# Cedar Glen Estates Co-op Rules and Regulations

#### 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 those goals.

These rules apply to all member home owners and all other persons living in the home, as well as guests. They apply equally to Cedar Glen Estates Co-op members and nonmembers. 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 by the Cooperative Bylaws.

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## Section 1: Nomenclature

- 1. "Cedar Glen Estates Co-op": Are the legal "owners" as explained in the Articles of incorporation, Section IX, which consists of memberships but without shares of membership stock. Each home within the park that has joined as a member will have one vote as also explained in Section XI of the same articles.
- 2. "Co-op Directors": There will be five Directors that have been nominated and voted upon by the members who shall manage the affairs of the Co-op for the homeowners. They will be known as the "Board of Directors".
- 3. "Homeowners": Are individuals that own or are presently paying a mortgage for their individual home in which they reside within the "community" on their individual leased lot. They are now required to pay their apportioned lot leased amount share to collectively service any "Cedar Glen Estates Co-op" loans, and all other day to day costs to manage the park.
- 4. "Community": The word "community" or "manufactured home community" encompasses all land and infrastructure, but also includes the people and their individual leased lots for all manufactured homes that reside here.
- 5. "Lot": The area/section/site of land that each individual homeowner manufactured home sits upon.
- 6. "Renter": Someone other than a homeowner and the homeowners family that is and has approval from the "Cedar Glen Estates Co-op" to reside in the community in a room in a specific homeowner's home while paying rent to said homeowner. The renter will also be held accountable for all rules and regulations printed in this booklet.
- 7. "Property Manager/Management": If it is determined by the Co-op's financial lenders, "ROC", The State of Oregon, or the board members of the "Cedar Glen Estates Co-op" that formal property management is warranted, then it will be instituted. If one is hired, then they will act under the guidance of the "Cedar Glen Estates Co-op", and they will perform and enforce all duties as dictated under the rules and regulations.

## Section 2: General

Residents may at any time request clarification or interpretation of these rules by the Board of Directors of the Cedar Glen Estates Co-op.

- a. Any requests of the Board must be submitted in writing to the Secretary of the Board at least fourteen (14) days prior to a scheduled Board meeting.
- b. Residents with disabilities have the right to request waivers or modifications of the rules if required by a reasonable accommodation. The Board may establish by resolution additional forms and procedures to be followed in making such requests. The Board and applicable resident(s) must keep a copy of said 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 18 in the household or three (3) days from the date of mailing by first class United States mail. 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. Rentals are not permitted. Occupancy shall not exceed two (2) persons per bedroom.
- f. Residents are required to carry Homeowners or Renters liability insurance with Cooperative named as co-insured, and proof of insurance must be submitted to the Board within 30 days of signing Space Lease Agreement. If the Resident is in possession of an RV on the Cooperative's property, the RV must be insured.
- g. The Board retains the right to make exceptions to these rules in special circumstances where making such an exception is prudent and

reasonable. The Board will revisit exceptions on a regular basis to determine whether they are still in the best interest of the Community.

h. Cedar Glen Estates Co-op will not discriminate on the basis of race, color, age, sex, sexual orientation, marital status, familial status, religion, national origin, or mental or physical disability and will follow all state and federal laws.

## Section 3: 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 guest's children, pets, and/or their assistance animals. They are also responsible for actions of resident-hired 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 or their guests.
- c. Residents, along with their guests, may only enter another's space or home when invited. 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.
- d. Public intoxication is prohibited in all common areas.
- 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). 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 as to cause an unreasonable nuisance to neighboring residents.
- 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 10:00pm until 8:00am.
- 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. Discharge of firearms (including BB, air and paintball guns), archery equipment and all other weapons is strictly prohibited within the Community, with only very limited exceptions for self defense or the defense of others. This does **NOT** release the individual that has discharged a firearm from any possible civil liability or criminal wrongdoing. All residents that own or possess firearms within the Community must be responsible and abide by all federal, state and local laws regarding the handling and storage of firearms in a safe manner. **IF THERE ARE ANY DOUBTS, OR THIS IS NOT UNDERSTANDABLE PLEASE CONTACT THE BOARD FOR MORE DETAILED INFORMATION!**
- k. Any person(s) evicted from the park for cause shall not be permitted to return, with the exception of short term visitations by written Board approval.
- 1. Any guest staying for more than fourteen (14) consecutive 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. All guests are required to follow all rules and regulations.
- m. Displaying "For Sale" signs on any parked vehicle in a common area is prohibited.
- n. 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 2, 3 and 4 wheeled vehicles.
- o. There is **NO** feeding of wildlife or animals in common areas. There is **NO** shooting of wildlife or animals at **ANY** time.
- p. All homes in the Community must be owner-occupied. Residents must occupy a home as their primary residence or sell their home. No rentals are permitted, except if a household has renters at the time of acquisition of the Community.

#### Section 4: 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. Engine noise should be kept at a moderate level and unnecessary revving of engines is prohibited. Motorized trail bikes, go-carts and all-terrain vehicles are not to be used in the park.
- d. Each resident's space is provided with off-street parking spaces. Short term street parking is permitted during the day, until dark. After dark, short-term parking is allowed in the overflow parking lot in the RV area if available. Vehicles must have the home owner's name, unit number and phone number placed on the dash. **Parking on the street overnight is not permitted.** Parked vehicles shall not block entryways, driveways or access for emergency vehicles. Sufficient access by emergency vehicles must be provided at all times.
- e. A resident with a recreational or extra vehicle to be parked in the RV area may apply to the Board to lease an RV space, if available and subject to the payment of a separate lease fee. RVs have priority parking in this area. Equipment such as boats, trailers, ATV's, etc., shall not be stored in driveways. These items must be parked in the RV section of the community. A 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.
- f. Major repairing of vehicles may be done within the unit's garage and never on the street or common areas. 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 also acceptable.

- g. 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 caused by such materials.
- h. 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.

### Section 5: 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 creates a healthy environment for all.

All residents and their guests are expected to familiarize themselves with all local pet ordinances and to comply with those laws while residing in the community. We also requtheir pet(s) with the county. ire that residents spay/neuter and vaccinate their pets along with registering 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. Rules regarding pets also apply to the pets of guests. Each resident will be held responsible for their guest's pet behavior or damage. Noisy, unmanageable or unruly pet behavior that causes complaints is prohibited.
- b. Pets must not be allowed to run free in the common areas.
- c. Only domestic household pets, of a 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, turtle, etc.).
- d. Exotic and wild animals are not allowed in the park.
- e. Pets capable of causing damage to persons or property are not allowed in the park. Any injury or damage caused by a resident's (or guests) pet will be held financially responsible for all medical or repair costs. **Owners must be in control of their pet(s) at ALL times.**
- f. When walking a pet, residents must carry a bag and use it to contain their pet's fecal matter which will then be disposed of in a garbage receptacle. Dogs (and cats) must be kept on a leash while in common areas, or contained within the resident's space. Dogs must not bark to the extent that other residents are disturbed. A refuse bag dispenser will be made available by the mailboxes.
- g. Dogs that have threatened or bitten someone or damaged the property of other residents may be removed from the park, at the Board's sole discretion.

- h. Permanent outdoor pet kennels require written approval by the Board. There shall be no exterior dog runs. Pets cannot be left outside overnight. Please respect quiet hours.
- i. Cats are allowed only inside the pet owner's house or yard area or on leashes in common areas. Loose cats aren't allowed.
- j. If owners repeatedly violate pet policies, the Board may require that pet's removal from the park.

#### Section 6: Space & Home Maintenance

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

- Residents must keep their spaces free of debris, waste and garbage. After notice in writing of violation, residents will have thirty (30) days to fix the issue. After thirty (30) days, the Board may clean the space and bill the resident for the cost.
- b. Yard and lawns are to be kept neat and uncluttered. This also includes the sidewalk in front of your home if you have one. DO NOT blow debris out into the street. You must have approval of the Board before cutting trees.
- c. Gas and charcoal grills are permitted but must not be used within three (3) feet of any fence or other resident's lot space. Permanent outdoor fireplaces, fire pits, and barbecue pits will require a written approval by the Board prior to installation, and will receive an onsite inspection by the Board once installed. All permanent outdoor fireplaces, fire pit and barbecue pits existing upon adoption of these community rules are subject to periodic inspection by the Board.
- d. Burning of garbage in woodstoves is prohibited. Outdoor burn piles for burning of leaves, rubbish, landscape waste, etc. is prohibited.
- e. Rubbish must be enclosed in covered garbage containers. Lids must be kept tight and kept in place. 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. Garbage containers must be removed from the street or curb within 24 hours of garbage pick-up.
- f. Resident's use of spaces, including trellises (and similar decorative structures used for gardening purposes such as gardening or landscaping) must not interfere with the Board's ability to perform any upkeep and maintenance of the Park's infrastructure.
- g. The Board must approve all fencing prior to installation. Front yard fencing is strictly prohibited. Any existing fence or one built on a resident's lot space is the property of the resident and must be maintained by them. No fencing over 6 feet in height will be permitted.
- h. Permanent clotheslines are not permitted but temporary, freestanding clotheslines are allowed. They must not be visible from the street, and shall not be used as a place to store clothing.

- i. Residents must properly secure tarps or other protective coverings, and are to remove any tarp for uses such as fencing or roofing as soon as weather permits..
- j. Watering of lawns and the washing of cars is permitted but should not be excessive. Rubbish, yard debris or litter is not allowed to run into the street or another resident's lot space. All residents will be expected to comply with the stated state watering restrictions when necessary.
- k. Furnishings for the patio are restricted to outdoor patio type furniture and equipment. Patios are not to be used for miscellaneous storage.
- 1. All exterior surfaces and paint of manufactured homes in the park must be maintained in good condition. This includes all exterior surfaces such as skirting, sheds, carports, fences and other accessories. 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. Trees under 20' can be trimmed by the resident as long as it can be done safely. Residents will assume all risks associated with trimming trees within their lot, including but not limited to personal injury. Residents must notify the Board of trees on their lot that will require trimming, or removal if the tree is dead or dying.
- o. If a resident wishes to plant a tree, they must select a variety that will not grow over 15'. Certain trees are not appropriate for the community due to possible root interference with infrastructure including underground power lines or other areas of concern. Board must approve all tree plantings.
- p. Fireworks: Only fireworks approved for sale in the State of Oregon are allowed in the park, provided however, the Board has the discretion to limit firework use if a resident or resident's guest are using fireworks in a manner that is unsafe or endangers another resident's home or property. Residents choosing to use fireworks will be responsible for all injuries or damages associated with the firework use. Residents will be responsible for cleaning up and safely disposing of all debris left from firework use or displays. Note: safety rules by county and local restrictions apply.

- q. Each homeowner shall be responsible for installing the space number on the front side of their home approximately 5 feet above ground level and clearly visible from the street. Space number should be 6in minimum. This is to help the emergency vehicles to locate homes accurately.
- r. Residents have the ongoing responsibility of maintaining their landscaping in a neat and weed-free condition. Lawns are expected to be kept mowed. The use of beauty bark (bark dust) in the landscaping is recommended and will need to be renewed as it grows old, faded, and deteriorates.
- s. Heat pumps and air conditioners must be located to the rear of the home and screened so as not to be visible from the street. Roof top coolers are not allowed.
- t. All construction and removal of buildings, additions, porches, sheds, children's play facilities, and decks are to have prior written approval by the Board of Directors. Applications are to comply with applicable building codes, and federal and state regulations, including the Oregon Manufactured Dwelling Installation Specialty Code. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the building permit is to be given to the Board of Directors before work begins, and will be placed in the homeowner's file.
- i. All homes, accessories, and/or alterations/additions shall comply with applicable federal, state, and county statutes and ordinances as to their construction, installation and maintenance.
- j. Permission for modifications to the land the home sits on must be submitted in writing to the Secretary of the Board at least fourteen (14) days prior to a scheduled Board meeting.
- k. All roofing materials must meet building code, and the Board must approve any roof replacements.

# Section 7: Home Set-up & Removal

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

#### Home Set-Up:

- a. The Board 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 home 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 must receive prior approval from the Board. It is called to your attention that high voltage wires and other utilities may be buried underground and could be dangerous to dig without knowledge of the location of these utilities. Residents must call line locate services to mark location of underground utilities prior to digging on their rental space.
- 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 park wiring or plumbing must first be approved by the Board.

- g. 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 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. Gutters and Downspouts: Gutters and downspouts must be installed, and connected to an adequate drain field 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.
- j. Surfaces: All wood surfaces and accessories besides fences must be painted or stained.
- k. 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.
- 1. 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.

#### Home Removal:

- a. Residents wishing to remove their homes are required to give notice of intent to the Board 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 ten (10) days after the home's removal shall be removed by the Cooperative at the homeowner's expense.

#### Section 8: Rule Violations

- a. When a resident or 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. 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. A third violation may result in an additional fine or lease termination at the discretion of the Board.
- b. If the Board determines that a violation constitutes a 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 significant includes, but 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, manufacturing of illegal drugs, burglary and sex related offenses, and fireworks that result in harm to old growth (well established trees) or another residents property. 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.

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.

These Rules & Regulations were approved by majority vote of the Members of the Cedar Glen Estates Cooperative on April 30, 2022.

Rachel Vance

Secretary