

## **Addendum to Bristol Park Rental Agreement**

THESE RULES AND REGULATIONS ARE CONSIDERED AN INTEGRAL PART OF YOUR RENTAL AGREEMENT.

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### Section 1

#### MOBILE HOME SET-UP

- 1.1 Prior to siting any home in Bristol Park, the resident shall be responsible for coordination with the Landlord or park manager to specifically locate the position of the home on the space. Corner stakes will be set on the lot to locate the proper position of the home relative to the street and lot corners. The resident will be responsible for coordinating with the home dealer and/or transportation company that moves the home to ensure that the home is properly positioned on the space. Electrical, telephone, cable T.V., sewer, and water connections as well as placing gravel or concrete runner on the lot blocking the home, is the responsibility of the resident.
- 1.2 Each resident is responsible for any damage caused during the siting of his home and shall reimburse the landlord for any expense incurred by the landlord as a result of damage cause to the lot, curb, driveway or utility service, or any portion of the park by the resident moving in or out of the park.

### Section 2

#### MOBILE HOME STANDARDS

- 2.1 Prior to siting any mobile home in Bristol Park, the resident shall be responsible for providing the manager and/or landlord with a 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. In those cases where a resident is moving a qualifying home into Bristol Park that is not a new home, the resident shall be responsible for providing the landlord or park manager with a photograph of the home together with complete description including the size and type of materials of all improvement including storage building that will be sited in the park.
- 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 placed on the space prior to its construction and/or installation. All structures must be of factory/manufactured materials or specifically approve by the land lord prior to their construction and/or installation. The landlord reserves the right to request that all permanent structures erected by a resident on a resident space be removed at the resident's expense when the resident moves from the park.

- 2.3 All home, accessories, and/or alterations/additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.
- 2.4 All towing hitches must be removed immediately after the home is placed on the lot.
- 2.5 Manufactured homes moving into Bristol Park must be a minimum of 24' wide, and must be approved by the park management prior to move-in. 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 five years old as of the date of move-in. Management reserves the right to refuse admission to any home which does not meet park standards or the condition and/or appearance of the home is misrepresented.
- 2.6 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',9" high. A smaller window may be allowed with the prior written approval of Bristol Park on the condition that the homeowner install landscaping acceptable to Bristol Park across the front of the home to visually compensate for the lack of a window(s).
- 2.7 All homes are required to have wood, composition, wood grain, vinyl or aluminum lap siding. When wood skirting is installed, the skirting must be made of pre-treated/weatherized material that is compatible in design to the exterior of the home and painted to match the home. Brick, rock or ornamental skirting is acceptable, if approved by park management. Skirting must be continuous; any noticeable crack or seams between the skirting panels must be caulked or filled prior to painting. Skirting must be installed within thirty (30) days following set-up. Aluminum, corrugated metal, and fiberglass skirting is **NOT** allowed.
- 2.8 Temporary steps must be removed not later than thirty (30) days after set-up.
- 2.9 All homes must be connected to the sewer line with rigid pipe. The home must be placed on the space so as to cover/enclose the sewer and water connections.
- 2.10 All homes must have gutters and downspouts connected by underground 3" rigid or corrugated pipe to the curb drain. Gutters and downspouts are to be installed not later than thirty (30) days after the home is moved into Bristol Park.
- 2.11 All homes must have awnings and decks not less than the minimum sizes outlines below or as required by the City of Salem:

Patio Side:	Deck	-	48" x 72"	of continuous deck
	Awning	-	48" x 72"	of continuous aluminum factory/manufactured aluminum.

NOTE: Awning framing and supports for metal awnings must be metal. If the design of the home provides for a covered entry, a patio-side awning is not required.

Carport side: Deck - 32"x32"  
Carport Awning - 12'x30' of continuous  
factory/manufactured aluminum carport awning.

NOTE: Awning framing and supports for metal awning must be metal. Corrugated metal or fiberglass awnings are **NOT** allowed. The carport awnings must be a minimum of 12' wide by 30' long unless the terrain or lot size/shape limits awning size to a narrower width/length. As approved by Bristol Park.

- 2.12 Decks and porches must be skirted with the same material as used to skirt the home and painted or stained to match the skirting of the home. All decks/porches and steps must have hand rails, Decks must be constructed of 2" x 4" or 3" x 6" pressure treated/ weatherized wood.

Awnings and decks must be installed within thirty (30) days following set-up of the home unless other arrangements have been made in writing with park management.

- 2.13 Each resident is required to install a storage building of a size not smaller than 8' x 8' or larger than 8' z 15' to be located under the carport. The storage building shall be constructed of pre-treated wood siding painted to math the home and meet park design standards/ Storage buildings may be roofed with asphalt shingles or manufactured aluminum awning-type roofing material, so as to be compatible with the color and style of the resident's home. Anything different would have to be compatible with overall park requirements and be approved in writing by park management prior to installation.

- 2.14 Each resident shall be responsible for installing two above-ground hose-bibs (one on either side of their home). 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 which is accessible and maintained in good working order at all times. Bristol Park recommends that each resident install a water backflow device to keep renter's pipes full of water in case parks water mains are turned off temporarily. This is to maintain water in the renter's hot water tank to prevent any damage to it.

- 2.15 Each resident shall receive a SPACE LANDSCAPING WORKSHEET at the time he/she makes application for residency in Bristol Park. The worksheet shall outline a general landscaping plan which may be used as a model for preparing the resident's landscape plan. Prior to siting any home in Bristol Park, each resident must submit a space landscaping plan to park management for review and approval. No home will be allowed to move into Bristol Park until the Space Landscape Plan has been approved by park management. Installation of all space

landscaping will be completed no later than ninety (90) days following move-unless otherwise agreed upon in writing between park management and resident. The Space Landscape Plan shall become an integral part of the Rental Agreement between the resident and park management.

- 2.16 Bristol Park shall provide a standard space number for each resident to be placed on the front side of the home approximately 5' above ground level.
- 2.17 In addition to permission obtained from Bristol Park pursuant to this rental agreement, each resident is responsible for obtaining all building permits required by the City of Salem prior to the move-in and set-up of the resident's home and/or the construction of accessory building, awning, deck/porch, or structure.
- 2.18 Bristol Park reserves the right to make reasonable modifications to the home standards identified herein to accommodate special circumstances which may be dictated by the terrain of the park or the size or shape of any space.

### Section 3 MOBILE 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 all appurtenant structures such as decks, steps, storage building(s) and fences at all times. All wooden structures such as decks, hand-railings, storage building, etc. shall be painted or stained as necessary to percent their visual and/or physical deterioration.
- 3.2 Residents are responsible for maintaining all lawn areas, flowers and shrubbery within their space. Lawns shall be set back at least 12" from the home, steps, sheds, or any other structure. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged and kept free of weeds and watered as necessary. The absence of a resident for an extended period shall not relieve the resident of his/her responsibility for maintenance of the space. The resident shall be responsible for making arrangement for the care and maintenance of his/her space during any absence. If space landscaping is not properly maintained, Bristol Park reserves the right to perform whatever landscaping maintenance may be required and chard the resident directly.
- 3.3 All landscaping improvements made to the home space as provided by this agreement shall, upon termination of the tenancy by either the resident or park management/owner become the property of Bristol Park except as provided herein below. The resident may keep and take with him/her the following:  
**Note:** Nothing without written agreement.
- 3.4 Fences over 4' high will not be permitted within the park. Cyclone fences only are allowed and may be installed only in the rear yard area of the space. All fences must be approved in writing by park management prior to installation. Residents

shall be responsible for maintaining any fence located on their space. All digging over 12” in depth needs to be approved by park management, so that park service lines will not be damaged. If damage occurs and park management has not approved digging, renter will be responsible for immediate cost of repair and/or cost of long term damage.

- 3.5 Common areas, driveways, streets and resident spaces and yard areas including porches and decks are to be kept clear and free from trash and litter at all times. Children’s toys are not to be left in the streets. Garbage cans, firewood, gardening tools and equipment, etc. Must be stored in the resident’s storage shed or out of sight.
- 3.6 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture.
- 3.7 Firewood must be stored behind the home, visually screened from the street or in an approved storage shed.
- 3.8 Clothes lines and/or clothes line poles are not allowed. Articles of clothing, linens, rugs, etc. are not allowed to be draped over deck/porch railings or left outside the resident’s home.
- 3.9 Residents may, with the prior written permission from Management, erect play equipment in their backyards. Any play equipment placed on the home space must be located behind the home and within the designated boundaries of the resident’s yard. Each resident assumes responsibility for maintaining the playground equipment in serviceable condition during their turn of residency and agree to remove the equipment when they terminate their tenancy in Bristol Park.

#### Section 4 RESIDENTS AND GUESTS

- 4.1 Residents or persons occupying a home in Bristol Park must be identified in the rental application, listed in the rental agreement, and approved by park management prior to establishing residency in Bristol Park.
- 4.2 Residents shall identify in the rental application the name and phone number of a person to be contacted in the event of an emergency as well as the name, address and phone number of any home lien holder.
- 4.3 Residents hosting guest(s) who remain in the park for more than fourteen (14) days must identify their guest(s) to the park manager not later than fourteen (14) days after the guest(s) arrival at Bristol Park.
- 4.4 Any guest(s) who remain in the park for more than thirty (30) days shall be considered to be a permanent resident of the home in which they are staying;

however, no guest shall be approved as a resident not permanently allowed to occupy a home in Bristol Park unless they first apply for residency and are approved in accordance with the procedure set forth in paragraph 4.5. Furthermore, Bristol Park reserves the right to disapprove the request of any guest to become a permanent resident in the event said approval would violate the occupancy standards set forth in paragraph 4.2 above. Guests remaining in Bristol Park for more than thirty (30) days must be identified to the park manager within three (3) days following the 30 day guest residency period.

- 4.5 The total number of permanent residents occupying any home shall not be greater than 3 people in a 2 bedroom or 4 in a 3-4 bedroom. The monthly rent rate is based on a maximum occupancy of four (4) persons. There is an additional charge of \$20.00 per month for each additional approved occupant. Additional occupant charges are due with the monthly rent.
- 4.6 No resident, guest or pet may cause or any loud or disturbing noise at any time. This prohibition shall include but not be limited to parties, radios, television and stereo equipment, etc.

#### Section 5 SUBLETTING

- 5.1 No renting or subletting of a home shall be permitted. Homes must be owner-occupied.
- 5.2 Any person occupying a home during an extended absence by the owner (over fourteen (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.
- 5.3 Under exceptional circumstances, the landlord and/or park manager may approve the occupancy of a home by the person other than the owner; however, prior written permission must be obtained in advance.

#### Section 6 SALE OF MOBILE HOMES

- 6.1 Prospective purchasers of resident’s home must submit an application for residency and be approved by the landlord or park management prior to occupying any home in Bristol Park. No sale of a home in Bristol Park shall obligate park management to accept a new purchaser as a resident unless an application has been received and approved by park management prior to the sale.
- 6.2 Residents shall be allowed to leave their home in its present space and sell the home to a new resident, subject to the follow conditions:

The home shall be in compliance with or brought up to all current park standards for new homes moving into the park and, if the home is more than fifteen (15) years old, the purchaser must agree that the home will be moved from Bristol Park at the time of its sale to a subsequent purchaser.

The landlord may, at his sole discretion and in cases selected by him, grant special exception to this rule. Any special exceptions shall be in writing, signed by the landlord and resident, 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.

- 6.3 “For Sale” signs may be displayed only in a home window and must not be more than 24” wide by 18” in height.

## Section 7 UTILITIES

- 7.1 Residents shall be responsible for the payment of all utility services including water, sewer, electricity, gas, telephone, cable T.V. and garbage collection.
- 7.2 Garbage and/or garbage containers must be kept out of sight except on days when garbage is scheduled to be collected. Residents must furnish their own garbage containers.
- 7.3 Paper towels, sanitary napkins, and other large items should not be flushed down your toilet. Grease should not be poured down the sinks. Any expense incurred in clearing a sewer line blockage caused by resident negligence or misuse will be charged to the resident causing the blockage.
- 7.4 No satellite-type antenna dishes C.B./home radio antennas or exterior T.V antennas are allowed.
- 7.5 Each resident shall be responsible for ensuring that no storage building or other structure is erected or placed over any water shut-off valve, sewer clean-out or electrical pedestal that may be located on the resident’s space.
- 7.6 All digging over 12” in depth needs to be approved by park management, so that park service lines will not be damaged. If damage occurs and park management has not approved digging, renter will be responsible for immediate cost of repair and/or any cost of long term damage.

## Section 8 PETS

- 8.1 House pets are under twenty (20) pounds at maturity may be allowed, in the resident obtains prior written permission from the park manager. A vision or

hearing disabled resident may be allowed to have a specially trained dog larger than 20 pounds with the written permission of Bristol Park. Said permission shall become apart of the rental agreement between the landlord and the resident. An additional pet may be allowed if the resident receives prior written approval. No outside dog runs, dog houses, or pets living outside of the home are 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 spaces. Noisy, unmanageable or unruly pets that cause complains will not be allowed to remain. All pets shall be maintained on a leash when not inside the owner's home. Pets shall not be left leashed or tied up outside a resident's home during any period of absence by the resident. Excreta (pet droppings) must be cleaned up promptly by pet owners.

## Section 9 VEHICLES

- 9.1 Each space is provided with off-street parking beside the home for two passenger vehicles. A third passenger vehicle may be allowed with prior management approval if the resident provides the additional paved concrete space (plus additional fee). No commercial vehicle(s) or equipment is allowed to be parked on a homeowner's space. 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.
- 9.2 The landlord/ park management reserves the right to require that any vehicle, including vehicles owned by residents, 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 of the park, or if the vehicle is in such a dilapidated condition that it distracts from the appearance of the park. Were the landlord/manager intends to remove a vehicle from the park under this rule, a 24 hour notice will be given to the vehicle owner, in person, if possible, or by posting a notice on the windshield of the vehicle. If the vehicle is not removed from the park within 24 hours, the vehicle will be removed from the park at the owner's expense.
- 9.3 Guests may park their cars in the off street designated areas when visiting a resident but must ensure that they are parked in a location so as not to block any neighbor's access or restrict traffic flow within the park. No overnight parking in the designated areas and no parking on the streets is allowed by guests or residents.
- 9.4 Driveways of vacant home spaces may be used for guest or overflow parking with the manager's permission.
- 9.5 Trucks larger than  $\frac{3}{4}$  ton must have prior written permission from the manager before they will be allowed to enter the park and/or park on a resident space. Trucks of one (1) ton or larger will not be allowed to park overnight on a space.

- 9.6 Vehicles parked in violation of park rules will be towed away and/or impounded at the resident's expense.
- 9.7 The speed limit within the park for all vehicles is limited to ten (10) miles per hour.
- 9.8 Recreational vehicles including motor homes, campers, and/or travel trailers may be left on a resident's space for up to 48 hours to accommodate loading and/or unloading. Boats, and/or camper units not mounted on a vehicle are not allowed to be stored on the resident's space. If RV parking becomes available in the future, residents will be notified regarding costs, rules and regulations, etc. and will become part of this addendum.
- 9.9 Motorcycles are not allowed in Bristol Park except by prior written permission and must be registered with the park manager. Noisy motorcycles will not be allowed. Unregistered motorcycles may not be stored in the park.
- 9.10 Loud vehicles shall not be operated in the park at any time.
- 9.11 No repair of autos, motors, engines, trailers, boats or other similar equipment is allowed, and no auto equipment, engines, motors, etc. shall be washed anywhere in the park.

Section 10  
DISPUTE RESOLUTION

- 10.1 Any resident(s) having a dispute with any other resident or park management over interpretation and/or enforcement of a park rule or policy may:
  - A. Request a meeting with the park manager to discuss the dispute.
  - B. If the meeting with the park manager does not satisfactorily resolve the dispute, the resident(s) may request a meeting with the park owner, or management representative of the park owner, if the owner uses a property management company.
- 10.2 MEDIATION: If step 10.1 above is not successful, either the landlord or the resident(s) may request mediation of the dispute by notifying the other party in writing. Within fifteen (15) days of receipt of such request, both parties and the mediator shall meet at an agreeable time and place within fifteen (15) days and attempt to mediate the dispute. The mediators will select the time and place for the meeting and may at their option, select a third mediator to assist. The mediator(s) will have five (5) days after the hearing to resolve the dispute. If either party does not agree with the solution suggested by the mediator(s), then either party may request arbitration as outlined below.

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 outlines below.

- A. Selection of arbitrator: 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 elect a third arbitrator to arbitrate the issue. All of the cost of the arbitration and the arbitrators will be agreed to and shared equally by both parties. Costs shall not exceed \$200.
- B. Hearing: The arbitrator(s) will conduct a hearing after giving both parties reasonable time to prepare for the hearing. The arbitrator 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 arbitrator(s) shall render a decision and serve written notice of the decision on all parties.
- D. Appeals: If either party to the arbitration does not agree with the arbitrator's decision, they may appeal the decision by making an appropriate filing with a court of competent jurisdiction within thirty (30) days following receipt of the arbitrator's decision.

Section 11  
MISCELLANEOUS

- 11.1 Bristol Park reserves the right to amend, revise, and/or add additional rules and regulations. Notice of any change(s) in the rules and regulations shall be distributed to all residents in writing and shall become effective after thirty (30) days written notice is mailed or delivered to each resident.
- 11.2 Any approval, consent, or waiver which these rules and regulations require must be obtained in writing, signed by an authorized representative of Bristol Park (landlord/property manager, etc.), and obtained prior to doing the act for which approval, consent or waiver is to be obtained.
- 11.3 By signing this agreement, tenant is showing the willingness and agreement to abide by all stated rules and regulations.

I hereby acknowledge that I have received a copy of the Rules and Regulations of Bristol Park.

\_\_\_\_\_  
RESIDENT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RESIDENT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER/AGENT

\_\_\_\_\_  
DATE