COLUMBIA CROSSINGS

FLOATING HOMES RULES AND REGULATIONS

Effective Date 5/06/26

Your peace and enjoyment, and the peace and enjoyment of your neighbors is dependent upon the willingness of all tenants to be courteous and cooperative. If an undesirable situation arises or exists, the management encourages your input and/or recommendations which we will consider as we carry out our responsibilities to you and all other tenants.

1. Gates, Docks and Walkways

1.1. The facility has a security gate, please always keep it closed. Do not prop the gate open for any reason. Do not allow anyone to enter the facility without them using a key card or access code. Guest or Delivery persons of facility must call the tenant for tenants access code.

1.2. All ramps, docks, walkways and other common areas must remain completely clear of your personal property and other personal items, except potted plants may be placed along the side of the dock as long as there is a minimum of a 6' clear walkway adjacent to the potted plants placed on the dock.

2. Personal Boats

2.1. You may keep personally owned, watercraft, visitor watercraft (no more than a week) or swim floats tied to your floating home, provided that said watercraft or as swim float is within the width and depth recorded in your lease. All Watercraft must be properly maintained, operational and currently licensed and registered.

2.2. You may not sublease boat moorage space or moor boats that do not belong to you without written consent from management.

3. Trash, Garbage, Oil Disposal and Recycling

3.1. Garbage and recycling of any type must always be placed in the appropriate containers and not left on your float or on walkways. Never throw any material of any kind into the river or on to the facility common areas.

3.2. It is the responsibility of the tenant to keep the water area around their floating home clear of any debris. No debris may be left in, or disposed into, the water area around the floating home at any time. Tenant shall contact the Harbormaster for assistance in removing debris that is too heavy for the tenant to remove.

3.3. Tenant shall not generate or dispose of any hazardous materials or petroleum products in, on, or around the premises, river or the facility.

3.4. Oil shall be disposed of only at the approved collection facilities located at the Tomahawk Bay Marina.

3.5. Construction debris (other than minor home repair debris) may not be placed in or around the garbage / recycling containers or enclosures. It is the responsibility of the tenant to remove all construction debris from the facility including the parking lot areas on a daily basis.

4. Sewage/ Water

4.1. Tenant's home must remain properly connected to the waste collection system at all times.

4.2. Tenant is responsible for any leak that occurs in the line from your home to and including the connection to the sewer check valve or water ball valve. If connections are found to be in disrepair, the tenant will be given a notice to immediately and completely repair the break or leak. In the event of direct discharge into the river or moorage, tenant must also immediately (within 24 hours) remedy the problem after notice is provided. If the matter is not so remedied, the management will have the problem repaired and the tenant will be billed for all repair costs.

4.3. Management retains the right to turn off water in the event of a waterline break or other emergency. Advance notice will be attempted but may not be possible in every situation.

4.4. All sewer pump stations (honey pots) shall have an accessible lid and will be inspected by management annually. Corrective actions required after the inspections must be completed within 48 business hours of receiving the corrective notice unless a later date is agreed upon in writing between management and Tenant.

4.5. Tenant shall notify management of any leaks that occur beyond the tenant's connection so management can remedy the problem immediately (within 24 hours) after notice is provided.

5. Moorings

5.1. Tenants are required to be diligent about your home's safety and security. The moorage attachments on the floating home belong to the tenant, and their maintenance is the tenant's responsibility. All connections shall comply with the City of Portland Floating Structures Code, Title 28. At the discretion and request of Columbia Crossings, Tenants may be required to promptly provide Columbia Crossings with a current certification from a licensed engineer confirming any new or existing connections will jeopardize or impair the structural integrity of the moorage.

5.2. Moving or shifting and moorage connection must have the prior written consent of management or the landlord.

6. Pets and Animals

6.1 **Approval and registration.** No more than two (2) pets are permitted per Premises unless otherwise approved by Management in writing. All pets must be registered with Management and approved in writing in advance in the manner required by Management, including completion of the applicable pet registration form. Pet-sitting, boarding, or harboring pets from outside the Marina is prohibited without Management's prior written consent.

6.2 **Licensing and compliance with law.** Pets on Hayden Island are subject to the jurisdiction of Multnomah County Animal Services ("MCAS") and all other applicable governmental authorities. All dogs and cats must be currently licensed as required by law, and Tenant shall provide proof of current licensing to Management upon request, but not more than once every twelve (12) months. Tenant is responsible for compliance with all applicable animal control laws and regulations, including nuisance, leash, licensing, dangerous animal, and waste-removal requirements. Multnomah County states that it is unlawful to permit an animal to unreasonably make a disturbance, including repeated episodes of continuous noise lasting ten (10) minutes or episodes of intermittent noise lasting thirty (30) minutes, provided the animal was not intentionally provoked by a person other than the owner.

6.3 **Responsibility; nuisance; cleanup.** Tenant is fully responsible for the behavior of all pets and animals brought onto the Premises or the Marina by Tenant, Tenant's occupants, or guests, and for any injury or damage caused by them. Tenant shall not allow any pet to become a nuisance to others. Nuisances include, without limitation, excessive barking, yipping, or whining; aggressive behavior toward persons or other animals; roaming unattended; and cats roaming free on docks or other common areas. Tenant shall immediately clean up and properly dispose of pet waste in all areas, shall not dispose of cat litter in the river, and shall comply with all leash and waste-removal requirements. Waste left on the property may result in a charge or fine where authorized by the Agreement or applicable law. Repeated violations may result in revocation of pet privileges, removal of the pet, or further action to the extent permitted by law.

6.4 **Common areas; restraint.** Pets must be on a leash or in a carrier at all times while in the Marina's common areas, including docks, ramps, walkways, and parking areas, unless otherwise required by law. No pet may be left unattended in a common area.

6.5 **Reporting incidents.** Tenant shall promptly report any aggressive pet incident or off-leash incident to MCAS and to the Columbia Crossings leasing office. Management may require documentation regarding such incident and may require immediate corrective action, including removal of the pet, where permitted by law.

6.6 **Enforcement.** Violation of this Section 6 constitutes a violation of the Rules and may also constitute a violation of the Rental Agreement. Management may issue warnings, require corrective action, require removal of a pet or animal, impose charges or fines where authorized, or pursue termination remedies to the extent permitted by the Rental Agreement and applicable law. If a pet's conduct constitutes grounds for a termination notice under applicable law, including ORS 90.396 where applicable, Management may serve the notice permitted by law, and any cure rights required by law shall apply.

7. Safety and Caution

7.1. No person shall swim, dive or water ski from any ramp or walkway within the facility.

7.2. Running or riding wheeled vehicles such as motorcycles, scooters, bicycles, roller skates, skateboards and the like, is **prohibited** on all ramps and walkways.

7.3. All tenants and tenants' quests must adhere to all safe boating practices. Please observe the **No Wake** speed limit in Facilities areas, and for the entire length of North Portland Harbor.

7.4. Each tenant shall be responsible for the safety of all minors occupying such tenant's floating home or visiting the moorage as a guest or invitee of such tenant. Children of age 12 years and under are recommended to wear a life vest while on the Facilities ramps and walkways.

8. Appearance and Neighborliness

8.1. All properties must present a neat and orderly appearance. Exterior surfaces should be kept clean and repainted periodically to maintain a good appearance. No floating home or approved accessory structure may fall into a state of disrepair or deterioration. Broken windows must be replaced with a like glass within 72 hours unless a later date is agreed upon in writing between management and tenant.

8.2. Floating home decks, docks and other external areas shall be neat, tidy, and clear of refuse, extraneous personal items, unused or inoperable furniture or appliances, and discarded materials etc. The external appearance of each floating home must reinforce Island Cove's standards as a well-cared for community and reflect residents' conscientiousness and respect for the neighborhood. Residents shall always adhere to this policy and promptly attend to any defect. Management will notify a non-conforming tenant of a breach of this rule and may impose a fine of $75.00 per day for persistent and ongoing failure to comply.

8.3. No personal property may be stored on any walkway. Firewood kept outside of your floating home must be stacked or arranged in a neat and orderly manner. No trash or junk may be visible from any facility walkway or neighboring floating home. A minimum free and clear clearance of 30 inches must be provided along one walkway on the side of the tenants house for fire access.

8.4. Building materials may not be stored on the Premises for longer than thirty (30) days without the prior written consent from management. Under no circumstances may building materials be stored on any ramp or walkway or parking area of the facility.

9. Smoking

9.1. Smoking is **prohibited** in all public areas.
9.2. Smoking is only permitted in the following areas: On personal floating homes / decks and designated smoking areas.
9.3. Smoking will always be prohibited in the following areas: Docks, walkways, access ramps and any common or shared areas.

10. Peaceful Enjoyment

10.1. Tenants may not carry on or conduct any noxious or offensive activity, which is an annoyance or a nuisance to your neighbors. All persons shall refrain from creating any disturbance, including making noise or using a musical

instrument, radios, television, amplifiers, or conduct which may disturb your neighbors right to peaceful enjoyment of the facility. Before 8:00 a.m. and after 10:00 p.m. on all days, parties and other activities must be controlled to keep the volume of noise to a level that does not disturb your neighbors.

10.2. Feeding the ducks, geese, or other animals in the facility, including doing so from ramps, docks, walkways, parking lots or common areas, is prohibited as this activity supports a healthy rodent and geese population.

10.3. Soliciting, peddling or canvassing by any non-tenant person or entity, or by any resident for profit, is strictly prohibited. This does not apply to soliciting or canvassing relating to homeowner or tenant association activities, as permitted by law.

10.4. Commercial (or "for profit") enterprises (except short term rentals per section 10.4 below) are permitted at the facility so long as (1) all City, County, State and other applicable laws are followed and are permitted under the Facilities lease with the Department of State Lands (2) business liability insurance is maintained for the Premises naming Columbia Crossings as additional insured; (3) no nuisance or disturbance of any kind is generated by the activity; and (4) the Marina parking area shall not be used for client or business parking.

11. Guests

11.1. Tenants are responsible for the conduct of guests. Rowdiness on the docks, walkways, parking lots or on boats is not permitted.

11.2. Columbia Crossings, at its discretion, may restrict access of tenants' guests to its premises. Residents may not invite any people to enter Island Cove who have been thus restricted. Tenants acknowledge management's right to deny access to any guest who has displayed anti-social behavior, violated basic norms of neighborly conduct, been the subject of recurring complaints by other tenants or is otherwise deemed a nuisance or threat to the peaceful enjoyment of Island Cove by its residents. Violations of this policy shall result in a fine of $150.00 per incident and/or lease termination.

11.3. Running, except in emergencies, on any walkways or ramps by any person is not permitted

11.4. Persons hired to work on tenant's watercraft/ home must have your written permission to have access to your vessel/ home or to enter the moorage area. All contractors shall be licensed & insured.

11.5. Assignment/subleasing must be for 30 days or more. Nightly and short-term rentals, including, but not limited to, Airbnb's, Home Away from Home, overnight and hotel-like stays are strictly prohibited. Assignees or Sublessees, and any guest that stays more than 4 weeks per year, must pass a background check screening process. Columbia Crossings, at its discretion, may reject a sublease, assignment or guest stay based on the background check, references, conscientious and well-founded opposition from other Island Cove residents, or the prior experience of management with the prospective subletter, assignee, or guest. Continued accommodation of a person for a period over 4 weeks per year who has been thus denied or otherwise not been approved, despite warning by management, shall result in a fine equal to $100.00 per day and/or termination of tenant's lease.

11.6. All assignments and subleases must include a provision for termination within 10 days in the event Columbia Crossings, at its sole discretion, deems a sub-tenant or assignee unsuitable based on dangerous or unlawful conduct, antisocial behavior, recurring complaints from other Island Cove tenants or incidents indicating that he/she is or could be a threat to the peaceful enjoyment of Island Cove by its residents. Upon notification that the subtenant is unsuitable for continued occupancy, the tenant must immediately invoke the sub-lease termination mechanism. Failure to terminate the sublease accordingly may result in termination of the tenant's lease at Island Cove

12. Access Cards and Codes

12.1. Tenant may not loan, give out or allow another to attempt to copy any access card issued to tenant.

12.2. Access cards will only be issued to owner or tenants listed on a signed approved Rental Agreement or approved subtenant application.

12.3. Access Codes have been assigned as a convenience for the tenants and will only be issued to owner or tenants listed on a signed approved Rental Agreement or approved subtenant application.

13. Modification of Floating Home

13.1. All exterior modifications of tenants floating home need prior **written** approval from management.

13.2. No exterior modifications of your home may be made without providing landlord with proof that all building or other permits required by the city, county, or state have been obtained.

13.3. No modification may be made to facility structure, dock, ramp, walkway or common area.

13.4. No storage shed or other accessory structure may be constructed without prior written approval of management

13.5. Tenant's shall not add, replace or install flotation to the underside of tenant's floating home without first obtaining (1) a certified marine / diver inspection confirming the existing draft (or distance from water surface to the bottom of existing and proposed flotation); the maximum draft may not exceed 6.0 feet below the water line and (2) prior written permission of management for the proposed additional or replacement flotation.

14. Parking

14.1. **Availability:** Tenants are allowed to park automobiles, pickup, vans, motorcycles (2 per home) and small trucks in the parking areas. Other vehicles such as boats, boat trailers, motor homes and/or travel trailers or commercial vehicles may not be parked in the facility parking area without a Special Permit from the Columbia Crossings leasing office. Temporary parking of motorhomes, campers, and trailers may be granted in Columbia Crossings Jantzen Bay facility parking lot for 48 hrs. with a Special Permit. Parking is available on an unreserved basis.

14.2. **Restricted Zones:** The disabled parking zones are strictly enforced. Vehicles in violation may be towed ***at the vehicle owner's expense***.

14.3. **Restricted Vehicles:** The following types of vehicles are prohibited in all Columbia Crossings parking areas, and are subject to ticket citations and towing at the vehicle owner's expense after 48 hours' notice*:*

14.3.1. Trailers of all types, motor homes (any size), campers (on or off pickup trucks), trucks larger than full-sized pickup. This includes recreational vehicles, fifth wheels and tiny homes.

14.3.2. Any vehicle which does not have current registration tags, has a flat tire or is inoperable for any other reason.

14.3.3. Vehicles are not to be used as storage units. Columbia Crossings has storage facilities available to rent. The rental fees and rates are available at the Tomahawk Bay Leasing Office.

14.4. Overnight camping is prohibited in all parking areas.

15. **Security**

15.1. You are most important in maintaining a secure moorage; keep a watchful eye on suspicious activity.

15.2. Do not allow people through the gate, all persons entering must have an access card or access code. If a vehicle approaches when entering parking, temporarily stop and allow the gate to close, requiring each vehicle to use an access card or access code for entry.

15.3. Report any criminal or suspicious activity immediately by calling one or more of the following:

15.3.1. Columbia Crossings Security (503) 720-2621
15.3.2. Police non-emergency (503) 823-3333 or Emergency 911
15.3.3. Leasing Office (503) 283-2444

16. Dock Cart Use

16.1. Dock carts are the property of Columbia Crossings and are solely for the use of Floating Home residents.
16.2. Dock carts should be returned to the closest intersection or the parking lot directly after use.
16.3. Dock carts are not to be used for commercial purposes. Be considerate of your neighbors.

17. Signs

17.1 Tenants may not erect or install any signs or advertising material in windows. Tenants may not display door lettering or placards on the premises, including floats, boats, floating homes, or elsewhere in the moorage area. A tenant may place and maintain on or in tenant's floating home "For Sale" signs or other signs pre-approved by management.

18. Complaint/Request/Maintenance/Comment Procedure

18.1. Call or come by the Columbia Crossings management leasing office, 503-283-2444
During Office hours M-F 9 – 5
Sat 10 – 4
or send an email to leasing@columbiacrossings.com.

18.2. Call John Walker Lead Maintenance Manager @ 971-255-8056
and /or
Island Cove Harbormaster @ 971-255-6500
Administrative Harbormaster @ 503-805-2692
Security @ 503-720-2621

18.3. Emergency issues will be responded to as quickly as possible. For non-emergency issues Columbia Crossings will respond within 24 hours.

19. Fees

19.1. A non-refundable application/processing fee of 75.00 per person will be charged to develop the credit and background report used as a basis for screening new rental agreement applicants. This includes any tenant's prospective assignees, subtenants or purchasers of tenant's floating home.

20. Waiting List

20.1. The Columbia Crossings management office will maintain and post waiting lists if demand for facility space exceeds supply. Applicants may add your name to the waiting list for a non-refundable $100.00 deposit that can be applied to the moorage lease or transfer fees.

20.2. You are responsible for maintaining an accurate record of your address and phone number while on the list by immediately notifying the Columbia Crossings management office of any change in your address and/or phone number.

20.3. When the Applicant reaches the first position on the list, Columbia Crossings management office staff will attempt to notify you through a letter and two (2) phone calls directed to the current address and phone number on record at the moorage office. If you do not respond within three (3) days, the slip will be offered to the next waitlist applicant: the first position applicant will be removed from the list.

21. Management

21.1. Columbia Crossings management Office is an agent of your landlord and reserves the right to evict any tenant from the facility within the terms of the applicable rental agreement, and any applicable law if the tenant fails to comply with the conditions of such rental agreement, these Rules and Regulations or any applicable laws, and after the expiration of a proper notice which remains uncured (if a cure is required).

21.2. Floating home residents must have recognizable, signed rental agreements to remain in the moorage and receive its services.

21.3. We reserve the right to refuse a rental agreement application for any applicant whose floating home does not meet the City of Portland Floating Structures Code, subject to any grandfather clause as to existing structures.

21.4. Tenants will maintain floating home insurance at all times, including Columbia Crossings as an additional named insured.

Signature_____ Date_____

Signature_____ Date_____