

COMMUNITY RULES & REGULATIONS

Statement of Policy

Community: **Horseshoe Grove Estates**
2510 W. 2nd St., The Dalles, OR 97058

Manager: **Horseshoe Grove is Owner Managed**
PO BOX 428 Battle Ground, WA 98604
503-877-6167

Owner: **Horseshoe Grove LLC**

Management adopts these rules and regulations to promote the convenience, safety or welfare of the tenants; make a fair distribution of services and facilities; and preserve the Owner's property from abusive use. The Community Rules & Regulations are incorporated into the lease agreement. Tenant understands that a breach of the Community Rules & Regulations by Tenant, or Tenant's occupants, guests or invitees is a breach of the lease agreement and may result in termination of Tenant's occupancy. In the event of a conflict between the provisions of the Community Rules & Regulations and the lease agreement, the provisions of the Community Rules & Regulations shall govern unless states otherwise herein.

1. Payment Options. Payments may be submitted online or by check/money order as outlined below.

- a. **Online from a bank account (ACH), debit card or credit card.** Payments may be submitted online through RENTREDI at <https://tenant.rentredi.com/getStarted> . There a \$1.00 fee to make an ACH payment using your bank account number and routing number. There is a processing fee to make a debit card or credit card payment of 3.1% of the total payment amount plus a flat \$0.30.
- b. **Cashier's check, check or money order.** Checks or money orders maybe made payable to and mailed to:
Horseshoe Grove LLC
PO BOX 428
Battle Ground, WA 98604
- c. **Cash payments are not accepted.**

2. Lease Term & Termination. Unless other wise stated in the lease agreement, the lease term is month-to-month and automatically renews for successive periods of one month beginning on the first of each month until terminated. Either party may terminate the lease agreement with thirty (30) days written notice. Management may terminate tenancy for cause as specified by law, which includes, among other causes, failure to pay rent or violation of the Community Rules & Regulations or lease agreement. Management may also terminate tenancy upon closure of the Community or for other qualifying reasons, including but not limited to: Management intends to convert the space to a use other than residential use; Management intends to undertake repairs or renovations to the space because the space is unsafe or unfit for occupancy or the space will be unsafe or unfit for occupancy during the repairs or renovations; or Management has accepted an offer to purchase the dwelling (if owned by Management) from a person who intends in good faith to occupy it as the person's primary residence.

3. Rent Adjustments & History. Ninety-days written notice will be provided prior to any rent adjustment. The rent amounts on January 1 of each of the five preceding calendar years, or during the length of Management's ownership, leasing or subleasing of the facility, whichever period is shorter, is: 2023 \$650, 2022-2019 N/A prior ownership.

4. Rent & Late Fee. Rent is due in advance on or before the 1st day of each month. There is a 5 day grace period, and if full rent, fees and other charges due are not received by the 5th day of each month, Tenant shall pay a late fee of \$50.00. Checks and money orders are considered received on the postmarked date. Any check or payment that bounces or is returned for any reason shall result in a non-sufficient funds fee of \$20.00.

5. Security Deposit. Unless stated other wise in the lease agreement, prior to occupancy, Tenant shall pay a security deposit of \$_____ (if blank, security deposit shall be one month's rent). Upon termination of the tenancy, all or a portion of such deposit may be retained by Management and may be applied to any delinquency in the payment of rent, utilities, fees, or other charges due; expenses for cleaning, restoring, and repairing the Lot; failure of Tenant to give at least thirty (30) days' written notice to vacate; and/or other costs incurred or due per the lease agreement or Community Rules & Regulations.

6. Utilities & Recycling.

- a. Tenant shall pay for and, if applicable, have individual accounts with the provider for the following utilities: **electricity** (Northern Wasco County PUD at 541-296-2226).
- b. Management shall pay for the following utilities: **water, sewer and garbage.**
- c. Management reserves the right to change utility payment arrangements, including the billing procedure, with reasonable notice to Tenant. Management reserves the right to bill Tenant separately for utility service fees and charges assessed by the utility or service provider. Any separately billed utility fees and charges shall not be considered as rent or a rent increase. Non essential utilities, such as cable TV, could be discontinued if no provider were available or bulk rates, where applicable, were not available.
- d. Management provides garbage containers and regular collection service. Do not recycle plastic bags, batteries, clothing, textile or fabric, styrofoam, or frozen food boxes. For additional guidance on how to recycle, go to: <https://www.oregon.gov/deq/recycling/Pages/Recycle-Right.aspx>.

7. Maintenance & Improvements.

- a. Tenant must maintain the Lot and all manufactured or mobile homes, sheds, carports, and improvements there on at Tenant's sole expense in an orderly and clean manner and in good condition and repair, free from the hazards of fire and other casualty. Any damage or deterioration must be promptly repaired by the Tenant.
- b. Lawns must be kept watered(if irrigation water is available),mowed and trimmed. The Lot must be kept free of weeds.
- c. Tenant may not allow the accumulation of items on the Lot. All trash, debris, garbage cans, brooms, ladders, furniture not intended for outdoor use, toys, and similar items must be properly stored and kept out of sight.
- d. Trash must be promptly placed in designated trash containers and may not be permitted to accumulate on the Lot or anywhere in the Community.
- e. Tarps are strictly prohibited and may not be used on roofs, storage sheds, or any where on the Lot.
- f. Pools are not permitted in the Community.
- g. Excessive yard decorations and flower pots are not permitted. Tenants may have up to two(2) well-maintained exterior flower pots in per Lot unless otherwise approved in writing by Management.
- h. Domestic water may not be used for irrigation purposes or for any exterior use such as car washing or filling containers.
- i. Barbeques and grills are extremely dangerous fire hazards and should not be used or stored in the Community. Management reserves the right to prohibit the use of barbeques and grills in the Community.
- j. Tenant must immediately notify Management of any needed repair or damage to common areas.
- k. All lawns, fences, paving, trees and other landscaping installed by Tenant must remain upon the Lot at termination of Tenant's occupancy, unless otherwise approved or requested by Management's in writing.
- l. If Tenant fails to comply with any portion of this provision, including failing to maintain the lawn, Management may make reasonable and necessary repairs and bill Tenant for such. If any of Tenant's personal items are found outside of the Lot, they may be picked up and discarded at Tenant's expense. In the event of damage caused by Tenant or Tenant's guests, management may make reasonable and necessary repairs and bill Tenant for such.

8. Motor Vehicles.

- a. Two (2) vehicles are permitted per household. An additional vehicle, if approved by Management, will incur a \$35.00 per month fee.
- b. Vehicles must be operable with current registration and in good condition. Vehicles may not have a broken window, flat tire, or excessive or unsightly damage as determined by Management.
- c. Vehicles must be parked in specific areas as designated by Management. It is prohibited to park vehicles on grass, yards, common areas, fire lanes, storage areas, or any place that obstructs traffic or is unsafe.
- d. All drivers must observe speed limits and stop signs as posted, and may not exceed 10 miles per hour within the Community.
- e. Vehicle repairs may not be performed in the Community. Any oil, gas or other fluid drips must be repaired and cleaned immediately by Tenant.
- f. No excessively noisy vehicles are allowed within the Community.
- g. Recreational vehicles, including trailers, RVs, and boats, may not be parked or stored on the property unless preapproved in writing by management. Management may impose a \$150.00 fee per month per recreational vehicle stored on the Community.

h. Vehicles which violate any portion of this provision may be towed without notice at the Tenant or vehicle owner's expense.

9. **Animal Policy.** Tenants are permitted to have up to two(2) household animals with Management's prior written approval and subject to the following rules and regulations:

- a. Animals are not permitted in the Community without Management's prior written approval. Temporary animal sitting or care of animals not owned by Tenant is not permitted without Management's prior written consent.
- b. Tenant is responsible for the immediate removal of all animal waste. Failing to immediately bag and dispose of pet waste will result in a \$50.00 fee per occurrence.
- c. Animals must be on a leash at all times when outside of Tenant's home. However, animals may be off leash within the Lot if the Lot is completely fenced in. Animals may not be outside without the direct supervision of a responsible person.
- d. Restricted Breeds are not allowed in the Community under any circumstances unless as an assistance animal with prior approval by Management. Restricted Breeds include: Pitbulls, Rottweilers, Chow, Akita, or any Wolf hybrid or mix.
- e. Animals shall not cause any sort of nuisance, injury, damage, or disturbance to other persons in the Community. Tenant shall be liable for any loss, damage claims, or liability, including attorney fees, directly or indirectly caused by Tenant's animal(s).
- f. Animals must be immunized and licensed according to the law.
- g. In the event of a breach of any portion of this provision, Management shall have the right to levy a fine of \$50.00 for each violation. Management reserves the right, in its sole discretion, to demand immediate removal of the animal and/or terminate the lease agreement in accordance with ORS 90.630 or 90.400.

10. **Property Loss, Insurance & Crime.**

- a. Management shall not be liable for damage, theft, vandalism, or other loss of any kind to Tenant's personal property, unless such is due to Management's negligence or intentional misconduct. Management shall not be liable to Tenant for crimes, injuries, loss or damage due to criminal acts of other parties.
- b. Tenant is strongly encouraged to purchase an insurance policy that provides liability insurance for negligent or accidental acts and omissions for which the Tenant may be liable in causing injury or damage to Management or others. Tenant is also strongly encouraged to purchase property insurance for loss of or damage to Tenant's own personal property. Management is not liable for any loss or damages to Tenant's personal property due to theft, vandalism, bursting or leaking pipes, fire, windstorm, hail, flooding, rain, lightening, tornadoes, hurricanes, water leakage, snow, ice, running water, or overflow of water or sewage. Management shall not be liable for any injury or damage caused by such occurrences, and Tenant agrees to look solely to their insurance carrier for reimbursement of his losses for such events.
- c. Management does not market, advertise, represent, offer, or provide security or law enforcement services which will prevent crime or protect Tenant or Tenant's personal property. Management and the owner do not represent or guarantee that the Tenant is safe from crime in the Community. Tenant agrees to look solely to public law enforcement, emergency services, or fire services for police, emergency, fire, security, or protection services. Tenant acknowledges that he or she has an obligation to exercise due care for his or her own safety and welfare at all times and that Management is not liable to Tenant for the criminal acts of other persons. Tenant agrees that he or she will not and cannot rely on the existence or absence of security equipment or personnel as a representation of safety from crime and understands that he or she must be vigilant and exercise caution for their personal safety at all times. Tenant waives and releases Management for any liability, injury, loss, or damages related to crimes committed by other persons against Tenant or related to allegations that the Management was negligent or failed to provide security or protection to prevent crime.

11. **Criminal Activity & Disturbances Prohibited.**

- a. Tenant, any member of the tenant's household, or a guest or another person under the Tenant's control, shall not engage in criminal activity, including illegal drug-related activity on or near the Community, and shall not engage in any activity that constitutes a threat to people or property on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, store, keep, give or use a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).
- b. Tenant, any member of the tenant's household, or a guest or another person under the Tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the Community. Tenant or members of the household will not permit the space to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- c. Tenant, any member of the tenant's household, or a guest or another person under the Tenant's control, shall not commit any act which is outrageous in the extreme, including, but not limited to: prostitution or promotion of prostitution, manufacture or delivery of a controlled substance, intimidation, burglary or any act similar in degree and is one that a reasonable person in that community would consider to be so offensive as to warrant termination of the tenancy within 24

- hours, considering the seriousness of the act or the risk to others. Also to be considered unacceptable acts are: criminal gang activity, assault, or any breach of the lease agreement or rules and regulations that otherwise jeopardizes the health, safety and welfare of the Management, his agent or other tenants or involving imminent or actual serious property damage.
- d. Tenant, Tenant's guests or another person under Tenant's control, must not be unreasonably noisy or conduct themselves in a manner that disturbs others' peaceful quiet enjoyment of the premises or Management's business operations. Radios, stereos, TV's and conversations must be kept at a level low enough not to disturb any other Tenant.
 - e. Excessive foot traffic is strictly prohibited and caused for immediate lease termination.
 - f. Violation of the above provisions shall be a material and irreparable violation of the Community Rules & Regulations and lease agreement and good cause for termination of tenancy. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
12. **Violation Fee.** A violation of the Community Rules & Regulations or lease agreement may result in a \$50.00 violation and/or lease termination subject to Oregon law.
13. **Occupants & Guests.** Tenant shall not give accommodation to any guests for greater than fifteen(15) days in a sixty(60) day period without Management's prior written consent; any guest stays which exceed this timeframe must apply and be approved for occupancy prior to continuing their stay. No home shall remain unoccupied by a Tenant for longer than (30) days without the approval of Management.
14. **Subletting, Assignment & Successors.** Tenant shall not sublet or rent out all or any part of the home or Lot without Management's prior written consent. The lease agreement shall not be assignable by Tenant. The Community Rules & Regulations and lease agreement shall be binding upon Tenant's heirs, representatives and successors.
15. **Sale or Removal of Home.** A tenant who sells a manufactured or mobile home within the Community shall notify Management in writing of the date of the intended sale at least fifteen (15) days in advance and shall notify the buyer in writing of the provisions of this section. The buyer must be screened and approved by Management prior to closing the sale and occupying the premises. Tenant shall verify in writing to Management payment of all taxes, rent, and reasonable expenses due on the home and Lot. Management reserves the right to require that based upon sale, Tenant or the purchaser perform certain required repairs to the home due to damage or deterioration. Management also reserves the right to impose as a condition of sale that Tenant comply with certain other requirements, such as payment of all past due rent, or payment of all past due taxes or assessments. If certain repairs are not made to the home following written notice from Management, the home may have to be removed from the Community and removal may affect market value of the home. Management may restrict the number of "for sale" signs on the Lot to two and may restrict the size of the signs to conform to those in common use by the home sale industry. Management hereby gives notice they are requesting first right of refusal on the sale of Tenant's manufactured home.
16. **Mediation, Attorney's Fees and Costs.** Any dispute arising from the Community Rules & Regulations or lease agreement shall be resolved by mediation. Either party may request no-cost mandatory mediation of disputes through the Housing and Community Services Department at (503) 986-2000 or <https://www.oregon.gov/ohcs/pages/index.aspx>, or a dispute resolution program described in ORS 36.155. The process by which mandatory mediation is initiated and conducted must be consistent with ORS 90.767. However, Management does not offer mediation of disputes relating to: (a) Nonpayment of rent or other fees and charges provided in the lease agreement; (b) Increases in rent; (c) Closure or sale of the Community; or (d) Disputes for which the owner/manager could terminate the tenancy with 24-hour notice under ORS 90.400, or (d) Any dispute which resulted in a non-curable notice such as a repeat rules violation or a "three strikes" violation. In any action arising out of the Community Rules & Regulations or lease agreement, involving eviction, the prevailing party shall be entitled to their reasonable attorney's fees and costs.
17. **Notices.** Any notice required to be served by Tenant to Management shall be delivered to: Horse Shoe Grove LLC PO BOX 428 Battle Ground, WA 98604; with a copy to: Office@horseshoegrove.com
18. **Ownership & Secured Party (Lien Holder).** Unless otherwise approved in writing by Management, Tenant must own the manufactured or mobile home on the Lot (i.e. it may not be rented or borrowed). If Tenant is not the owner of the manufactured or mobile home on the Lot, they must immediately notify Management and the lease may be subject to termination by Management. Tenant shall provide Management with a copy of Tenant's ownership title of the mobile or manufactured home occupying the Lot at Management's request along with the name of any lending institution(s) (or other entity or persons) who has a secured interest in Tenant's manufactured or mobile home.
19. **Collection.** Tenant must pay all collection agency fees, or other associated costs, if Tenant fails to pay all sums due under this

Agreement and provided by law. A negative credit report may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of this Agreement. Tenant authorizes Management and any collection agency hired by Management, as provided by law, to (a) contact Tenant using all legally available means and (b) to obtain Tenant's consumer credit report in an attempt to collect past due rent, late fees or other charges from Tenant. Tenant's authorization shall survive the expiration of termination of this Agreement.

20. **Businesses & Handouts.** Tenant may not permit the use of the Lot for any purpose other than as a residence and as the location of one manufactured or mobile home. No business or commercial enterprise of any nature may be conducted by Tenant in the Community nor may advertising materials be distributed or posted with the Community without Management's prior written approval. However, Community organized groups may distribute social news or materials of a non-commercial nature provided the material is also given to Management.
21. **Hazardous Substance.** Any product containing hazardous substances including, but not limited to petroleum products, oil, gasoline, paints, solvents, fertilizers, pesticides, and herbicides, shall be stored in closed containers that are in good condition and kept in manner to prevent leaking. Tenant shall not allow disposal of any hazardous substance on the Lot or within the Community.
22. **Enforcement.** Failure of Management to insist upon the strict performance of any provision of the Community Rules & Regulations or lease agreement shall not constitute or be construed as a waiver or relinquishment of Management's rights thereafter to enforce any such provision. Management's acceptance of any rent after Tenant breaches the Community Rules & Regulations or lease agreement shall not waive Management's rights or remedies created by Tenant's breach.
23. **Amendments & Miscellaneous.** Oregon Laws permit the rules and regulations to be amended by the Management from time to time; unless 51% of the units in the Community object in writing within thirty (30) days of receiving notice of a proposed rule change, it shall become effective for all tenants sixty (60) days after the date that the notice was served by the Management. If any term, conveyance, or provision of the Community Rules & Regulations or lease agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein set forth shall remain in force and effect. The Community may be sold or otherwise transferred at any time with the result that subsequent owners may close the mobile home park, or that Management may close the park at any time after the required notice.

LOT DESCRIPTION

Community: **Horseshoe Grove Estates**
2510 W. 2nd St., The Dalles, OR 97058

Manager: **Horseshoe Grove is Owner Managed**
PO BOX 428 Battle Ground, WA 98604
503-877-6167
office@horseshoegrove.com
www.horseshoegrove.com

Lot Number Leased: Refer to lease agreement

Lot Location & Approximate Size of Lot: feet by feet; see map below for reference

County: Wasco

Zone: Commercial/LightIndustrial

Federal Fair Housing Age Classification: Family

