

# "Mountain View 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 assists in a safe and properly functioning Park.

These rules apply to all member home owners and all other persons living in the home, as well as guests. They apply equally to Mountain View 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 Mountain View 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 are required to carry Homeowners or Renters liability insurance with Mountain View Cooperative as co-insured. Proof will be required. The amount of coverage to be carried is \$250,000.
- g. Mountain View 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 or their guests or workmen.
- 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 residents' 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 hour notice to the Resident and the cost will be charged to the Resident, or the person responsible 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, and who wishes to remain in the community must qualify as a household occupant or a temporary occupant and be added to the lease or must execute a temporary occupancy agreement, unless the guest is a caregiver for a resident with a disability as defined by law. In order to qualify as either a household occupant or a temporary occupant, they must first apply to the Board and meet the occupancy requirements set in section 3.1 of the Bylaws. 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 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 parking **for two vehicles**. Residents must use their allotted parking spaces in lieu of parking in the street. Overnight street parking is allowed, provided however, that at no time may vehicles block driveways or streets. Sufficient access by emergency vehicles must be provided at all times.
  
- e. Residents shall be responsible for the removal of stored vehicles that are parked on the street. A "stored vehicle" is defined as a vehicle that does not have a current license tag and/or is inoperable. Vehicles left in the driveway, or designated parking area, by residents taking an extended vacation or who are away from their residence for an extended period are not considered "stored vehicles" if the Board is notified in advance of the situation and has approved it.
  
- f. Equipment, such as boats, trailers, recreational vehicles, ATV's, motorhomes, RVs etc., may be stored in Residents' spaces. If the item is to be stored permanently (longer than 30 days), the resident must get board approval. In the event Board approval is not received, these items may be parked in the RV storage area of the community for a monthly storage charge, subject to availability. Stored equipment must be kept in good condition, particularly if the equipment is visible in the 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 j. of these Community Rules.

- g. Major repair of vehicles may be done within the community on a reasonable timeline, but not more than one (1) month. Residents are required to notify the Board in writing prior to beginning the repair and to provide an estimate of the length of time the repair is estimated to take. 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. Minor repairs and maintenance are acceptable without Board notice. Disabled vehicles that are not stored properly must be removed from the community 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) month time and give a time when the vehicle will be removed.
- h. 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 provisions will be responsible for any damages caused by such materials or any required clean-up.
- i. 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.
- j. Recreational Vehicles are not to be washed on the premises. Washing your personal vehicles is permitted only in your driveway.

#### 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 households 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, including poultry, are prohibited.
- 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.
- g. 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.



- h. No outdoor pet kennels **or exterior dog runs** are permitted.
- i. 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.
- 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, 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. 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. Shed height shall be no higher than the existing home and exterior appearance must match the home. The shed shall not be used for living space. The maximum storage shed size shall not exceed the limitations of the lot boundaries and setback should be a minimum of five (5) feet from the space boundary.
- i. 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.

- j. 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.
- k. 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 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. 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.
- e. 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.
- f. 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.
- g. Clotheslines are permitted.
- h. Residents must properly secure tarps, or other protective coverings, and are to avoid the prolonged use of any tarp for uses such as fencing or roofing.
- i. 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.
- j. 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.
- k. 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.

- l. 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.
- m. Residents are encouraged to maintain insulation such as "heat tapes" on water pipes under their manufactured home, to prevent freezing of their water pipes. Exterior water access pipes in Residents lot must be winterized and safely covered.
- n. Homeowners must receive prior written permission from the Board before installing a hot tub on their space. 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 when they are not in use.
- o. Swimming pools over twelve (12) inches in height must get board approval before set up. 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.
- p. Hot tubs and swimming pools approved by the Board may require an outside water source to fill depending on its size. No hot tub or pool may be emptied in such a manner as to cause a safety hazard or run- off into an adjoining Residents lot.

- 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.
- r. If a Resident wishes to plant a tree that will grow over 20' they must receive prior written approval from the Board. 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. All Resident lot lights must be replaced immediately upon burning out. LED light bulbs are to be used due to lower electricity cost. 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. Toilets shall be kept in good repair and not run continuously. No paper towels, sanitary napkins, diapers, dental floss or large items should be flushed down your toilet.
- x. Kitchen sinks should be maintained properly including no disposal of grease into sink.  
Residents will be financially responsible for expenses incurred clearing a sewer line blockage due to Residents misuse or negligence.
- y. Holiday decorations may be used for a total of no more than 45 days including before and after each specific holiday.

## **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 also 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 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.
- c. Residents who resided at Mountain View Cooperative prior to the Cooperative's ownership of the community may be granted relief from a Community Rule when compliance would subject a Resident to immediate financial hardship. A Resident must describe the immediate financial hardship to the Board in writing.

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN ANY RESIDENT AND THE BOARD WHICH MODIFY OR AMEND THE RULES, REGULATIONS OR POLICIES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENTATIONS OR AGREEMENTS ARE INVALID AND UNENFORCEABLE.

RESIDENT ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.



**CERTIFICATION OF SECRETARY OF MOUNTAIN VIEW COOPERATIVE**

The undersigned, being the duly and acting Secretary of Mountain View 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 Mountain View Cooperative, by Member vote on 12/9/2023, and that said voting was held in pursuant to the Bylaws of the Corporation.

By: Jimmy Gehrke  
Secretary, Mountain View Cooperative

Print name: Jimmy Gehrke

Date: 3-27-24