

Rosewood Homeowners Cooperative Community Rules

Welcome to our community ("the Park")! We wish to provide a pleasant, attractive, safe and affordable place for residents to live. All communities need some basic rules to accomplish this goal in providing a safe and tranquil community. The future value of your home rests on our community's appearance and reputation in the region. These rules help facilitate these goals and assist in a safe and properly functioning Park.

These rules apply to all member homeowners and all other persons living in the home, as well as guests. They apply equally to Rosewood Homeowners Cooperative ("the Cooperative") members and non-members. 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 Rosewood Homeowners 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"). Questions, comments, or suggestions must be submitted to the Board in writing and signed.

- 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 request. 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. When notice is required in the Rules, the notice will be in writing. Receipt of the notice by the resident shall be considered complete three (3) days after mailing or after it is hand delivered to a person eighteen (18) years or older living in the home, in addition to a mailed notice. Notices may be posted on the home but must also be mailed to be effective.
- 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 approval by the Board.

f. Residents may be required to carry Homeowners or Renters liability insurance with Rosewood Homeowners Cooperative as co-insured, in a reasonable amount that may be determined by the Board.

g. Rosewood Homeowners 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

Our goal is 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 guest's children, pets, and/or their assistance animals. They are also responsible for actions of workers on their lot space or community spaces.

b. Residents must conduct themselves in a reasonable manner at all times, and must not disrupt, threaten or harass other residents, their guests or workmen performing work on behalf of a resident or the Cooperative.

c. Public intoxication is prohibited.

d. 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 and the Space Lease.

e. Growing, processing or usage of marijuana may only be conducted in non-public areas (generally within a resident's unit). 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.

f. No commercial or in-home businesses are allowed, including daycare, with the exception of non-physical internet commerce. If residents are negatively impacted by any business activity within the community, the business must cease operation. No visible signage or other advertising is allowed.

g. Excessive noise levels are to be avoided at all times. Noise includes, but is not limited to, dog barking, music, outdoor/indoor conversations, motor vehicles, social events, loud pets or assistance animals. Quiet hours are 10:00 PM until 8:00 AM.

h. Vandalism, damage, or graffiti of any kind will not be tolerated either in community spaces, private property and/or structures including park infrastructure or to any resident's home,

lot or property. The Board must be notified in writing of any vandalism, damage or graffiti either to community spaces or property as well as resident's space or property within three (3) days of discovery.

i. Vandalism, damage or graffiti must be repaired or removed in 30 days by the Resident of the space. If the vandalism or graffiti is not repaired or removed within 30 days, the Board may repair or remove it after providing 24 hours notice to the Resident and the cost will be charged to the Resident, or the person responsible for the vandalism, damage or graffiti, if positively identified.

j. Littering within the community is not permitted. This includes but is not limited to trash, paper, cigarette or cigar butts or food.

k. 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 Lease.

l. Every resident has the right to reasonable use community designated spaces except areas of community designated spaces and infrastructure support buildings or areas that are accessible only to designated individuals by Board approval and clearly marked with "No Trespassing" signs.

m. No Resident shall encroach in any way on another resident's space or community sidewalks, streets, greenspaces, airspaces or community infrastructure. Encroachment includes but is not limited to plantings, building fences or structures including storage buildings or home or carport structures, parking vehicles, trailers, or RVs. All encroachments may be removed upon ten (10) days written notice to the encroaching party.

n. Discharge of firearms (including BB, air and paintball guns), archery equipment, and all other weapons is strictly prohibited.

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

p. Any guest staying for more than fourteen (14) consecutive days, or for more than twenty (20) days total within a twelve (12) month period, 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. The Board recognizes that there may be extenuating circumstances. These circumstances should be described in writing, signed and submitted to the Board prior to the end of the 14 day period.

q. 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.

r. Children under the age of 16 riding wheeled toys must be accompanied by an adult.

3. Vehicles

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

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

b. At all times vehicles must be operated in a careful manner in the community 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 community. Engine noise should be kept at a moderate level and unnecessary revving of engines is prohibited.

d. Each resident's space contains ample parking. Parking on the street is not permitted. Sufficient access by emergency vehicles must be provided at all times.

e. Equipment: such as boats, trailers, recreational vehicles, ATV's, motorhomes, RVs etc., may only be parked in member spaces for up to 48 hours. If the item is to be stored permanently, the resident must get Board approval. In the event Board approval is not received, these items may be parked in the RV storage area, subject to availability and a monthly storage fee may be applicable. Stored equipment must be kept in good condition, particularly if the equipment is visible in community. A resident may also request permission from the Board to build an additional storage shed for equipment storage so long as the shed meets the requirements laid out in Section 5, Subsection i. of the Community Rules.

f. No major repair of vehicles may be done within the Park. A major repair is defined as the dismantling of a vehicle, parts of an engine or drive train, or the lifting of any wheel off the ground for the purpose of repair other than repair of a flat tire. No painting or body work will be permitted. Performing minor repairs and maintenance is acceptable. Disabled vehicles that are not stored properly must be removed from the Park within three (3) months. A request for an extension should be written, signed and submitted to the Board and must state why the resident cannot remove the vehicle in the three (3) months time and give a time when the vehicle will be removed.

- g. No motor oil or any caustic or non-biodegradable substance or glyphosate based products, or other hazardous substance shall be deposited in any street, sewer system, or on the ground within the Park. A Resident who violates this provision will be responsible for any damages caused by such materials or any required clean-up.
- h. Non-operational 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, must be stored properly. Vehicles that meet this description and are not stored properly, 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.
- i. Visitor parking spots shall be available to guests on a first come/first served basis. Any vehicle of guests parked in this space cannot stay longer than 24 hours parked. If any owner or tenant wants to make use of this space for a guest for more than 24 hrs., the board will specify how long the approval is applicable, upon advance board approval. RHC members and people living in the community are not to use visitor parking, ample space is given in each space/lot for parking.

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. Mountain View Cooperative expects all community members to familiarize themselves with all local pet ordinances and to comply with those laws while residing in the community. We also require that residents spay, neuter, and vaccinate animals; also register their pet(s) with the county. 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. Park household may own two pets. Fish, birds and small caged animals are permitted. Certified service animals are permitted as provided by law.
- b. 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.
- c. Farm animals are prohibited in the Park. Only chickens that were owned by a resident prior to the purchase of the Park may be allowed to remain in the Park provided they meet and continue to meet the criteria as set forth in this Section 4. No new or additional chickens will be permitted. Chicken and chicken coops must be kept in a clean and orderly manner that is in compliance with county ordinances.

- d. Exotic and wild animals may not be kept in the Park.
- e. When walking pets, residents must carry a bag, use it to contain their pet's refuse, and must dispose of it in a garbage receptacle.
- f. Dogs must be kept on a leash while in common areas, or contained within the resident's space or yard. Dogs must not bark to the extent that other residents are disturbed. Animals that have threatened or bitten a resident or guest, and/or have damaged the property of other residents in the community, may be removed from the community. The victim of the incident shall contact law enforcement officials and notify the Board about the incident.
- g. No outdoor pet kennels or exterior dog runs are permitted.
- h. All dog walking or similar service providers are expected to comply with these rules as well.

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 community.

A. Set-Up

- a. The Board of Directors must approve and has the right to inspect and view any home before it is moved into the community. 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 home moving into the Park must be obtained prior to leasing of the home site. Please refer to the Board approved "Park Pack" for further requirements and information.
- 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 community. 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 contacting utility companies relating to the connection of all utilities, including electrical, telephone, television, and water, with supervision by the onsite maintenance personnel. 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 must receive prior approval from the Board. It is called to your attention that high voltage wires are buried underground, and it could be dangerous to dig without knowledge of the location of these wires. Residents are required by law to call line locate services 811 to mark location of underground utilities 48 hours prior to digging on their lot space at any and all times before and after home sitting and residency.

f. All wiring and plumbing, either inside or outside of the manufactured home, must comply with state and local codes. Any changes necessary in altering community 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. It is necessary that an access door be installed in the skirting for easy access to utilities. 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 community. 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 thirty-six (36) inches x forty-eight (48) inches. All handrails must be bolted. No temporary steps allowed after sixty (60) days from the siting of the home.

i. Storage Sheds: The size, location and exterior appearance of sheds must meet all local building codes and be approved by the Board prior to installation. The maximum storage shed size shall not exceed 15' x 10'.

j. 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.

k. Surfaces: All exterior surfaces, and accessories, must be painted or stained. Exterior color choices must be board approved before painting and any reasonable color request will be approved by the board.

l. Improvements: All improvements requiring local building code permits that are not permitted before being built will be required to be removed at the homeowner's expense. No homemade be sold with unpermitted improvements. However, once violations are remedied and the Board has been notified and confirmed the remedies are complete, the home may be sold, as long as all other approvals and requirements have been met.

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 thirty (30) days. Trash and debris that remains 30 days after the home removal shall be removed by the Cooperative at the homeowner's expense.
- c. Lot space must be clear of any chemicals, residues or environmental hazards.

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 at the homeowner's expense.
- b. Yard and lawns are to be kept neat and uncluttered.
- c. Gas and charcoal grills are permitted but must not be used within 3' feet of any fence or other resident's lot space.
- d. Window air conditioners, etc., are allowed, but must not be visible from the street.
- e. 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, old 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 community's infrastructure.
- g. Fencing shall be chain link, all weather vinyl or wood fencing. The Board must approve all fencing prior to installation. Fencing should be not higher than four (4) feet in the front of the homesite and six (6) feet in the back of the home site. Any existing fence or one built on a resident's lot space is the property of the Resident and must be maintained by them.
- h. Clotheslines are permitted, but must not be visible from the road.
- i. Residents must properly secure tarps, or other protective coverings, and are to avoid the prolonged use of any tarp for uses such as fencing or roofing.

- j. Watering of lawn, shrubbery and plants should not be excessive. Water, dirt, yard debris or litter is not allowed to run into the street or another resident's lot space. Lawns are expected to be kept mowed. All residents will be expected to comply with the stated watering restrictions when necessary.
- k. Furnishings for the patio are restricted to patio-type furniture and equipment. Patios are not to be used for miscellaneous storage if visible from the street.
- l. The Resident will be responsible for proper maintenance of home gutters and downspouts and drains. They 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 prior to installation. No gutters or downspouts or drains are allowed to drain into another resident's lot space or home. These requirements also apply to any carport or other structure requiring gutters and downspouts or drains.
- m. All exterior surfaces and paint of manufactured homes in the community 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. Faded, streaked, or peeling paint should be painted by the Resident as soon as possible, weather permitting.
- n. Residents are encouraged to maintain insulation such as “heat tapes” on water pipes under their manufactured home, to prevent freezing of their water pipes.
- o. Hot tubs must comply with applicable federal and state laws and local ordinances as to their construction, installation, and maintenance. While hot tubs are permitted, they must be covered appropriately as outlined in Douglas County code when they are not in use.
http://www.co.douglas.or.us/building/pdfs/swimming_pool_permit.pdf
- p. All swimming pools will need to be in a fenced yard. Swimming pools under twelve (12) inches are permitted in a fenced yard and must be emptied and covered when they are not in use.
- q. 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.
- r. 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 Park due to possible root interference with infrastructure including underground power lines or other areas of concern.
- s. A yard debris burn pile is provided for residents to use. No garbage, diapers, pet litter or items other than yard debris and lumber or paper are allowed. No item soaked or wet with any

substance is allowed. Residents must adhere to burn pile signs with all posted rules and may not burn any items themselves. Items will be burned only by authorized persons under supervision during allowable burn days. There is no specific or set schedule for burning.

t. Resident lot spaces must be clearly marked with their lot space number in a size and area where it can be clearly seen from the street both during the day and the night. This is to facilitate emergency vehicle response and access as needed in addition to package delivery.

u. Community/Common spaces are not lit and all residents and their guests must take appropriate measures for safety when on or in these areas or spaces.

v. Snow and/or ice removal is not provided by the Park for any areas of the Community/Common Areas or Resident areas. Residents are responsible for snow and ice removal on their lot space as needed.

w. Holiday decorations and political signage may be used for a total of no more than 45 days including before and after each specific holiday.

x. Residents are limited to displaying no more than two (2) signs (including, but not limited to “for sale” or political signs) that are visible from the street or other public areas. The signs should be no larger than two (2) feet by three (3) feet.

7. Fireworks

All fireworks are prohibited in the community year-round.

8. Drones

Use of drones over resident homes and yards is prohibited. Drones may be flown in public airspaces such as the designated field. Drones are for recreational use only and not to invade the privacy of any resident.

9. Rule Violations and Relief Clause

a. When a resident or a resident’s guest violates a rule, as determined by the Board, the Board shall determine whether to or not to impose a fine on the resident and the amount of the fine. Mediation will also be encouraged and explored.

b. If the Board determines that a violation constitutes a material (significant) violation of 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 and 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 Space Lease, then there shall be no opportunity for the resident to cure the violation.

A resident who engages in criminal activity while a resident of the community may be found to have committed a material violation of the Space Lease if the Board determines that the criminal activity constitutes a demonstrable risk to resident safety and/or property. In making this determination, the Board shall consider the nature, severity, and recency of the criminal conduct, the facts or circumstances surrounding the criminal conduct, the age of the individual at the time of the conduct, how long ago the criminal conduct occurred, other conduct of the resident while a resident of the community, any rehabilitation efforts undergone by the resident, and the degree to which the criminal conduct demonstrates a risk to other residents and/or their property.

c. Residents who resided within the Park 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.

CERTIFICATION OF SECRETARY OF ROSEWOOD HOMEOWNERS COOPERATIVE

The undersigned, being the duly qualified and acting Secretary of Rosewood Homeowners Cooperative, hereby certifies that the attached copy of the Community Rules is the full, true, and correct copy, and is now in effect, that said document was duly adopted by the members of Rosewood Homeowners Cooperative, by member vote on 3/9/2023, and that said voting was held pursuant to the Bylaws of the Corporation.

By: 
Cathie L. Sullivan (Mar 11, 2023 07:23 PST)
Secretary, Rosewood Homeowners Cooperative

Print name: Cathie L Sullivan

Date: Mar 11, 2023







2023-03-09 RHC Community Rules

Final Audit Report

2023-03-11

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