



JARS OF CLAY

PROPERTY MANAGEMENT, LLC

Hope Village Mobile Home Park Rules & Regulations

Welcome to Hope Village Mobile Home Park. We hope you enjoy living here for many years to come. To help maintain the quality of life in Hope Village, we have drafted and implemented the following Rules & Regulations for the health, safety and well-being of all park residents. Please read these Rules & Regulations carefully.

Section 1: Mobile home Setup

1.1 Prior to setting any home in Hope Village, the resident shall be responsible for coordinating with the landlord to specifically locate the position of the home on the space. Each resident is responsible for any damage caused during the setting or removing of their home.

Section 2: Mobile Home Standards

2.1 Prior to setting any home in Hope Village, the resident shall be responsible for providing the landlord with the copy of the home purchase agreement if the home is new, or accurate description of the home that confirms that the purchase agreement includes all required improvements as set forth herein.

2.2 No permanent alterations are to be made to the home or space without the prior written permission of the landlord. The landlord reserves the right to approve any exterior accessory or structure added to the home or places in the space prior to its construction and/or installation. All structures must be made of factory, manufactured materials, or specifically approved by the landlord prior to their construction and/or installation. Landlord has a modification request form that will need to be filled out in detail and returned to the office for approval. Residents may be required to submit more information/contractor information if requested.

2.3 All homes, accessories and/or alterations/editions shall comply with applicable Federal, State and Local statutes and ordinances as to their construction/installation and/or maintenance.

2.4 All towing hitches must be removed immediately after the home is placed on the lot.

2.5 Manufactured homes moving into Hope Village must be a minimum of 13ft wide and must be approved by the landlord prior to moving in. Homes must contain at least 500 square feet of floor space, unless space size, or other approved circumstances limit the size of the home. All home roofs must have composition asphalt shingles or the equivalent with a Gable profile. A home will normally not be accepted if it is more than 10 years old as of the date of move in. Landlord reserve the right to refuse admission to any home which does not meet part standards or if the condition and/or appearance of the home is misrepresented.

2.6 All homes must have at least one window on the side facing the street.

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2.7 Temporary steps must be removed no later than 30 days after setup.

2.8 Hope Village provides an electrical service line to each space. All electrical installations must be done by a licensed electrician/contractor and must comply with all state and local building codes and regulations. Documentation of active business license & active insurance may be required to submit to the landlord.

2.9 All homes must be connected to the sewer line to code.

2.10 All homes must have gutters and downspouts - in good working order. Rain barrels are prohibited.

2.11 All homes must have awnings and a deck. An enclosed garage may be erected on the space at the residence option subject to compliance with state/local building codes & setback requirements.

2.12 Each resident is required to install a storage area incorporated as part of the carport not smaller than 60 sq ft.

2.13 All above ground plumbing must be connected to an underground shut off gate valve which is accessible and maintained in good working order at all times.

2.14 Each residential space must be landscaped in good taste. Landlord desecration and definition of good taste will apply.

2.15 Each home's number is to be placed on a home within 90 days of moving or sooner, and must be visible from the street.

2.16 Each resident is responsible for obtaining any and all building & utility permits required by the City of Sheridan and Yamhill County, prior to move in and setup of the residence home and/or the construction of any accessory building, awning, deck/porch or any other structure

Section 3: Home and Lot Maintenance

3.1 Each resident shall be responsible for maintaining and keeping clean and in good repair the exterior of their home as well as structures such as decks, steps, storage buildings, and fences at all times. These items must be painted or stained as necessary to prevent their visual and/or physical deterioration. Residents will need written permission to change the color of any of the paint/stain, residents can submit a modification request for approval.

3.2 Residents are responsible for maintaining all lawn areas and ALL vegetation and/or tree(s) within their space. Lawns must be mowed on a regular basis during the growing season, kept free of any and all weeds and watered as necessary. The absence of a resident for an extended period shall not relieve the resident from their responsibilities for maintenance of the space/landscaping. Resident's will need written permission to make any landscaping changes - removal and or planting of shrubs, flowers, trees, etc. The resident shall be responsible for making arrangements for the care and maintenance of their space during any absence. If the space landscaping is not properly maintained, Hope Village reserves the right to perform any and all necessary landscaping maintenance and will bill the resident directly. Landlord will maintain the front landscape, if desired at no cost to the resident.

3.3 Residents are responsible for maintaining and keeping in good condition all water, sewer, from their home to the point of connection provided by Hope Village.

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3.4 All landscaping improvements made to the home space as provided by this agreement shall upon termination of the tenants by either the resident or park management or owner become the property of Hope Village except as provided herein below the resident may keep and take with them the following: nothing without a written agreement between the parties.

3.5 No permanent alterations are to be made to the home or home space without prior written permission of the Landlord (including fencing, painting, color scheme changes, etc.) The Landlord must approve any exterior accessories or structures added to the home or placed on the home space prior to installation. All structures must be of factory-manufactured materials or specifically approved, in writing, by the Landlord prior to the construction and/or installation. The Landlord reserves the right to require that all structures erected by tenants on the space be removed at the tenant's expense when the tenant moves from Hope Village.

3.6 The home is required to have wood siding. Skirting must be of similar material as the siding on the home and painted/stained to match the siding or trim color. Wood skirting must be made of pretreated/weatherized materials that are 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 30 days following setup. Corrugated metal or fiberglass skirting is not allowed.

3.7 Common areas, driveways, streets, residence spaces, and yard areas, including porches & decks, are to be kept free and clear of trash, garbage, debris and clutter at all times. Garbage cans, firewood, gardening tools/equipment, etc must be stored in the resident's storage shed or out of sight from the street/drive.

3.8 Resident's use of common areas and use by residents' guests and invitees is at risk of the user. The landlord shall not be responsible for injuries and damages associated with use of common areas, unless such injury or damages are caused by gross negligence or willful misconduct of the landlord.

3.9 Furniture left outside of the home shall be limited to items commonly accepted as outdoor patio furniture.

3.10 Clotheslines, articles of clothing, linens, rugs, etc. may not be visible from the street and are not allowed to be draped over deck porch railings or left outside of the home at any time.

Section 4: Residence & Guests

4.1 Resident(s) or person(s) occupying a home in Hope Village must be identified in the rental application, listed in the rental agreement and approved by Park Management or Landlord printer to establishing residency in Hope Village.

4.2 Resident(s) shall identify in the rental application the name and phone number of a person to be contacted in the event of an emergency or death as well as the name, address and phone number of any home lien holder.

4.3 Resident(s) hosting guests who plan to remain in the park for more than 7 days must identify their guest to the park manager or landlord no later than 1 day after the guests arrival at Hope Village.

4.4 Unless prior written approval is given for an extraordinary circumstance, any guest who remains in the park for more than 14 days in any calendar year must apply to be a permanent resident of the home in which the guest is staying and must be registered and approved as such. No guest shall be approved as a resident or permanently allowed to occupy a manufactured home in the park unless they first apply for tenancy and are approved. Any resident who allows a guest to remain beyond this 14 day period without having the guest accepted as a resident before expiration of that 14 day period shall be subject to eviction proceedings.

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4.5 Hope Village reserves the right to disapprove the request of any guest to become a permanent resident.

4.6 No guests may avoid these visitation time restrictions by leaving for a short period of time and then returning. For this reason, the maximum number of days allowed per visitor/guest of 14 days is calculated on an annual basis rather than a per visit basis. Applications for an exception to this may be made in writing to the landlord. The landlord's decision to grant or deny the request shall be absolute and unappealable. Extensions will be allowed only under extraordinary circumstances.

4.7 Guests must be familiar with and abide by all the park rules and regulations. If a guest violates any of the rules and regulations, the landlord may evict the guest and also reserves the right to hold the resident responsible for any damage and for the guest's conduct. Guests who violate the park rules and regulations will cause the park to issue a notice of intent to terminate the tenancy of the host resident.

4.8 There should be no more than 4 permanent residents per home unless approved by management.

4.9 No resident, guest or pet may cause or suffer any loud or disturbing noise at any time. This prohibition shall include but not be limited to parties, radios, televisions, stereo equipment, etc. or any noise heard outside of the home.

Section 5: Subletting

5.1 No renting or subletting of a home shall be permitted without prior written permission of the Landlord.

5.2 Any person occupying a home during extended absence by the owner over 14 days must be approved by the park manager or landlord prior to occupying the home. This provision shall apply to house sitters, or other individuals known to the homeowner who might occupy the home during their absence.

Section 6: Sale of Mobile Homes

6.1 Prospective purchasers of a resident's home must submit an application for residency and be approved by the landlord or park management. Criteria for approval is at the landlord's sole discretion.

6.2 Residents shall be allowed to leave their home and its present space and sell the home to a new resident.

6.3 Single "For Sale Sign" that is commercially printed or professionally painted of a size not larger than 18 inches by 24 inches may be displayed either in the window of the resident's home or in their front yard.

6.4 Upon the sale, the terms, conditions and rent space cannot be assumed to be the same for the new resident since a new rental agreement will be drafted.

Section 7: Utilities

7.1 Residents shall be responsible for the payment of all utility services including water, sewer, electricity, garbage, gas, telephone, cable/internet, etc.

7.2 Garbage and/or garbage containers must be kept out of sight except on days when the garbage is scheduled to be collected.

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7.3 Paper towels, sanitary napkins, and other large items should not be flushed down the toilet. Grease should not be poured down the sinks or toilets. Any expense incurred and cleaning a sewer line blockage caused by resident negligence or misuse will be charged to the resident causing the blockage or issue.

7.4 Each resident shall be responsible for ensuring that no storage building or other structure is erected or placed over any water meter, shut off valve, sewer cleanout or electrical pedestal that may be located on the residence space. No resident shall erect a fence or other barrier that would obstruct or prevent access to the water meter, shut off valve, sewer clean out or electrical pedestal located on the resident's space.

Section 8: Pets

8.1 Two house pets under 25 lbs at maturity may be allowed if the resident obtains prior written permission from the park manager and/or landlord. **A pet agreement must be signed before any animal comes onto the property.** Said permission shall become part of the rental agreement between the resident and landlord. Please check with your park/landlord for any restrictions. Some dog breeds that are prohibited are Pitbulls/Pitbull family, Rottweiler, Dobermann, Chow Chow. There may be more so please check with the park/landlord.

8.2 No cats, dogs or other pets capable of causing damage to persons or property are allowed on the premises (either visiting or living there) without a signed pet agreement. Residents will be responsible for and indemnify Landlord/park management against any and all damages or injuries caused by resident's pet(s) or visiting pet(s). For a pet agreement the following items must be provided to the landlord or park manager: current vet records, photo of the animal and if a dog, the dog license for the county.

8.3 Assistance animals are granted with a current letter from the resident's primary care or specialist. An assistance animal agreement will need to be signed before any animal is allowed on the premises. For an assistance animal agreement the following must be provided to the landlord or park manager: letter from medical provider or a reasonable accommodation request filled out and signed by a medical provider, current vet records, photo of the animal and if a dog, the dog license for the county.

8.4 No outside dog runs, dog houses, pets living outside of any home is not allowed. Pets must be kept on the resident's space and are not allowed to roam unattended on the streets, common areas, or other resident's spaces. Pets shall not be left leashed or chained up on any portion of the premises at any time. All animals must be maintained on a leash when not inside the resident's/pet owner's home. All animal waste is to be cleaned up and properly disposed of by the pet owner immediately.

8.5 All residents are required to sign a pet agreement - pet agreement will have the pet information that is being allowed as well as rules to follow.

Section 9: Vehicles

9.1 Each space is provided with off-street parking beside the home for two-three passenger vehicles. No commercial vehicles or equipment are allowed to be parked on the homeowner's space at any given time. Inoperable vehicles may not be stored or left in a resident's driveway or on the space. Parking is restricted to the resident's driveway. All vehicles will need to be parked on the driveway/concrete/asphalt and not in the landscaping at any time.

9.2 Residents may request approval from the landlord to keep more than two vehicles in the park. Any approval given will be conditional on the availability of additional off-street parking spaces for additional vehicles. There will be an additional monthly charge for additional vehicles. This charge can be changed at any time with a thirty (30) day notice.

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9.3 The landlord reserves the right to require that any vehicle, including vehicles owned by the resident, not be allowed to enter the park or to remain in the park, if in the landlord's opinion, the vehicle is not properly maintained and/or constitutes a hazard to the residents and/or the property of the park or the vehicle is in such a dilapidated condition that is distracts from the appearance of the park. If the landlord or park manager intends to remove a vehicle from the park under this rule all local and state regulations regarding tagging and towing of a vehicle will be followed. Residents will be notified if their vehicle does not comply with these rules and must be removed within 24 hours of being notified at the vehicle owner's expense.

9.4 Guests may only park their cars in another parking area designated by the landlord or park manager if there is no room in the host resident's space. Guests must ensure that they are parked in a location so as not to block any neighbor's access or restrict the traffic flow within the park. Guests may not park in a designated parking spot overnight. **NO PARKING ON THE STREET at any time.**

9.5 Trucks or any vehicle larger than ¾ ton must have prior written permission from the landlord or park manager before they will be allowed to enter the park and/or park on a resident's space. Trucks of 1 ton must have prior written permission from the landlord or park manager before they will be allowed to enter the park and/or park on a resident's space. Trucks of 1 ton will not be allowed to park overnight at any space within the park or resident space.

9.6 Driveways and roads must be free of oil leakage.

9.7 Speed limit within the park for all vehicles is limited to 10 miles per hour.

9.8 Recreational vehicles including motorhomes, campers, and/or travel trailers may be left on a resident space for up to 48 hours to accommodate the loading and unloading of belongings. Trailers, boats, and camper units not mounted on a vehicle are not allowed to be stored on the resident's space.

9.9 Loud vehicles shall not be operated in the park at any time.

9.10 No repair of autos, motors, engines, trailers, boats, or other similar equipment is allowed and no auto equipment, engines, motores, etc. shall be washed anywhere in the park. Washing of cars is permitted.

9.11 No unregistered vehicles are allowed in the park.

9.12 No unlicensed drivers may drive a vehicle within the park.

9.13 Vehicles parking in violation of rules outlined in this section shall be towed and impounded at the resident's expense.

Section 10: Dispute Resolution

10.1 Any resident having a dispute with any other resident or park management over-interpretation and/or enforcement of a park rule or policy may request a meeting with the park manager or landlord in writing to discuss and/or resolve the dispute. More information can be found in the addendum to rental agreement/lease agreement dispute resolution.

10.2 Mediation. If step 10.1 above is not successful, either the landlord or the resident may request mediation of the dispute by notifying the other party in writing. Within 15 days of receipt of such request, both parties shall select a mediator representative. Both parties and the mediator shall meet at an agreeable time and place within 15 days in an attempt to mediate the dispute. The mediator will select the time and place for the meeting and may from their options select a second mediator to assist. The mediators will have five days after the hearing to resolve the dispute. If either party does not agree with the resolution from the mediators, then either party may request arbitration as outlined below. (More information can be found in the mediation policy addendum)

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10.3 Arbitration. If any dispute is not resolved through the mediation procedure outlined above, the dispute may be submitted to arbitration in accordance with the provisions of ORS 33.210 - 33.330 as outlined below.

- A. Selection of arbitrators. Both parties shall attempt to agree on a single arbitrator. If the parties are unable to do so, then each party shall select their own arbitrator who shall then elect a third arbitrator to arbitrate the dispute and/or issue. All of the costs of arbitration and arbitrator will be agreed to and shared equally between both parties. Cost shall not exceed \$200.
- B. Hearing. The arbitrators will conduct a hearing after giving both parties reasonable time to prepare for the hearing. The arbitrators will select both the time and the place of the hearing and serve notice to both parties of the time and location of the hearing.
- C. Decision. Within thirty (30) days of the hearing the arbitrators shall render a decision and serve written notice of the decision to all parties.
- D. Appeal of the arbitrator's decision. If either party to the arbitration does not agree with the arbitrator's decision, they must appeal the decision by making an appropriate filing with a court of competent jurisdiction within 30 days following receipt of the arbitrator's decision.

Section 11: Miscellaneous

11.1 No retail, wholesale business, enterprise, or any other business may be conducted from or within the Hope Village park. This includes babysitting for pay.

11.2 Facilities and amenities furnished in this park are for the convenience and enjoyment of residents. All persons using these facilities do so at their own risk. The landlord will not be held responsible for accidents, injuries, or losses that occur in the park due to theft, fire, wind, floor, rain, or any other cause beyond the landlord's control.

11.3 Hope Village reserves the right to amend, revise, and/or add additional rules and regulations. Notice of any changes in the rules and regulations shall be distributed to all residents in writing. Changes shall become effective after 30 days' written notice is issued to each resident by being mailed via first class mail or posted on the entry door of the home and mailed via first class mail, unless 51 percent or more of the residents object in writing within 30 days of receiving the proposed changes.

11.4 Any approval, concern, or waiver which these rules and regulations require must be obtained in writing, signed by an authorized representative of Hope Village, and obtained prior to doing the act for which approval, consent or waiver is to be obtained.

I/WE, hereby acknowledge that I/WE agree to the rules & regulations as written, and have received a copy of the rules & regulations, inclusive of the rental agreement of Hope Village.

_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____		
Owner/Agent/Landlord	Date		