

Harbor Village Cooperative Community Rules

Welcome!

Welcome to our community, also referred to as the Park. We wish to provide a pleasant, attractive, and affordable place for residents to live. All communities need some basic rules to accomplish this goal. We hope these rules are not unnecessarily restrictive, but provide a safe and tranquil community. The future value of your home rests on our community's appearance and reputation in the region. We hope our rules facilitate these goals.

These rules apply equally to all Harbor Village Cooperative ("the Cooperative") homeowners, members, and all persons living in the home, as well as their guests. For brevity, we have used "residents" to refer to all of these persons. These rules may be amended from time to time by the Cooperative members as provided in the Cooperative Bylaws.

1. General

Residents may at any time request clarification or interpretation of these rules by the Board of Directors of the Cooperative ("the Board").

- a) Any requests of the Board, including requests for approval of an exception to these rules, must be submitted in writing to the Secretary of the Board at least five (5) days prior to a scheduled Board meeting.
- b) Residents with disabilities have the right to request waivers or modifications of rules if required as a reasonable accommodation. The Board may establish by resolution additional forms and procedures to be followed in making such requests. The Board and residents must keep a copy of such agreement.
- c) Any approval or permission granted by the Board to a resident or request of the Board to a resident must be in writing.
- d) Notice to the resident, when required by the rules, must be in writing and is effective when received. Receipt is defined as personal delivery to a person over 18 in the household or three (3) business days from the date of mailing by first class United States mail.
- e) Homes are to be owner occupied, and occupancy is limited to the persons named in the Space Lease. Rentals are not permitted. Occupancy shall not exceed 2 persons per bedroom. Any exceptions require Board approval.
- f) Residents are strongly encouraged to carry Homeowners liability insurance with the Cooperative named as additional insured, in a reasonable amount that may be determined by the Board and should retain a current copy of proof of insurance on their office file.
- g) The Cooperative retains the right to make exceptions to these Rules in special circumstances where making such an exception is prudent and reasonable given

mobile/manufactured home standards and due to the Park topography and/or location of individual lots.

2. Conduct

We strive to build a safe and tranquil community. Due to the close proximity in which we live, we have basic ground rules to maintain the peace and security of all residents.

- a) All residents are responsible for the actions of their guests and guests' children, pets, and/or their assistance animals. They are also responsible for actions of workers on the lot space or community spaces.
- b) Residents and their guests must conduct themselves in a reasonable manner at all times, and must not disrupt, threaten or harass other residents.
- c) Residents may only be on another's space or in another's home when invited.
- d) Public intoxication is prohibited.
- e) This is a drug free community. Use, possession, or distribution of illegal drugs is prohibited and is cause for immediate eviction, as provided by Oregon law.
- f) Growing, processing or usage of marijuana may only be conducted in non-public areas (generally within a resident's unit) as provided by Oregon law. Marijuana growing and/or processing is not allowed to be conducted in areas that are visible from common areas or by other residents. Further, personal use of marijuana shall not be conducted in such a manner so as to cause an unreasonable nuisance to neighboring residents. Excessive odors are not permitted.
- g) No commercial or in-home businesses are allowed, including daycare, with the exception of non-physical internet commerce. No visible signage or other advertising is allowed.
- h) Noise levels are to be at a moderate level at all times. Quiet hours are 10:00 P.M. until 8:00 AM.
- i) Vandalism or graffiti to a resident's home or space must be immediately repaired or removed by the Resident of the space. If not repaired or removed within 72 hours, the Board may repair or remove it after providing 24 hours notice to the resident and the cost will be charged to the Resident.
- j) Every resident, together with their guests and invitees, shall respect the rights of other residents to the quiet enjoyment of their respective spaces, and shall not trespass on another's space. For purposes of this section, the term "trespass" shall mean knowingly entering the space of another Resident without permission. Nothing in this section shall prohibit members of the Board of Directors or representatives of the Cooperative's property management company from accessing resident spaces for the purpose of conducting inspections or Cooperative business in accordance with the terms of the Space Lease.

k) Discharge of firearms (including BB, air and paint-ball guns), archery equipment, and all other weapons is strictly prohibited.

l) Any person or persons evicted from the Park for cause shall not be permitted to return, with the exception of short term visitations by written Board approval.

m) Any guest staying for more than fourteen (14) days in a six-month period who wishes to remain in the community must qualify as a household occupant or a temporary occupant and be added to the lease or must execute a temporary occupancy agreement, unless the guest is a caregiver for a resident with a disability as defined by law. In order to qualify as either a household occupant or a temporary occupant, they must first apply to the Board and meet the occupancy requirements set in section 3.1 of the Bylaws and the screening policy. All household occupants, temporary occupants and caregivers are subject to a criminal background check. The Board reserves the right to deny temporary occupancy to any household occupant or caregiver based on the results of the criminal background check. The Board recognizes that there may be extenuating circumstances for which longer stays may be authorized. These circumstances should be described in writing, signed and submitted to the Board prior to the end of the 14 day period. For purposes of determining the fourteen-day threshold, the word "day" is defined as an average of over four hours within a twenty-four hour period.

n) Displaying of "For Sale" signs on any parked vehicle in a common area is prohibited.

o) In compliance with Oregon law, children under the age of 16 on a bike, with or without training wheels, must always wear a helmet. This rule applies to all other 2-, 3-, and 4-wheeled vehicles.

3. Vehicles

We strive to provide a safe, clean, and orderly community.

a) The speed limit within the Park is ten (10) miles per hour.

b) At all times vehicles must be operated in a careful manner in the Park so as to avoid injury to persons and property.

c) Motorcycles and motor scooters that are licensed and street legal are allowed for ingress and egress to the Park. Motorized trail bikes, go-carts, and all-terrain vehicles are not to be used in the Park.

d) Engine noise should be kept at a minimum level and unnecessary revving or idling of engines longer than 5 minutes is prohibited, except for infrequently used vehicles, which may require up to 15 minutes to warm up and distribute oils and other fluids throughout the engine to keep them operable.

e) Each resident's space is provided with off-street parking spaces for their resident and guest vehicles. Guest off-street parking is available at the entrance of the Park.

- f) Short term street parking for guests is permitted for a period no longer than twenty-four (24) hours. Residents may request a permit from the Board or the property manager to park for more than 24 hours. Any extended permits approved by the Board will be displayed in a visible place on the approved vehicle's dashboard.
- g) Parked vehicles shall not block entryways, driveways or access for emergency vehicles.
- h) Vehicles parked off-street shall not block the street. Parking on a resident's homesite shall be in carports or driveways, or designated parking areas only.
- i) A resident with a second RV, a boat, or a trailer may apply to the Board to lease storage space, if available and subject to the payment of a separate lease fee.
- j) Vehicles must not be stored on driveways. Residents shall be responsible for the removal of stored vehicles. A stored vehicle is defined as one which does not have a current license tag and/or is inoperable.
- k) A travel trailer or other recreational vehicle may be parked in a resident driveway no longer than three (3) days for the purpose of cleaning or outfitting for a trip.
- l) No major repairing of vehicles may be done within the community. A major repair is defined as the dismantling of a vehicle, parts of an engine or drivetrain, painting, body work requiring machine shop tools or the lifting of any wheel off the ground for the purpose of repair other than repair of a flat tire. Minor repairs and maintenance are acceptable.
- m) No motor oil or any caustic or non-biodegradable substance shall be deposited in any street, sewer system, or on the ground within the Park. The Resident will be charged for any damages and cleanup caused by such materials.
- n) Disabled vehicles and vehicles that are not properly maintained (including those that are not currently licensed), or are in a condition that detracts from the appearance of the Park, are not permitted. Vehicles that meet this description, as determined by the Board, may be towed at the expense of the owner. Notice shall be given of the intent to tow the vehicle 72 hours prior to towing. If the vehicle owner is unknown, the notice shall be placed in a visible place on the vehicle to be towed.

4. Pets

We recognize the importance of pets to many Residents. However, not everyone likes the same pets. Recognizing the close proximity in which we live, we intend that the following rules balance the interests of all residents regarding pets and create a healthy environment for all. All community members are expected to familiarize themselves with all local pet ordinances and to comply with those laws while residing in the community. We also require that residents vaccinate animals, dogs and cats must be spayed or neutered. Pets must be registered as applicable under city/county ordinances. All pets currently

residing in the Park upon adoption of these Community Rules may live out their natural lives here, but replacement pets must conform to these rules.

- a) The Board of Directors' approval is required for all pets.
- b) There may be no more than three (3) domestic pets per household. The Board may restrict certain breeds. Certified service animals are permitted as provided by law.
- c) Rules regarding pets also apply to the pets of guests. Each Park resident will be held responsible for their guest's pet behavior or damage. Noisy, unmanageable, or unruly pet behavior that causes complaints is prohibited.
- d) Only domestic household pets, of docile nature, and service animals will be allowed in the Park. Domestic household pets are defined as dogs, cats, and any pet normally kept in a bird cage, terrarium or aquarium (fish, turtles, etc.)
- e) Cats and dogs must be registered with the Cooperative with their name, description and photo.
- f) Exotic and wild animals are not allowed in the Park.
- g) When walking pets, residents must carry a bag, use it to contain their pet's fecal matter, and must dispose of it in a garbage receptacle.
- h) The Board may require residents to submit proof that their pets are current on vaccinations. Dogs and cats must be spayed or neutered.
- i) Dogs must be kept on a leash while in common areas. Dogs are allowed to run free in their home site or while visiting another member's home site, only if they are obedient and supervised. Dogs must not bark to the extent that other residents are disturbed.
- j. Animals that have threatened or bitten someone or damaged the property of other residents may be required to be removed from the Park.
- k. Permanent outdoor pet kennels require written approval by the Board. There shall be no exterior dog runs.

5. Siting, Set-Up and Removal of Homes

These rules are intended to facilitate easy set-up and removal of all manufactured homes in the Park.

A. Set-Up

- a) The Board (or its designated representative) must approve and has the right to inspect and view any home before it is moved into the Park. The Board must approve the placement and position of the home on the space ("Site Plan"), as well as any awnings or carports to be constructed and the proposed landscaping. The Board's approval of all homes moving into the Park must be obtained prior to leasing of the homesite.

- b) If required by local, state, or federal regulations, the regulating authority must approve the age and condition of the home before it is moved into the Park. No homes older than 20 years will be accepted. Videos or photos of the potential home to be sited must be submitted to the Board before the board accepts a member's application packet.
- c) All installations and construction must be performed by a licensed and bonded contractor; or, by the resident if prior approval is obtained by the Board. Installations and construction must be in accordance with local, state, and federal laws.
- d) Residents are responsible for connecting all utilities, including electrical, telephone, television, and water, with supervision by the property manager. The work must be performed by a licensed and bonded contractor. Residents are responsible for payment of all initial utility/equipment set up fees and/or expenses. They are also responsible for utility changes of their choice after move-in. Residents are responsible for all monthly utilities not specifically included in their lease agreement.
- e) Because of the many underground utilities in the community, residents who wish to dig to a depth below one foot (12 inches) must receive prior approval from the Board. It is called to your attention that high voltage wires and other utilities are buried underground, and it could be dangerous to dig without knowledge of the location of these utilities. As a condition of Board Approval, Residents must call line locate services to mark location of underground utilities prior to digging on their rental space.
- f) All wiring and plumbing, both inside and outside of the manufactured home, must comply with state and local codes. Any changes necessary in altering Park wiring or plumbing must first be approved by the Board.
- g) Skirting: Skirting and permanent stairs must be installed within six (6) weeks of the home being sited in the Park. All manufactured homes must be skirted to match the exterior siding of the home. It is necessary that an access door be installed in the skirting for easy access to utilities. All skirting must be installed by a licensed and bonded contractor; or, by resident if prior approval is obtained from the Board. Installations must be in accordance with State of Oregon specifications.
- h) Steps and Porches: Steps and porches must be installed at each exterior door of a manufactured home in the Park. Each Resident must have their steps and porches installed within sixty (60) days after the home is sited. Minimum landing size, for steps or porches, is 36" x 48". All handrails must be bolted. No temporary steps allowed after sixty (60) days from the siting of the home.
- i) Awnings and carports: All awnings and carports must conform to the building codes for this type of installation, and must be able to withstand local winds. All awning and carport designs and construction must be approved by the Board.
- j) Storage Sheds: Each home site may be equipped with a wood storage shed with a composition roof. The size, location and exterior appearance of the storage shed must be approved by the Board prior to installation.

k) Gutters and Downspouts: Gutters and downspouts must be installed on manufactured homes, and connected to an adequate drainfield or to the street. Drywells may be acceptable if approved by the Board. Gutters and downspouts must be installed and connected within six (6) weeks after the home is sited.

l) Surfaces: All wood surfaces, and accessories, must be painted or stained.

m) Landscaping: Residents must landscape their site after they have received approval of their landscaping plans from the Board. Basic landscaping must be completed within sixty (60) days after the home is sited. If the weather does not permit landscaping, this time frame may be extended with Board approval.

n) No structure or storage building may be erected, sited or placed so as to cover any utility or infrastructure shut-off valve, sewer clean-out or electrical pedestal. Each Resident is responsible to make sure this important requirement is followed.

o) All exterior construction and remodeling improvements or changes to the home site requires board approval. City/County permits may be required, and are the responsibility of the Resident to obtain.

p) Fencing shall be chain link, all weather or wood fencing. The Board of Directors must approve all fencing prior to installation. Fencing must comply with City Code. Any existing fence or one built on a resident's lot space is the property of the Resident and must be maintained by them.

B. Removal

a) Residents wishing to remove their homes are required to give notice of intent to the Board at least thirty (30) days prior to moving their home.

b) Following removal of the home, the Resident shall be responsible for clearing the space of all debris and trash within ten (10) days. Trash and debris that remains 10 days after the home's removal shall be removed by the Cooperative at the homeowner's expense.

6. Space and Home Maintenance

These rules provide a standard for upkeep of individual spaces and maintain a neat and orderly community appearance.

a) Residents must keep their spaces free of debris, waste, and garbage. After notice of violation and thirty (30) days for the resident to fix the violation, the Board may clean the space and bill the Resident for the cost.

b) Yard and lawns are to be kept neat and uncluttered. You must have approval of the Board before cutting or trimming trees.

c) Gas and charcoal grills are permitted, but must not be used within 3' feet of any fence or other resident's home site. Permanent outdoor fireplaces, fire pits, and barbecue pits will

receive an onsite inspection and will require a written approval by the Board, and use must comply with all local ordinances and temporary or permanent fire restrictions.

d) Burning of garbage in woodstoves is prohibited. Burning of leaves, rubbish, etc. is not permitted.

e) Rubbish must be enclosed in a covered garbage container. Items not regularly in use must be stored inside the home or inside the utility/storage building. Residents must not keep non-working appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, furniture, etc. stored around their space.

f) Resident's use of spaces, including trellises (and similar decorative structures used for gardening purposes); gardens and landscaping must not interfere with the Board's ability to perform any upkeep and maintenance of the Park's infrastructure.

g) Permanent clotheslines are not permitted, but temporary free standing clotheslines are allowed. They must not be visible from the street, and shall not be used as a place to store clothing.

h) Residents must properly secure tarps, or other protective coverings, and are to avoid the prolonged use of any tarp for uses such as fencing, screening, or roofing.

i) Watering of lawns and the washing of cars is permitted, but should not be excessive. Water, dirt, yard debris or litter is not allowed to run into the street or another resident's lot space. All residents shall comply with the stated watering restrictions when necessary.

h) Residents have the continuing responsibility of maintaining their landscaping in a neat and weed-free condition. Lawns are expected to be kept mowed.

i) Furnishings for the patio are restricted to patio-type furniture and equipment. Patios are not to be used for miscellaneous storage.

j) Garbage cans and recycling containers must be kept in storage buildings, car ports or out of sight from the street. Garbage cans must have tight lids. Lids must be kept in place. Garbage containers must be removed from the street or curb within 24 hours of garbage pick-up.

k) The resident will be responsible for proper maintenance of their home. Gutters and downspouts must be cleaned regularly and maintained in good condition and remain connected to drain pipes that run off into the streets or drywell. Drywells must be approved by the Board.

l) All exterior surfaces and paint of manufactured homes in the Park must be maintained in good condition. All exterior surfaces and paint of skirting sheds, carports, fences and other accessories must be maintained in good condition and in the color scheme that matches or compliments the exterior siding of the home. Faded, streaked, or peeling paint should be painted by the resident as soon as possible, weather permitting. Prior to painting, residents shall obtain approval of a change of paint colors from the Board. If a resident does not follow the correct procedure, the Board may require the resident to repaint their home in an approved color at the resident's expense.

m) Residents shall maintain insulation such as “heat tapes” on water pipes under their manufactured home, to prevent freezing of their water pipes.

n) Trees taller than 20' will be professionally trimmed by a professional tree service and paid for by the Cooperative. Residents must notify the Board as to the presence of the trees in their lot space that will require trimming or removal if the tree is dead or dying. Residents are not allowed to trim trees outside of their lot space but are allowed to trim trees under 20' on their lot if done safely and in a proper manner, provided however, that the resident assumes all risks associated with trimming trees within their lot, including, but not limited to, personal injury.

o) If a Resident wishes to plant a tree, they must select a variety that will not grow over 15 feet. Certain trees are not appropriate for the Community due to possible root interference with infrastructure including underground power lines or other areas of concern.

p) Residents are strictly prohibited from digging into, cutting into or otherwise interfering with the stabilization of any hillside or slope within the Park (including the removal of vegetation) without the express written approval of the Board in each instance. As a condition of Board approval, Residents will be required to obtain and deliver to the Board, an engineering report confirming that the proposed improvements or work will not interfere with slope stability, promote erosion or disrupt ground water flow. Further, the Resident is required to obtain all applicable permits from the appropriate government authorities for the work. All such work must be conducted by a licensed and bonded contractor. Resident will be responsible for all damages, liabilities, claims and/or restoration costs resulting from Resident's failure to obtain the appropriate approval as set forth herein.

7. Fireworks

Use of ANY fireworks, including sparklers and other hand-held incendiaries, in the Park is prohibited.

8. Rule Violations

a) When a resident or a resident's guest violates a rule, as determined by the Property Manager, the Board shall determine whether or not to also impose a fine on the resident and the amount of the fine. If the Board decides to impose a fine, the maximum fine for the first violation shall be \$50, and the maximum fine for a second violation shall be \$100.

b) A second violation may result in a fine or lease termination at the discretion of the Board

c) If the Property Manager determines that a violation constitutes a material (significant) violation of these Community Rules or the Space Lease, the Board may vote to proceed immediately to terminate the resident's Space Lease and proceed to eviction, subject to compliance with the Space Lease. A violation that may be considered material/significant includes, but is not limited to, a reasonable belief that the homeowner or someone in the household (including a pet) has seriously injured someone, threatened someone with serious harm, done substantial damage to someone else's belongings or committed an act

“outrageous in the extreme” in or near the community. Outrageous in the extreme acts include, but are not limited to, illegal drug dealing, the manufacturing of illegal drugs, burglary and sex related offenses. If the Board determines that a violation is a material/significant violation of the Community Rules or Space Lease, then there shall be no opportunity for the resident to cure the violation.

d) Residents who resided within the community prior to the Cooperative’s ownership of the community may be granted relief from a Community Rule when compliance would subject a resident to immediate financial hardship. A resident must describe the immediate financial hardship to the Board in writing.

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN ANY RESIDENT AND THE BOARD OF DIRECTORS WHICH MODIFY OR AMEND THE RULES, REGULATIONS OR POLICIES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENTATIONS OR AGREEMENTS ARE INVALID AND UNENFORCEABLE. RESIDENT ACKNOWLEDGES THAT THEY HAVE RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS, HAVE READ THEM, AND AGREES TO ABIDE BY THEM.

RESIDENT/DATE

RESIDENT/ DATE