

a homeownership neighborhood of the Confederated Tribes of the Grand Ronde Community of Oregon

# MANUFACTURED HOME SUBDIVISION

## COVENANTS RULES & REGULATIONS

Adopted April 16, 1997 Revised August 13, 1997 Revised January 17, 2006

a Confederated Tribes of the Grand Ronde Community

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## Section 1 PURPOSE

- 1.1 The Tribal Council purchased and developed the Grand Meadows property for the purpose of providing a residential community for Tribal Members. In keeping with this purpose, and in order to insure the health and safety of its residents and maintain the overall quality of the community, GRTHA enacted the Covenants, Conditions and Restrictions (CC&Rs), and subsequently made modifications to these CCRs to be known as the Covenants, Rules and Regulations (CR&Rs), and declares that each home site in the community must be held, transferred, sold and conveyed subject to the rules, conditions and restrictions set forth herein.
- 1.2 These Covenants, Rules and Regulations are an integral part of the Grand Meadows land lease agreement.

## Section 2 TERMINOLOGY

- 2.1 These Covenants, Rules and Regulations (CR&Rs), are referred to as the rules
- 2.2 These rules apply to the manufactured home community known as Grand Meadows, which is referred to as the community.
- 2.3 The owner of the community is the Confederated Tribes of the Grand Ronde, and will be referred to in these rules as CTGR. The manager of the community is the Grand Ronde Tribal Housing Authority, and will be referred to in these rules as GRTHA.
- 2.4 The individuals who lease a home site in community from CTGR will be referred to in these rules as homeowner(s).
- 2.5 The manufactured homes which homeowners place on home sites they lease from CTGR will be referred to in these rules as home(s).

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- 2.6 The individual lots in the community leased to homeowners by CTGR will be referred to in these rules as home site(s).
- 2.7 The home site lease agreement entered into between GRTHA and the homeowner, of which these Rules form an integral part, is referred to in these Rules as "land lease agreement" or "agreement".

## Section 3 GENERAL

- 3.1 Any alterations to the exterior of the homeowner's home or improvements (including fencing, garages, awnings, color scheme changes, and the like) constructed on homeowner's home site must have the prior written approval of GRTHA, whether those alterations or improvements are required by the land lease agreement or these rules, or whether they are voluntarily proposed by the homeowner. Improvements or alterations to the home or any storage building must be made with compatible material and color to match the home.
- 3.2 Neither the community nor GRTHA is required to provide a security patrol or security systems. Homeowners are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Homeowners observing any suspicious or illegal acts are requested to notify local law enforcement officials.
- 3.3 GRTHA may waive one or more requirements of these rules on a showing by homeowner that special circumstances exist which distinguish the homeowner's situation from that of other homeowners. Special circumstances include: (1) need to move and cannot sell home; (2) accessibility considerations for disabled occupants; (3) unforeseen circumstances of additional children in the home; (4) differences in size of home site or terrain which make compliance with one or more of these rules impossible or extremely difficult.
- Any homeowner's request for a waiver must be in writing and addressed to the GRTHA. In acting on any request for a waiver, GRTHA will consider the results to the homeowner if no waiver is granted, the expense to either GRTHA or the community if a waiver is granted, the impact of any waiver on the

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community as it is now constituted, or may reasonably be constituted in the future.

- 3.5 Any approval, consent, or waiver which these rules require to be obtained from GRTHA must be obtained in writing, signed by an authorized representative prior to doing the act for which approval, consent, or waiver is to be obtained, particularly prior to initiation of any construction.
- 3.6 Failure of GRTHA at any time to require performance of any rule contained herein shall not limit the right of GRTHA to enforce the rule, nor shall any waiver of any breach of any rule be a waiver of the rule itself or any other rule.

A violation of the rules listed in Section 3 is subject to a Class C fine.

## Section 4 MANUFACTURED HOME SET – UP

New Move-in, Replacement or Improvement Related Applications

- 4.1 Prior to placing any home in community the homeowner is responsible for coordinating with GRTHA to specifically locate the position of the home relative to the street and home site corners. The homeowner will be responsible for coordination with the manufactured home dealer and/or transportation company that delivers the home to ensure that the home is properly positioned on the home site. Placement of the home, carport, garage, and any accessory improvements must be in accordance with the five (5) foot set back requirements of Polk County (see GRTHA for details).
- 4.2 The move in, assembly and blocking of the home as well as, electrical, telephone, sewer, natural gas, cable television hook ups, as well as provision of required foundation and footings are the responsibility of the homeowner. Utility services are provided to each home site lot line. Homeowner is responsible for obtaining all required permits and installing underground connections to the home. The electrical meter must be installed on the pedestal provided.

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- 4.3 The homeowner is responsible for the top soil, final grading, gravel, and/or the relocation of any utilities.
- 4.4 Each homeowner must install and maintain a sufficient amount of landscaping in order to prevent the run off of storm water onto neighboring home sites. Installation must be completed within ninety (90) days of occupancy unless otherwise agreed upon in writing between GRTHA and the homeowner due to extenuating circumstances
- 4.5 All towing hitches must be removed immediately after the home is placed on the home site.
- 4.6 If the home does not already come equipped, the homeowner is required to install two above ground hose bibs (one on either side of their home). All above ground piping must be protected from freezing. All above ground plumbing must be connected to an underground shut off/gate valve which is accessible and maintained in good working order at all times.
- 4.7 All homes must be connected to the sewer lines with rigid pipe. The home must be placed on the home site so as to cover the sewer and water connections.
- 4.8 Homeowner is responsible for any damage caused during the placing of his or her home and shall reimburse CTGR or other homeowners for any expense incurred by the said result of damage caused to the home site, curb, driveway, other home sites, utility services or any portion of the community by the homeowner moving in or out of the community or doing other alterations.
- 4.7 All items referenced in Sections 4.2, 4.3, 4.5 and 4.7 must be installed by a licensed, bonded contractor and meet the requirements under the current Oregon Manufactured Dwelling and Park Specialty Code.

A violation of the rules listed in Section 4 is subject to a Class C fine.

## Section 5 MANUFACTURED HOME STANDARDS

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- 5.1 Prior to placing any home in community the homeowner is responsible for providing the GRTHA with an accurate description of the manufactured home including size and all appurtenant structures.
- 5.2 Homes moving into community must either be a new Marlette Home, or a similar home with comparable specifications. The homes must be either double or triple wide, a minimum of 840 square feet of living area, and must be approved by GRTHA prior to move-in. All homes must have composition asphalt shingles or the equivalent with a gable profile. GRTHA reserves the right to refuse admission of any home which does not meet community standards or the condition and/or appearance of the home is misrepresented.
- 5.3 All homes, accessories, and/or alterations must comply with applicable federal state and local statutes and ordinances as to their construction, installation, and maintenance. A homeowner may not occupy a home prior to the final inspection and approval by an appropriately licensed Building Inspector and a GRTHA representative.
- 5.4 All homeowners must install (a) a concrete driveway 12 feet wide, to a maximum of 50 feet in length, extending from the street to the end of the carport to allow off-street parking for 2 vehicles at each home site, and (b) a 3 foot wide concrete walkway to the front entry of the home. Placement and construction of all structures, driveways, and walkways must be completed prior to occupancy of the home.
- 5.5 All homes must have a moisture barrier and be placed on a concrete perimeter foundation, consisting of reinforced footings along the perimeter and center length of the home. All homes must include a continuous 6 inch split-face concrete block foundation wall. No more than 24" of exposed foundation wall may be visible from the street. This must be completed within thirty (30) days after placement of the home.
- 5.6 Prior to occupancy, homeowner is responsible for installing or constructing the following:
  - a) Pre-painted continuous aluminum or galvanized metal gutters and down spouts connected by underground 3" rigid pipe to a

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bubbler. Gutters and down spouts must be installed on all drip edges of the home, and carport, or garage.

- b) A front and rear entry deck with steps and handrails. Porches, steps, and handrails must be stained or painted (sealed if cedar) to match the home.
- 5.7 Homeowner must also install one (or more) of the following:
  - a) Storage shed, preferably sided and painted to match the home. The storage shed shall be anchored to the ground to resist wind.
  - b) Either a carport or garage.
  - c) GRTHA will review material lists and drawings submitted by the homeowner of proposed carports, storage sheds or garages to ensure they meet the community requirements.
- 5.8 All items referenced in sections 5.4, 5.5, 5.6, and 5.7 must be installed by a licensed, bonded contractor and meet the specifications provided by the Oregon Manufactured Dwelling and Park Specialty Code and/or HUD's manufactured home requirements.

A violation of the rules listed in Section 5 is subject to a Class C fine.

## Section 6 MANUFACTURED HOME AND HOME SITE MAINTENANCE

- 6.1 Each resident is responsible to maintain and keep clean and in good repair the exterior of their home as well as all attached structures such as decks, steps, carports, storage buildings, and fences at all times.
- 6.2 Driveways, streets, and homeowner's home site, must be clean and orderly, and in compliance with CTGR's Public Safety Ordinance. Garbage cans and/or trash must be stored in the homeowner's carport, garage, storage shed, or out of sight from the street.

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- 6.3 Furniture left outside a home must be limited to items commonly accepted as outdoor or patio furniture. No unsecured household appliances can be placed outside of the home. Storage of any type beneath the home, including any material of an explosive nature is prohibited.
- 6.4 All play equipment must be located within the designated boundaries of the homeowner's yard. Homeowner assumes responsibility for maintaining playground equipment in serviceable condition and agrees to remove the equipment when the tenancy is terminated. Homeowner agrees to defend and hold GRTHA harmless from any and all claims, suits, damages and actions resulting from homeowner's play equipment and/or above ground pools including but not limited to wading ponds, hot tubs and spas. Where homeowner has a pool, homeowner shall provide a fence with a self-latching gate. A spa or hot tub must be equipped with a locking mechanism. Items that could be considered an attractive nuisance must be erected and maintained in a safe manner.

A violation of the rules listed in Section 6 is subject to a Class B fine.

## Section 7 HOMEOWNERS AND GUESTS

- 7.1 Homeowner must respect the peace of the community and see that their guests do the same.
- 7.2 Homeowner is responsible for the actions of occupants of their home, as well as guests, licensees and invitees.
- 7.3 Home businesses which provide for services or the limited sale of products are permitted, provided that they are consistent with the residential purpose of the community. The rules apply to all home business activities (related to parking, excessive noise, nuisance, congestion, etc.), and an infraction will be considered a violation of these rules.

A violation of the rules listed in Section 7 is subject to a Class C fine.

## Section 8 PARKING / VEHICLES

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- 8.1 No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on a homeowner's home site.
- 8.2 Inoperable vehicles may not be stored or left in homeowner's driveway, home site or anywhere in the community. Inoperable vehicles will be impounded or towed after 30 days from the date of notice of violation, per Section (d)(3)(b) of the CTGR Public Safety Ordinance, the owner will then have 30 days to redeem the vehicle from impoundment. Homeowner is responsible for the cost of towing and impoundment of their vehicles. All costs incurred by GRTHA will be assessed to the homeowner.
- 8.3 Homeowner parking is restricted to the homeowner's driveway, carport, or garage.
- 8.4 Homeowner may park any number of passenger vehicles in their driveway as long as no vehicle extends into the street. Vehicles may not be parked in yards. Guests may park their vehicles in a homeowner's driveway, carport, or garage or other designated off street parking areas when visiting a homeowner. Vehicles must be parked in a location so as not to block any neighbor's access, or restrict traffic flow within the community. NO ON-STREET PARKING IS ALLOWED.
- 8.5 Motor homes, travel trailers, recreational vehicles, and boats are not allowed to be stored in, or used for homeowner or guest occupancy in the community. Homeowners are allowed to park their motor home or travel trailer at their home site for a period seventy-two hours before and after trips.
- 8.6 Gas-powered all-terrain vehicles, such as quads, dirt bikes or gas powered scooters, are not allowed to operate in the community.
- 8.7 The maximum speed permitted in the community is ten miles (10) per hour. GRTHA reserves the right to prohibit any vehicle from the community, if, in the GRTHA'S determination, a vehicle constitutes a hazard to the community. It is
  - the responsibility of the homeowner to clean up any spills or stains caused by either their vehicle or their guest's vehicles.

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8.8 No major vehicle repairs are to be made on the homeowner's home site. Homeowners may do minor repairs or maintenance on their vehicles in the homeowner's garage. Any grease or oil that leaks from the vehicle must be cleaned up and properly recycled or disposed of immediately upon completion of the maintenance.

A violation of the rules listed in Section 8 is subject to a Class C fine.

#### Section 9 PETS

- 9.1 Well mannered pets are allowed to live in the community. Pets must be kept on the homeowner's home site and are not allowed to roam unattended on the streets, common areas, or on other homeowner home sites. All pets must be maintained on a leash when not inside the homeowner's home, and are to be secured in the homeowner's backyard, preferably within a fenced enclosure. Pet droppings must be cleaned up promptly by the pet owner.
- 9.2 Pet owners are responsible for any damage to community facilities, neighbors' property, or injuries to other persons, caused by their pet. Noisy, unmanageable or unruly pets that cause complaints are not allowed to remain in the community. No farm or exotic animals are allowed.
- 9.3 Any guest of the homeowner must comply with all pet rules of the community. Homeowners are responsible for any damages that occur as a result of a guest's pet.

A violation of the rules listed in Section 9 is subject to either a Class C fine or referral to CTGR for enforcement through the Public Safety Ordinance.

## Section 10 HAZARDOUS WASTE / SOIL CONTAMINATION

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10.1 No motor oil, or any caustic or non-biodegradable substance may be deposited in any street drain, sewer system or on the grounds within the community. Homeowner is responsible for the cost of cleaning up any caustic or non-biodegradable substance deposited by homeowner in community or on his home site.

A violation of the rules listed in Section 10 is subject to either a Class B fine or referral to CTGR for enforcement through the Public Safety Ordinance.

## Section 11 LANDSCAPING

- 11.1 The type of fencing allowed in the community is limited to chain link, wood, or re-cycled plastic/lumber product, and cannot exceed a maximum of six (6) feet in height. Fencing is not permitted between the street and the front of the home if it blocks visibility for traffic.\*
- 11.2 Trees, including those located on the homeowner's home site may not be removed or planted without prior approval from GRTHA. \*
- 11.3 Maintenance of all landscaping is the responsibility of each homeowner.

A violation of the rules listed in Section 11 is subject to a Class C fine.

<sup>\*</sup>Refer to Section 12.7 for digging restrictions.

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#### Section 12 UTILITIES

- 12.1 Payment for electrical, telephone, cable TV and natural gas, is the responsibility of each homeowner.
- 12.2 Garbage, water, and sewer may be paid as part of the lease payment to GRTHA, or directly by the homeowner, at the homeowner's option. This determination must be made at the time of the initial lease execution and will be reflected in the lease rate. Each homeowner is expected to conserve usage. If these charges are paid through the lease, usage will be monitored and excessive consumption will be billed to the homeowner.
- 12.3 Paper towels, sanitary napkins, and other large items should not be flushed down toilets. Grease should not be poured down sinks. Any expense incurred clearing a sewer line blockage caused by a homeowner's negligence or misuse will be charged to the homeowner causing the blockage.
- 12.4 Each homeowner is required to use the garbage cans provided by the local sanitary district. Cans must be stored in the homeowner's carport, garage, storage shed, or otherwise out of sight from the street, and placed at the curb on collection day.
- 12.5 Access to TV cable service is provided to each home site. Homeowner is responsible for the cable hook up and monthly service charges. A satellite dish up to 24" in diameter is acceptable, if properly installed. For specifications for satellite dishes and installation guidelines contact GRTHA. No CB/home radio antennas or exterior TV antennas are permitted.
- 12.6 Each homeowner shall be responsible for ensuring there are no obstructions to access of any water meter, water shut off valve, sewer clean out, electrical / telephone / cable TV pedestal which may be located on their home site.

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12.7 All digging over 12" in depth must be approved in writing by GRTHA so that underground service lines will not be damaged. If damage does occur and GRTHA has not approved the digging, the homeowner will be responsible for any cost of repairs.

A violation of the rules listed in Section 12 is subject to a Class C fine.

#### Section 13 HOME SITE IMPROVEMENTS

- 13.1 Homeowners are responsible for installing all improvements in accordance with Sections 13.2 through 13.5 of these rules. Any additional improvements which homeowner wishes to construct on his or her home site must be diagrammed on drawings or plans and must show the size, design, and materials to be used.
- 13.2 No permanent alterations are to be made to the exterior of the home or to the home site without prior written approval of GRTHA. GRTHA reserves the right to approve or deny any exterior accessory or structure added to the home or placed on the home site prior to its construction and/or installation. To provide for fire safety, appearance and reduced congestion, the number of storage sheds and other outbuildings is limited to two (2). GRTHA reserves the right to request that any additional permanent structures erected by a homeowner be removed at the homeowner's expense when the homeowner moves from the community.
- 13.3 Each homeowner is responsible for installing their house number on the front of their home facing the street approximately five (5) feet above ground level.

A violation of the rules listed in Section 13is subject to a Class C fine.

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#### Section 14 SUBLETTING

14.1 Homes must be owner-occupied. No rental or subletting of a home is permitted. Homeowner may not assign or transfer his or her interest in the land lease agreement.

A violation of the rules listed in Section 14 is subject to a Class A fine.

## Section 15 SALE OF MANUFACTURED HOME

- 15.1 Prior to selling their home the homeowner must inform GRTHA of their intentions to sell. Any potential homebuyer must be approved by GRTHA for residency in the community, and must obtain a land lease agreement from GRTHA.
- 15.2 For Sale signs are limited to one sign not more than 24" wide and 18" high and attached to a post placed in the front of the home.

A violation of the rules listed in Section 15 is subject to a Class C fine.

## Section 16 TERMINATION OF LAND LEASE AGREEMENT

- 16.1 Homeowner must give GRTHA seventy-two (72) hour notice before removing their home from its home site and community. Prior to the removal of the home, all due lease payments for the home site, utilities and services must be paid in full.
- 16.2 Improvements will become the property of CTGR upon termination of the home site land lease agreement, except as otherwise provided in the agreement.

A violation of the rules listed in Section 16 is subject to a Class A fine.

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## Section 17 PUBLIC / COMMON AREAS

- 17.1 Public and common areas are provided for the enjoyment of everyone in the community. Homeowners should ensure that litter is properly disposed of in public or common areas. Public and common areas are not to be used for personal storage or usage.
- 17.2 Wetlands are located in the center of the community, and consist of the large common area which includes a small stream/pond and related vegetation. This is a protected area under both tribal and federal law, and is an important environmental asset to the Grand Ronde ecosystem. Dumping garbage or disposing of anything in the Wetlands is strictly prohibited. Under no circumstances may homeowners or their guests remove shrubs, trees, plants or other vegetation from the Wetlands, nor shall homeowner place any structure or conduct any activity in or around the Wetlands that may have an adverse impact on the Wetlands. Homeowners should report any violation of this policy to GRTHA.

A violation of the rules listed in Section 17 is subject to a Class B fine.

## Section 18 ENFORCEMENT AND DISPUTE RESOLUTION

- 18.1 If homeowner fails to complete improvements, do maintenance, or otherwise take some action required by these rules, GRTHA has the option of taking that action for the homeowner. If homeowner takes some action not in compliance with these rules (such as constructing an improvement without approval), GRTHA has the option of undoing what homeowner has done. If GRTHA exercises this option, homeowner shall be responsible to GRTHA for GRTHA'S expenses in doing the work at cost plus 20% for administrative fees.
- 18.2 In addition to, or in lieu of the above, GRTHA may assess a fine against a homeowner who fails to comply with these rules. Any fine assessed by GRTHA

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will be within the range identified on a posted fine schedule which GRTHA will develop and amend from time to time.

- 18.3 Prior to undertaking any correction action pursuant to 18.1 or assessing a fine under 18.2, GRTHA will send the homeowner a notice of the violation and the date by which the violation must be corrected in order to avoid corrective action by GRTHA or the assessment of a fine. If the violation is not corrected by the date identified in the notice, GRTHA will send a second notice identifying (1) the amount of expenses and fees owed if GRTHA undertakes a correction action, or the amount of the fine assessed, and (2) the payment due date.
- 18.4 If a homeowner disputes GRTHA's assertion that these rules have been violated, or the amount of expenses and fees owed if GRTHA undertakes a correction action, or the assessment of a fine, the homeowner may file a dispute in writing with the Executive Director within ten (10) days of receipt of a notice described in 18.3. Within five (5) business days of the filing of the dispute, the Executive Director will schedule a meeting with the homeowner to discuss the dispute. Within five (5) business days of the meeting, the Executive Director will prepare and provide the homeowner a summary of the meeting discussion which shall include the following: (1) names of meeting participants, (2) date of the meeting, (3) nature of the dispute, and (4) any changes in the enforcement action as a result of the meeting.
- 18.5 In the event a homeowner fails to pay amounts owed to GRTHA, such nonpayment will be considered a debt to GRTHA. GRTHA may pursue collection of such debt through the small claims court or the debt collection procedures and remedies provided for by Tribal ordinance (such as the Debt Collection Ordinance and the Member Benefit Ordinance), or a combination of the above.

## Section 19 AMENDMENT OF RULES

19.1 GRTHA reserves the right to make reasonable modifications to these rules if needed for health or safety purposes or necessitated by a change in Tribal or Federal law. Homeowner will be given at least 30 days notice of any such modification.

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#### GRAND MEADOWS HOMEOWNWERS ACKNOWLEDGEMENT:

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN GRTHA AND ANY HOMEOWNER WHICH MODIFY OR AMEND THE RULES OR POLICIES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENTATION OR AGREEMENTS ARE INVALID AND UNENFORCEABLE.

HOMEOWNER(S) HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THE ABOVE COVENANTS, RULES & REGULATIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.

Homeowner	Date
Homeowner	Date