

STATEMENT OF POLICY

Alder Creek Village 55+ Manufactured Home Community

FEDERAL FAIR HOUSING AGE CLASSIFICATION POLICY:

Alder Creek Village is a 55 and Older Community. Each manufactured home must contain at least one person who is 55 or older. Additionally, all residents must be at least 45 years old or older. Each proposed resident must submit an application for tenancy.

LOCATION AND SIZE OF SPACE:

The dimensions and area of each manufactured home space varies. Their size is not derived from individual lot dimensions but rather from setback requirements between homes and property lines.

APPLICATION AND RESERVATION FEE:

You may apply for tenancy in this community by submitting an application along with a \$60.00 non-refundable application fee per applicant. At the time you submit an application you may reserve a specific space in the community by paying the applicable one-month space rent. The designated space will be held for the applicant for a period not to exceed sixty (60) days, following acceptance of the application. Within that sixty-day period, the applicant must enter into a rental agreement and occupy the space. The applicant may delay the occupancy for an additional thirty (30) day period by paying the designated space rent. In all cases, the regular month-to-month tenancy begins as soon as the lot is occupied.

CURRENT ZONING:

The current zoning affecting the use of the rented space is Medium Density Residential (RM). The zoning authority is the City of Warrenton, PO Box 250, Warrenton, Oregon 97146 (503) 861-2233.

Immediately to the East, are Alder Creek and some undeveloped land that is presently zoned for residential use. Adjoining this land is the Columbia River. Alder Creek Village is bordered on the South and the West by residentially zoned properties. To the North, Alder Creek Village is bordered by Kampers West RV Park. Further North, beyond the RV Park, lays the City of Warrenton's Tansy Point Industrial Park. You should be aware of the presence of on-going industrial activities at this property. These activities include a wood log processing facility that sorts and chips logs, as well as an industrial docking facility. These industrial activities involve the use of heavy machinery and equipment. The "Water Dependent Industrial" and "Aquatic Development" zones allow on-going industrial use which may be altered, expanded or replaced.

FLOOD ELEVATION CERTIFICATE:

The Alder Creek Village elevation is three to four feet above the national geodetic vertical datum as shown on the flood insurance rate map for the City of Warrenton, Clatsop County, Community Panel No. 410033-0001 May 15, 1978. The manufactured home must be installed at an elevation above the 100-year floodplain elevation in order to be approved for occupancy. Please see the local building official for further details.

RENT ADJUSTMENT POLICY:

The rent adjustment is affected by increased costs, adjustments to the “consumer price index” (CPI) which refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor, in taxes, assessments, fees, licenses, and utility charges by the government. Although Management will make every effort to limit rent increases to an annual basis, Management reserves the right to increase rents more frequently pursuant to the requirements of Oregon law. We also charge certain fee and pass-through charges, some of which are voluntary and some mandatory. Please read Section 7 of the Rental Agreement. Fees charged include:

Application Fee (per applicant)	\$60.00	(non-refundable)
Late Fee	\$50.00	(if not paid by the 5 th of each month)
Returned Check	\$25.00	

GOVERNMENT AND SYSTEM DEVELOPMENT FEES:

The following are the system development charges and fees as of January 1, 1994. These fees are charged to residents by the local governing body, at the time a home is moved into the community, please check with the appropriate permitting authority for a current list of fees (If fees are different new amounts would apply and be responsibility of the resident):

Siting Permit	\$110.25
State Plumbing Permit	\$42.00
Electrical Permit	\$42.00
City Plumbing Permit	\$42.00
Water System Administration Fee	\$100.00
Sewer System Administration Fee	\$250.00
System Development Fee	\$50.00

PERSONAL PROPERTY, SERVICES AND FACILITIES PROVIDED BY LANDLORD:

In addition to the services necessary to maintain the facility in a habitable condition, the Landlord will provide common areas for the use of residents in accordance with community rules.

EACH RESIDENT SHALL BE RESPONSIBLE FOR THE SECURITY OF THEIR HOME AND PERSONAL POSSESSOIONS. PLEASE REPORT ANY SUSPICIOUS ACTIVITY AND/OR SECURITY ISSUES TO POLICE AND TO MANAGEMENT.

UTILITIES & SERVICES AND PAYMENT RESPONSIBILITY:

UTILITIES	PAYMENT BY RESIDENT/ LANDLORD		FURNISHED BY:	RESPONSIBLE PARTY FOR CONTACTING UTILITY PROVIDER	PHONE #
WATER	x		LANDLORD: CITY OF WARRENTON	RESIDENT	VILLAGE OFFICE (503) 861-1124
SEWER	x		LANDLORD: CITY OF WARRENTON	RESIDENT	VILLAGE OFFICE (503) 861-1124
STORM DRAIN	x		LANDLORD: CITY OF WARRENTON	RESIDENT	VILLAGE OFFICE (503) 861-1124
GARBAGE	x		CITY OF WARRENTON	RESIDENT	(503) 861-2233
RECYCLING	x		CITY OF WARRENTON	RESIDENT	(503) 861-2233
ELECTRICITY	x		PACIFIC POWER	RESIDENT	(888) 221-7070
PHONE	x		QWEST CHARTER OTHERS	RESIDENT	(800) 244-1111 (888) 438-2427
CABLE TV	x		CHARTER	RESIDENT	
SATELLITE TV	x		DISH DIRECT TV OTHERS	RESIDENT	
CABLE INTERNET	x		CHARTER	RESIDENT	(888) 438-2427
DSL INTERNET	x		QWEST OTHERS	RESIDENT	(800) 244-1111

LIABILITY INSURANCE:

Residents shall carry homeowner's liability insurance coverage of \$100,000 per occurrence and provide proof of the same, to Management. Residents agree to indemnify, defend and hold harmless the Community, Landlord, Management and staff, from any actions, suits, and/or resulting damages caused by Resident, Resident's family, their guests, visitors, or pets.

Facilities and amenities furnished by the Community are for the convenience and enjoyment of Residents. Persons using the facilities do so at their own risk and agree that the Community and Landlord, as well as Management and staff, shall not be responsible for accidents, injuries and/or losses that occur because of use.

The Community, Landlord, Management and staff are not responsible for accidents, injuries or losses that occur in the Community due to fire, theft, wind, flood, rain, earthquake, tsunami or other causes, unless caused by the Community's negligence.

Residents must be aware of the existence of below-ground utilities in the Community, including but not limited to electrical, water, sewer, storm sewer television, telephone, and natural gas. Residents agree to assume the risk of any accident or injury caused thereby and agree to hold the Community, Landlord, and Management and staff harmless there from.

LANDSCAPE & TREE MAINTENANCE:

Our policy on landscape & tree maintenance is as follows:

Resident is responsible to maintain and clean their space, including but not limited to, maintenance of all trees, shrubbery, and landscaping within the boundaries of their space, whether planted by resident or others. Maintenance shall include, but shall not be limited to: watering, spraying (fertilizer, pesticide, herbicide, etc.), mowing, raking, weeding, leaf & needle removal, edging, trimming, limb removal, and diseased or dead tree removal. Resident shall be responsible for properly disposing of all landscaping debris, including all trimmings and leaves & pinecones/needles. The cost of said maintenance shall be the sole responsibility of each resident. Residents maintain their space and Landlord maintains the common areas. Any substantial improvements made to your space (including but not limited to landscaping) must first receive prior written approval by management. Upon termination of your tenancy, the space must be left in substantially the same condition as it was received upon commencement. Resident shall be solely responsible for all damage to the space occasioned upon removal of the dwelling unit. All plantings or other landscaping placed upon the space, whether by the Landlord or resident, shall become the property of Landlord upon termination of the residency, unless both parties agree otherwise in writing prior to such termination.

In general, and except as expressly provided to the contrary in the rental agreement or the Community Rules and Regulations, each resident shall be responsible for the maintenance and repair of his or her mobile home, mobile home lot and all improvements therein (including landscaping).

TREE POLICY:

Any tree(s) which is intended to be planted on the resident's space must submit a written request to Landlord outlining the type, species, characteristics, height at maturity and specific location diagramed on a plot plan which must be approved in writing prior to installation of any tree(s).

Except for trees with aggressive or shallow root systems, trees that reach a height of less than 15 feet at maturity will generally, but not necessarily, be allowed to be planted on resident's space in the community. Trees exceeding this height at maturity will generally not be allowed.

Trees which, in the sole opinion of Landlord, are anticipated to have root systems which may potentially compromise the utility lines housed underground, curbing, sidewalks, driveways and/or streets will not be allowed to be planted or to otherwise remain on resident's space.

Failure to receive prior written approval from Landlord or misrepresentation by the resident, whether intentional or unintentional, concerning the type, species, characteristics, height at maturity and specific location of tree(s) to be planted and/or failure to comply with any portion of this Tree Policy shall be grounds for immediate removal of such tree(s) at resident's sole expense and/or termination of tenancy. This applies at any time during the lifespan of said nonconforming tree(s).

Resident shall take any and all reasonable steps to properly care for any tree on resident's space, whether planted previously or by resident, to ensure it does not grow or deteriorate to the point of presenting a future safety risk to resident's property or other person or property. The community may have specific rules & regulations regarding maintenance of existing trees. Please refer to the Community Rules and Regulations for details.

Landlord reserves the right, but is not obligated, to remove any tree which resident fails to properly maintain and/or remove or otherwise cease from planting and to charge the resident for all costs associated with such trimming or removal except for that which is not permitted according to Oregon Law ORS 90.727.

RENTAL AGREEMENT TERMINATION POLICY:

Under current state law, if resident executed a month-to-month tenancy in a manufactured home in a community, then the tenancy goes on for as long as the resident chooses to reside in the community, with the following exceptions: It may be terminated for cause, which includes but is not limited to failure to pay rent or violation of community rules or the rental agreement.

Since tenancy can go on for an indefinite period of time, Landlord reserves the right to change various policies, including fair housing age classification, rent policy and other policies discussed in this document.

No rental agreement shall be assumable by the buyer of a home. Landlord requires buyers of any home to obtain prior written approval before purchasing, in order to meet any new criteria at the time of signing a rental agreement. In addition, Landlord requires receipt of a copy of the current Rules and Regulations, as they may differ materially from prior Community Rules and Regulations.

Landlord requires residents to give Community Management 10 days' prior written notice of any intent to sell a home within the Community. Any policies related to the sale of a home and to the purchaser may be modified.

POLICY REGARDING SALE OF PARK:

At this time there are no plans to sell Alder Creek Village, however we cannot predict the future. We are unable to offer the residents any special priority or "right of first refusal" to purchase the park, however, we will comply with all state laws regarding the sale of the park. In the event that the park is sold, the new owner may not raise the rent except as stated in each rental agreement.

PARK CLOSURE POLICY:

ORS 90.645 as amended by the 2007 Legislature, now strictly defines the terms under which a manufactured home park can be closed and the property's use changed. When the park is closed for the purpose of converting its use to other than a sub-division, 365 days' notice is required. In addition, when certain conditions are met, payment is made to any resident in the amount of \$7,000 per double wide and \$9,000 per triple-wide that must be relocated. ORS 90.645 also details conversion to a subdivision, requiring 180 days' notice of park closure. In addition, Oregon Income tax law provides a state income tax credit for qualified residents who are forced to relocate their home. Please read Oregon Revised Statutes Chapter 90.505 thru .840 for further details.

DISPUTE RESOLUTION POLICY:

Any complaint made by one resident against the action of another resident shall first be taken directly to the offending neighbor prior to being brought to the attention of management. To encourage community residents and the Landlord/Management to settle disputes independently, it is the policy of this community that each issue (with merit) shall be given a fair hearing within 30 days of receipt of any written complaint. Management will agree to meet and confer with the complainant.

Disputes not resolved under the above procedure shall be resolved as follows: First, management will offer the resident an informal mediation process with the Oregon State Manufactured Home Park Ombudsman or another neutral party. If, however, the mediation process is ineffective, residents shall have the opportunity to engage in an arbitration process, per Section 17 of the rental agreement and ADDENDUM TO RENTAL AGREEMENT DISPUTE RESOLUTION.

CHANGES IN COMMUNITY RULES AND LAWS:

The Community's Rules and Regulations may be changed by the Landlord upon giving prior written notice of such proposed changes, with any changes becoming effective 60 days thereafter unless objections are received from fifty-one percent (51%) or more of the rented spaces within the first thirty (30) days following notice. Likewise, state and federal laws may change in the future. In such an event, the Rules and Regulations, as well as this Statement of Policy, shall be automatically amended to conform to the new law, but only to the extent that the law absolutely requires conformation and only at such point in time it is required.

LEGAL ADVICE & CANCELLATION OF RENTAL AGREEMENT BY RESIDENT:

Each resident has the right to seek legal advice. Landlord recommends that residents show this Statement of Policy, a copy of the rental agreement and all exhibits to an attorney to seek advice regarding resident rights and responsibilities under said documents. In addition, understanding the risk residents assume, **prior to executing** the rental agreement. Once each resident signs a rental agreement, Landlord shall not permit cancellation of the agreement without prior written notice for a period of 5 days or until occupancy in the community, whichever first occurs. After such time, the rental agreement becomes binding and in full force and affect.

BINDING EFFECT AND AMENDMENTS TO STATEMENT OF POLICY:

This Statement of Policy is not a contract. It contains, in summary form, the Landlord's representations of community policies in effect as of this date. It is subject to Landlord's reserved rights to amend or change these policies, as stated herein. These policies are fully contained in the rental agreement and/or community rules, which are a binding legal contract for the term thereof and with any subsequent renewals. Landlord reserves the right to amend this Statement of Policy and its exhibits from time to time: (a) For future residents, (b) for present and future residents to exercise the rights reserved herein, and (c) to comply with changes in federal, state and local law.

EFFECTIVE DATE:

THIS STATEMENT OF POLICY IS EFFECTIVE FROM 3/1/2021 UNTIL SUPERSEDED.

Applicant or resident acknowledges receipt of this Statement of Policy and Exhibits by signing here and by signing a separate receipt for Management copy.

RESIDENT

DATE

RESIDENT

DATE

MANAGER

DATE