNER'S control, or the HOMEOWNERS pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises, or upon a person other than the HOMEOWNER on the premises with permission of the landlord or another HOMEOWNER;
 - c. HOMEOWNER or someone in HOMEOWNERS control intentionally inflicts any substantial damage to the premises.
 - d. HOMEOWNER has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another, or allowing another person to occupy the premises without the written permission of the LANDLORD, and the LANDLORD has not knowingly accepted rent from the person in possession; or
 - e. HOMEOWNER or someone in HOMEOWNER'S control commits any act which is outrageous in the extreme.
4. LANDLORD may terminate the tenancy by giving the HOMEOWNER not less than 30 days' written notice with cause for failure to pay late fees and/or utility charges per your lease/rental agreement.
5. Tenancy terminates in the event of the death of a sole OCCUPANT/HOMEOWNER.
6. LANDLORD may terminate the tenancy, as provided by Oregon law, if LANDLORD intends to cease operation.
7. LANDLORD reserves the right to terminate the tenancy pursuant to any other Oregon law.

Section 15 – REMOVAL OF MANUFACTURED HOME

15.1 HOMEOWNER will give OWNER seventy-two (72) hours' notice before removing the manufactured home from the lot and COMMUNITY. Prior to the removal of the mobile/manufactured home, all rents for lot, utilities and services must be paid in full unless waived by COMMUNITY.

15.2 On termination of the lot rental agreement, HOMEOWNER will remove the manufactured home and remove any improvements to the lot which OWNER requests be moved. This rule applies to paragraph 14.2 (5).

15.3 HOMEOWNER is responsible for any damage caused to the lot, other lots, streets, or any portion of COMMUNITY during the removal of the manufactured home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.

Section 16 – ENFORCEMENT AND DISPUTE RESOLUTION

16.1 These rules and regulations are material conditions pursuant to which HOMEOWNERS occupy COMMUNITY. OWNER may enforce the rules and regulations, which are material conditions of occupancy, by terminating the lot rental agreement of the HOMEOWNER who violates a rule or regulation, as may be allowed by law.

16.2 No failure of OWNER to enforce any one of these rules and regulations shall operate as a waiver of its right to enforce that or others of the rules and regulations and to insist on strict compliance with the rules and regulations.

16.3 The dispute resolution program that shall be used by OWNER and HOMEOWNERS for eligible disputes is the mandatory mediation policy required by ORS 90.767. Attached as Addendum 1 and incorporated into these rules and regulations is the applicable Mediation Policy Addendum governing dispute resolution procedures in the COMMUNITY. As per ORS 90.767 (9), the attached Addendum is unilaterally adopted by the OWNER as the COMMUNITY'S dispute resolution program.

Section 17 – PARTIAL INVALIDITY

17.1 If any term of this Agreement or any document referred to in this Agreement is found to be invalid or unenforceable, the remaining terms and/or documents shall nonetheless be enforced to the fullest extent permitted by law.

Section 18 – AMENDMENTS OF RULES

18.1 OWNER reserves the right to amend, revise and/or add additional Rules and Regulations pursuant to Oregon Law.

Section 19 – VIOLATION FEES

19.1 As allowed by ORS 90.302, OWNER may charge HOMEOWNER a fee for a second violation or for a subsequent violation of the park's written rules or policies that occur within one year after OWNER gives a written warning of the violation. The types of violation fees are described below in Section 19.9.

19.2 The amount of the fee is \$50 for the second violation within one year after the warning notice for the same or a similar violation and for a third or subsequent violation within one year after the warning notice.

19.3 OWNER shall give a HOMEOWNER a written warning notice that describes:

- (a) The specific violation before charging a fee for a second or subsequent violation for the same or similar conduct; and
- (b) The amount of the fee for a second or subsequent violation that occurs within one year after the warning notice.

19.4 OWNER shall give HOMEOWNER a written notice when assessing a fee for a second or subsequent violation that occurs within one year after the warning notice.

19.5 OWNER must give a warning notice or a fee assessment notice within 30 days after the violation.

19.6 When allowed by law, OWNER may terminate a tenancy for a violation instead of assessing a fee but may not assess a fee and terminate a tenancy for the same violation.

19.7 OWNER may not deduct a fee assessed under this Section from a rent payment. However, nonpayment of an assessed fee is grounds for termination of HOMEOWNER'S tenancy with a 30-day notice under ORS 90.630(1).

19.8 OWNER is not required to account for or return any fee.

19.9 OWNER may assess a \$50 fee as described above for the following rule violations:

- (a) Late payment of a utility or service charge that the HOMEOWNER owes OWNER (as defined and allowed by ORS 90.315).
- (b) Failure to clean up pet waste in any common area, which by this reference is adopted as a park rule and is a violation.
- (c) Failure to clean up garbage, rubbish, or other waste from any common area, which by this reference is adopted as a park rule and is a violation.
- (d) Parking violations as described in these park rules, Sections 12.2, 12.5, 12.6, 12.7, 12.8, 12.11, 12.12, and 12.14.
- (e) The improper use of vehicles within the park as described in these park rules, Sections 12.1, 12.4, 12.10, 12.13, 12.15, and 12.17.

- (f) Smoking in a clearly designated nonsmoking common area, which by this reference is adopted as a park rule and is a violation.
- (g) Keeping on the premises an unauthorized pet capable of causing damage to persons or property, which by this reference is adopted as a park rule and is a violation. "Pet capable of causing damage to persons or property" means an animal that, because of the nature, size, or behavioral characteristic of that particular animal or of that breed or type of animal generally, a reasonable person might consider to be capable of causing personal injury or property damage, including but not limited to personal injury or property damage arising from the environment in which the animal is kept.

19.10 This Section 19 for the assessment of violation fees does not apply to the rules listed in Section 9 (PETS). Violation of the pet rules in Section 9 and/or violation of a written pet agreement can lead to assessment of a \$50 charge for each violation without issuing a warning notice (as per ORS 90.530 and ORS 90.302 (2)(d)).

