

STATEMENT OF POLICY
BARLOW TRAIL ESTATES

Dated January 1, 2022

1) **LOCATION AND SIZE OF SPACE:**

- a) The location and approximate size of your space is:
 - i) Space# _____
 - ii) Approximate total square feet _____
- b) Our policy on reserving spaces is as follows:
 - i) A space may be reserved upon payment of a deposit equal to the first months rent.
 - ii) If you do not occupy the space within thirty (30) days, you may either:
 - (1) Renew the reservation for a period of thirty (30) additional days by paying the designated monthly space rent or
 - (2) Forfeit the deposit.
 - iii) In order to extend the reservation, tenant agrees to notify the park manager in writing.

2) **FACILITY CLASSIFICATION:**

- a) The federal fair housing age classification of this park is:
 - i) A Family Park allowing residents of all ages.
- b) Our policy in applying this classification includes the following terms and conditions:
 - i) We do apply occupancy limits as follows:
 - ii) Two (2) persons per bedroom for all tenants moving into the park after July 1, 1992.
 - iii) We reserve the right to apply different age or occupancy limits to subsequent buyers of your home.

3) **CURRENT ZONING:**

- a) The current zoning affecting the use of the rented space is:
 - i) G.A.D. - General Agricultural District.
- b) Permitted uses include:
 - i) Residential, agricultural and forestry
 - ii) The zoning authority for this park is: Clackamas County – (503) 655-8521

4) RENT ADJUSTMENT POLICY:

Under current state law the landlord may increase your rent with 90 days notice. State law does not limit the amount or the frequency of rent increases, but you must be given the opportunity to meet with management to discuss any increase. Your rental agreement may give you more protection than state law.

- a) Our policy is to give you no less than ninety (90) days notice of a rent increase. It is also our policy to adjust rents:
 - i) We try to limit rent adjustments as much as possible, but we do reserve the right to make changes whenever we deem it necessary.
 - ii) Rent increases shall be determined by landlord with reference to increased costs, prevailing market rents, prevailing economic conditions and repair or improvement costs.

5) PERSONAL PROPERTY, SERVICES, AND FACILITIES PROVIDED BY LANDLORD:

- a) The common facility available for the use of the tenants is a playground with playground equipment. Playground is available for daily use during daylight hours.
- b) The park provides an enclosed RV Storage yard for the tenants use for a monthly fee. Each tenant using the storage yard will have their own key. Tenant assumes the risk of and waives any claim against landlord for damages resulting from the criminal acts of third parties.
- c) All of the facilities, personal property and services provided by the landlord are subject to published use rules which can change from time to time with reasonable notice. All facilities have been completed except as noted above. The landlord reserves the right from time to time to alter or change any of such facilities, personal property or services by their removal, relocation or alteration. No assurance is given that any of the foregoing facilities, personal property or services will remain available for the residents' use for any specified period after the date hereof.
- d) We must ask you to be responsible for the security of your own home and possessions and report any security problems to police and management.
- e) The park has no security services or systems. Tenant assumes the risk of and waives any claim against landlord for damages resulting from the criminal acts of third parties.
- f) Our policy on landscape maintenance is as stated in the Rules and Regulations, Section 3, Exhibit "C". In general, and except as expressly provided to the contrary in the Rental Agreement or Rules, each tenant is responsible for the maintenance and repair of his or her mobile home, mobile home lot and all improvements thereon (including landscaping).

6) UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY:

- a) Landlord to provide SEWER, TRASH and WATER.
- b) Tenant to be responsible for ELECTRIC, PHONE and TV. Tenant to make their own arrangements with provider.

We must reserve the right to change these utility arrangements including the billing procedure, with reasonable notice to you. Nonessential utilities, such as cable TV, could be discontinued if no provider were available.

This park supplies your water through a system classified by the State of Oregon as a Community Public Water System. The water source and distribution piping are owned by the landlord. The water source is from a well. The water is regulated for quality and tested under the federal Safe Drinking Water Act that is administered by the Environmental Protection Agency and the Drinking Water Program section of the Oregon State Health Division. Test results are available through the Health Division and questions concerning the test results may be addressed to them.

7) INSTALLATION CHARGES IMPOSED BY LANDLORD OR GOVERNMENT:

At this time Landlord does not impose any non-refundable fees or refundable fees. We reserve the right to change this policy on 12 months notice.

- a) Tenant to pay a non-refundable fee of \$45.00. This fee is subject to change.
- b) As of July 1, 2000, Clackamas County requires the following permits and fees:
 - i. Electric Permit
 - ii. Water Permit
 - iii. Set-up Permit

Homes currently in the park and up to code will not need government permits. (Any and all governmental fees vary from home to home and are subject to change).

8) RENTAL AGREEMENT TERMINATION POLICY:

Under current state law, your tenancy may terminate for cause specified by law, which includes among other causes, the failure to pay rent and violation of park rules or your rental agreement. It may also terminate upon closure of the park or upon expiration of your rental agreement term.

The tenancy offered is month to month and may terminate for cause or upon closure of the park, provided in the Rental Agreement, Sections 4 and 7.

Since your tenancy goes on forever, we must reserve the right to change certain policies, including our fair housing age classification, rent policy and the other policies discussed in this document.

9) YOUR RENTAL AGREEMENT IS NOT ASSUMABLE BY THE BUYER OF YOUR HOME:

We require new buyer's to get our approval BEFORE they buy, to meet our new tenant criteria at that time and to sign the Rental Agreement and Rules we are using, all of which may be different from the current ones. Homes may stay in the park as long as they comply with state and local codes and our Park Rules.

10) PARK CLOSURE POLICY

Under current state law, all or part of the park may be closed with 365 days notice and the landlord has no further obligation to tenants. The park may be closed with notice of 180 to 364 days if the landlord finds you another space and pays your moving expenses.

We have no plans at this time to stop operating this park. While we offer no contractual protection against future closure and reserve the right to close all or part of the park, we do agree to give you no less than 12 months notice of closing to allow you time to make plans. If we should close, we cannot provide you any help in moving and you will have to pay these costs yourself.

11) POLICY REGARDING SALE OF THE PARK:

Under current state law, the owner may sell the park to anyone and you have no special priority (“right of first refusal”) to buy it. A buyer may raise the rent with 90 days notice unless your rental agreement provides otherwise.

We have no present plans for sale of the park, but you will appreciate that we cannot predict the future. We cannot offer our tenants any special priority (“right of first refusal”) to buy the park but we will comply with the state law in effect on the date of your rental agreement. (We reserve the right to change this policy).

12) DISPUTE RESOLUTION POLICY:

To encourage park residents and the owner/manager to settle disputes, it is the policy of this park that each issue with merit shall be given a fair hearing within 30 days of receipt of a written complaint. Management and complainant will meet for an informal hearing to settle the area of concern. If there is still an impasse, complainant has the right to seek legal advice, at their own expense.

We will not mediate disputes relating to park closure, park sale, or rent, including the amount of rent, rent increases, and non-payment of rent.

13) LANDSCAPE & TREE MAINTENANCE:

Our policy on landscape & tree maintenance is as follows:

- a. Tenant 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 tenant or others. Maintenance shall include, but 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. Tenant is responsible for properly disposing of all landscaping debris, including all trimmings and leaves & pine cones/needles. The cost of said maintenance shall be the sole responsibility of the Tenant. You maintain your space,

we maintain the common areas. Any substantial improvements that you intend to make to your space, including but not limited to landscaping, must first receive written approval of management. Upon termination of your tenancy, the space must be left in substantially the same condition as it was upon commencement. Tenant 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 tenant, shall become the property of the landlord upon termination of the tenancy, unless the parties agree otherwise in writing prior to such termination.

- b. In general and except as expressly provided to the contrary in the Rental Agreement or the park Rules and Regulations, each tenant is responsible for the maintenance and repair of his or her mobile home, mobile home lot and all improvements thereon (including landscaping).

Tree policy:

- a. Any tree(s) which is intended to be planted on the Tenant's space must first have a written request submitted 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).
- b. 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 Tenant's space in the community. Trees exceeding this height at maturity will generally not be allowed.
- c. 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 Tenant's space.
- d. Failure to receive written approval from Landlord or misrepresentation by the Tenant, 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 Tenant's sole expense and/or termination of tenancy. This applies at any time during the lifespan of said nonconforming tree(s).
- e. Tenant shall take any and all reasonable steps to properly care for any tree on Tenant's space, whether planted previously or by Tenant, to ensure it does not grow or deteriorate to the point of presenting a future safety risk to Tenant's or other's 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.
- f. Landlord reserves the right, but is not obligated, to remove any tree which Tenant fails to properly maintain and/or remove or otherwise cease from planting and to

charge the Tenant for all costs associated with such trimming or removal except for that which is not permitted according to Oregon Law ORS 90.727.

14) THE FOLLOWING ATTACHMENTS ARE EXHIBITS OF THIS DOCUMENT

- Rental Agreement
- Park Map
- Pet Agreement
- Rules, Regulations & Standards
- Receipt for Statement of Policy

15) OTHER IMPORTANT INFORMATION:

Amendment of Park Rules

Please read Rental Agreement, Section II, on amendment of park rules. Just like a condominium, our rules can be amended without your consent in compliance with Oregon Law.

Legal Advice and Cancellation by you of Rental Agreement

You have the right to seek legal advice at all times. We recommend you show this Statement of Policy and all exhibits to an attorney and get advice on your rights and responsibilities under these documents, as well as the risks you are assuming, before you sign a rental agreement with us. Once you sign the agreement we will allow you to cancel it by written notice to us for a period of five (5) days or until occupancy in the park, whichever occurs first. After that, it is binding on you.

Amendments

This Statement of Policy is not a contract. It contains a summary of the Landlord's representations of park 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 the park rules, which are a binding legal contract for the term thereof and any renewals.

If you are an existing tenant in this park not being offered a new Rental Agreement, then the following applies:

- a) This Statement of Policy contains a summary of parts of your present Rental Agreement.
- b) This Statement of Policy cannot change your present agreement without your consent. Anything in this document that conflicts with your Rental Agreement is not binding on you, unless a change in the law has had the effect of changing your rental Agreement.
- c) This document may also contain policies that are not part of your present agreement. You can make these policies part of your contract with the Landlord by signing a new

Rental Agreement. Unless you sign a new Rental Agreement, certain policies may be subject to change. We reserve the right to amend this Statement of Policy and its exhibits from time to time:

- For future tenants
- For present and future tenants to exercise the rights reserved herein
- To comply with changes in federal, state and local laws.

THIS STATEMENT OF POLICY BECAME EFFECTIVE AS OF 7/01/1992, BUT WAS AMENDED AS OF 05/01/2014.

Applicant or tenant acknowledges receipt of this Statement of Policy and exhibits by signing here and by signing a separate receipt for Park copy.

TENANT

DATE

TENANT

DATE

MANAGER

DATE