

RULES AND REGULATIONS

A Private Residential Apartment Community

Management has the authority and responsibility to enforce all Rules and Regulations. These Rules and Regulations have been adopted and published to all residents and will be provided to future residents. Living in close proximity with others requires consideration and sense of accountability for your actions as well as those of your family members and/or guests.

Thank you for your consideration and cooperation.

I. SCOPE OF RULES AND REGULATIONS

Rules and Regulations, as presently adopted, subsequently amended or modified, apply to residents, their family, temporary residents and/or guests. Each resident is responsible for ensuring that his/her family and guests know and follow the rules and regulations.

II. RESIDENTS

Residents are responsible for the actions of their families and guests.

III. VIOLATION AND ENFORCEMENT PROCEDURE

The Landlord Tenant Act provides for written notification to residents regarding the noncompliance with the rental agreement or the rules and regulations. Such notification may include termination of the rental agreement.

IV. GENERAL USE AND MAINTENANCE

The term "COMMON AREA" denotes the areas outside the apartments that are maintained by Management.

Apartment entry areas, balconies, decks, patios and backyards are not storage areas. Areas visible to the outside must be kept neat and free of clutter: no trash, laundry, broken furniture, dead plants, empty boxes, storage items or unsightly objects.

2. Common entrances, passageways or driveways must not be obstructed or used by residents for any purpose, other than entrance and departure.
3. Garbage cans, household supplies, bottles and cans and other similar articles shall not be placed outside the confines of an apartment.
4. No part of the common elements shall be used for commercial activities of any kind. This shall not apply to the use of apartments by the Manager for display, marketing, or promotional purposes.
5. Burning of trash or unsightly accumulation of new or used building materials or litter of any kind shall not be permitted within any apartment or upon any common elements.
6. No structure of a temporary character, trailer, tent, shack, barn or other building will be allowed upon any common element at any time.

V. VEHICLE AND GUEST PARKING

1. All vehicles must be registered with the office before parking on the property.
2. Non-operating, non-movable vehicles may not be stored on the property. Inoperative or unauthorized vehicles are subject to tow at the resident's expense. Vehicle maintenance and repairs are not permitted in the parking areas.
3. Guest parking is allowed only in spaces without numbers. Guest parking is on a first come, first serve basis. Parking by guests longer than twenty-four (24) hours will require approval from the Management.
4. Vehicles parking in any unauthorized area or zone will be subject to immediate tow at the owners expense.
5. For the safety of everyone, please observe the five miles per hour speed limit.
6. Except with the consent of the Management, no trailer, truck camper, motorcycle, boat, boat trailer, or other recreational vehicle shall be parked on any portion of the Property.
7. Back-in parking is not allowed.

VI. COMMON AREAS

1. Excessive noise in all common areas is prohibited. Activities including skateboarding, roller-skating, roller-blading and sledding are not allowed. . In addition, scooters and/or motor driven scooters that do not require licensing are prohibited.
2. Running and/or playing in the parking lot is not allowed.
3. Quiet time is requested after 10:00 PM. Residents are responsible for the conduct of their guests and guests are expected to follow the rules and regulations.
4. No alcoholic beverages are to be consumed in the common areas or parking lots by residents or guests.
5. No resident shall cause or permit anything, including but not limited to, signs, awnings, canopies, shutters, radio or television antennas, satellite dishes or air conditioners to be displayed or affixed to the apartment unless written approval is granted by the Management.
6. Nothing shall be done in any apartment, or in common areas, which will impair the structural integrity of the building.
7. Each resident shall keep the parking space, which pertains to such resident's apartment in a neat, clean and sanitary condition.

VII. PETS

1. Pets are not allowed.
2. Guests' pets are not allowed.

VIII. INSURANCE

1. Do not keep or do anything in any apartment or common area which will increase the rate of insurance on the buildings or contents beyond that customarily applicable for residential apartment use.
2. No resident shall permit anything to be done or kept in any apartment or common area which will result in the cancellation of insurance on any building, or its contents, or which would be in violation of any Federal, State, County, or City regulatory authority.
3. Neither Management nor the Landlord shall be responsible for personal property left in the common area and facilities or any other location on the premises.

a. INSURANCE REMINDER: The apartment building's insurance policy does not cover the contents of your apartment or personal liability. You are advised to obtain a renter's insurance policy. If you do not have this insurance, we strongly urge you to contact your insurance agent without delay.

Resident Initial _____

IX. TRASH COLLECTION AND REMOVAL

1. All trash from your home should be bagged, sealed or tied and placed in the trash containers.
2. Do not place any burning materials or hazardous chemicals in the containers.
3. Do not place old furniture / broken toys, etc. by the dumpster. Tenants are responsible for removal of such items.

X. SECURITY

Security is very important to all residents living at the complex.

1. Should anything suspicious occur, report it immediately to the police and the Management office.
2. Lockouts occurring after office hours are subject to a \$5.00 fee.

XI. SOLICITING

1. For your privacy and security, we cannot permit peddling or soliciting. Please report any activity of this sort to the office immediately.

XII. SWIMMING POOL

1. Swim at your own risk. There is no lifeguard on duty.
2. Pool hours are 10:00 AM to 10:00 PM Monday — Saturday and 12:00 Noon — 10 PM Sundays during pool season.
3. Each apartment is permitted two (2) guests per day. Residents must accompany their guest at the pool.

4. Oregon State Law states that anyone under the age of 14 must be accompanied by an adult over 18, who can swim.
5. Food or alcohol is not permitted in the pool area. Glassware is not allowed at anytime.
6. No smoking in or around the pool area. This will be strictly enforced.
7. Bathing suits only. Cut-offs or non-swimming clothing are not allowed.
8. Keep noise to a minimum. No screaming, running, diving, dunking or throwing people into the pool. Management reserves the right to disallow all other activity that is deemed improper to the comfort or safety of other swimmers.
9. Persons with a communicable disease, bandage or open wounds are not allowed to use the pool. All persons with diapers are required to wear plastic pants.
10. Radios, CDs, TV's, etc. are permitted only with headphones.
11. Owner or Management reserves the right to close the pool for repairs or any unsafe condition. We also reserve the right to refuse use of the pool to anyone.

REMEMBER - - - NO LIFEGUARD ON DUTY- - - SWIM AT YOUR OWN RISK

XII. MISCELLANEOUS

1. Residents shall not engage in any illegal or noxious activity in any apartment or in the common elements, nor shall anyone do anything either willfully or negligently, which may be or become an annoyance to the other residents. The resident, members of the resident's household, guests, or any other person under the resident's control **shall not engage in criminal activity, including illegal drug activity, on or near the premises and shall not engage in any activity that constitutes a threat to people or property on or near the premises.** As described in ORS 90.400 (3), the landlord, after 24 hours' written notice specifying the cause, may immediately terminate the rental agreement in any of the following situations:

a) The tenant, someone in the tenant's control or the tenant's pet seriously **threatens immediately to inflict personal injury, or inflicts any substantial personal injury**, upon the landlord or other tenants; or the tenant, someone in the tenant's control, or the tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises or upon a person other than the tenant on the premises with permission of the landlord or another tenant;

b) The tenant or someone in the tenant's control **intentionally inflicts any substantial damage to the premises;**

c) The tenant or someone in the tenant's control commits *any* act which is outrageous in the extreme. An "act outrageous in the extreme" includes, but is not limited to, the following acts which the tenant or person in the tenant's control has in fact committed on the premises or in the immediate vicinity of the premises:

i) **Prostitution or promotion of prostitution**, as described in ORS 167.007 and ORS 167.012;

ii) **Manufacture or delivery of a controlled substance**, as described in ORS 475.005, but not including delivery as described in ORS 475.992 (2)(b);

(iii) **Intimidation**, as described in ORS 166.155 and ORS 166.165, including the act of seriously threatening, or physically harming, people or property out of a

perception regarding a person's race, color, religion, national origin, or sexual orientation; or

(iv) **Burglary** as described in ORS 164.215 and ORS 164.225.

d) With regard to "acts outrageous in the extreme" as described in this section, an act can be proven to be outrageous in the extreme even if it is one that does not violate a criminal statute.

e) With regard to prohibited acts which are defined by existing criminal statutes, the **landlord's standard of proof for termination of the rental agreement shall remain the civil standard**, proof by a preponderance of the evidence.

2. The tenant and other persons on the premises with the consent of the tenant shall conduct themselves in a manner that will **not disturb the neighbors' peaceful enjoyment of the premises**.

3. The landlord retains control over any common areas of the property for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205 (5). Common areas are locations shared by tenants, such as laundry rooms, courtyards, hallways between dwellings, building entryways, and parking lots. This clause does not apply on property where there are no areas commonly shared by multiple tenants (e.g., most single family detached dwellings).

4. In the case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of this addendum shall govern.

5. Residents shall not conduct or permit the noisy use of any musical instrument, operation of radio/s (including vehicular stereo or radio), television, amplifier or loud speaker/s in a manner, which disturbs the residents of any other apartment.

6. Owner or Management will not be responsible for injuries sustained or a loss incurred while using any facility located on the premises.

7. Residents and/or guests who smoke are requested to dispose of cigarette butts properly (trash receptacles), not on property grounds, parking lot areas, flower pots, etc.

8. To request maintenance in your apartment, obtain a Maintenance Repair & Request Form from your Manager. This form must be completed and signed by the resident. The law will not allow Management to enter any apartment unit without written permission from the resident (except in case of emergency or posted 24-hour notice).

XIV. EXCLUSION CRITERIA

Any nonresident will be directed to leave and may be barred from returning to the premises if that person does one or more of the following:

- ✓ Makes unreasonable noise.
- ✓ Engages in fighting or in violent, tumultuous, or threatening behavior.
- ✓ Substantially interferes with any right, comfort, or convenience of any resident or employee. ✓

Engages in any activity that constitutes a criminal offense.

- ✓ Damages, defaces, or destroys any property belonging to the property or any resident or employee.

- ✓ Litters on the premises.
- ✓ Drives in a reckless manner.
- ✓ Consumes or possesses an open container of any alcoholic beverage in the common areas without being accompanied (meaning actual physical presence) by an adult 21 years of age or older who is a resident of the complex.
- ✓ Violates any applicable city or county curfew ordinance.

Any person who fails to leave the premises after being directed to do so, or who returns to the premises after being given such direction, will be subject to arrest and prosecution for criminal trespass under ORS 164.245.

Please sign and return to the office within 5 days of receipt

I have read, understand and agree to comply with the Rules and Regulations.

Name_____

Date_____

Name_____

Date_____

Name_____

Date_____

Name_____

Date_____