

DAYTON MANUFACTURED HOUSING COMMUNITY LLC

STATEMENT OF POLICY

A. LOCATION AND SIZE OF SPACE:

The location and approximate size of your space is follows: 1005 Ferry St. Dayton, OR 97114; Double wide spaces are approximately 55'X 90'; single wide spaces are approximately 45' X 90'

B. FACILITY CLASSIFICATION:

The federal fair-housing age classification of this park is a family park.

The current zoning affecting the use of the rented space is MH. The zoning authority for this park is:

* City Of Dayton 864-2221

C. RENT ADJUSTMENT POLICY:

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 to market levels based on demand for manufactured home spaces as well as rents for manufactured communities in the geographic area.

D. PERSONAL PROPERTY. SERVICES AND FACILITIES PROVIDED BY LANDLORD

Buildings: There are no buildings which are available for use by tenants.

Personal Property: **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.**

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.

E. REFUNDABLE DEPOSITS, NON-REFUNDABLE FEES, AND INSTALLATION CHARGES IMPOSED BY LANDLORD OR GOVERNMENT:

<u>TYPE OF FEE</u>	<u>AMOUNT</u>
1. Late rent charge	<u>\$50.00</u>
2. Returned Check Charge	<u>\$50.00</u>
3. Guest Fee Per Person	<u>\$50.00* per day</u>

*After 14 days

The costs of all other services required by tenant are solely tenant's responsibility. The dollar amounts set above represent only the amounts charged for each rental category on the date hereof, such amounts are subject to increase. Wherever "0" appears above a blank for the amount charged for any category described above, it means that charges for that category are not imposed by landlord on the date hereof. The amount of those charges may be increased upon 90 days written notice. Nothing in this Statement of Policy shall be deemed a waiver of the landlord's right to collect from tenant any damages caused by tenant, tenant's family or tenant's guests.

All costs of moving a home into (and out of) the park and any damage to the park resulting from this process are your sole responsibility. Your costs to get into the park are shown below:

* The following non-refundable fees and installation charges are imposed by landlord:

Application Fee	<u>\$60.00</u>
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The following fees and charges are imposed by government to move into the park. Amounts are approximate and are subject to change and landlord does not warrant the list to be complete. Note: Homes now in the park and up to code will not need government permits. Government fees change from time to time. Prospective residents are advised to check all government fees prior to purchasing a home that is to be moved into the Community.

F. RENTAL AGREEMENT TERMINATION POLICY:

Under current state law, your tenancy may terminate for cause as 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.

Term of the tenancy offered:

- * The tenancy offered is month-to-month and may terminate for cause or upon closure of the park, as provided in the Rental Agreement.
- * In the event of any change of Oregon or federal law, landlord reserves the right to require that the tenant sign a new rental agreement to comply therewith.

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 365 days if the landlord finds you another space and pays your moving expenses as required by state law. Low income tenants can get a tax credit for moving costs.

IF WE SHOULD DECIDE IN THE FUTURE TO CLOSE ALL OR PART OF THE PARK, WE WILL GIVE YOU NO LESS THAN 180 DAYS NOTICE PRIOR TO SUCH CLOSURE TO ALLOW YOU TIME TO MAKE PLANS.

Contractual Protection Against Closure:

Landlord offers no contractual protection against future closure of the park and reserves the right to close the park at any time with notice to tenant as stated above.

Assistance to tenant if park closes:

In the event of closure, we can not offer you any assistance in excess of that required by law as of the date of our Rental Agreement with you. This means that you could have to find another place for your mobile home and pay the moving costs yourself.

G. POLICY REGARDING SALE OF THE PARK:

The landlord reserves the right to sell the park at anytime to any purchaser. Pursuant to Oregon Law, if requested by a tenant association or facility purchase association ("the association") to do so, the owner is obliged to notify them of the listing for sale of the park or of written offers of purchases which the owner intends to consider. Thereafter, the owner may be required to negotiate in good faith with the association for the sale of the park to them. This does not apply to tax deferred exchanges of the park. Our policy is the same. We have no definite present plans for sale of the park but you will appreciate that we cannot predict the future. For this reason, we cannot offer any assurances on this point. In the event of sale of the park, we can offer no protection against rent increases and must reserve the right for a buyer to raise rents as provided in the Rental Agreement.

H. 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 give a fair hearing within 30 days of receipt of a formal complaint. Park management will meet and confer with the complainant and attempt to resolve the problem.

Disputes not resolved under the above procedure shall be resolved as follows:

- * Informal meeting
- * Mediation/arbitration
- * Court

The second step, after the informal in-park hearing discussed above, is mediation and arbitration. Our procedure is described in the Addendum to the New Rental Agreement and park Rules and Regulations.

In accordance with Oregon Law, we must respectfully decline to mediate or arbitrate disputes relating to:

- (a) Park closure; (b) Park sale, or (c) Rent, including the amount of rent, rent increases, and nonpayment of rent.

I. UTILITIES

PAYMENT BY		FURNISHED BY	WHO CONTACTS PROVIDER
TENANT	LANDLORD		
Sewer	<u> X </u>	City of Dayton	<u>Tenant</u>
Garbage	<u> X </u>	City Sanitary	<u>Tenant</u>
Water	<u> X </u>	City of Dayton	<u>Tenant</u>
Elec.	<u> X </u>	P.G.E.	<u>Tenant</u>
Phone	<u> X </u>	U.S. West	<u>Tenant</u>

Changes to Utilities and Other Services: We must reserve the right to change these utility arrangements, including billing procedure, with reasonable notice to you. Nonessential utilities, such as cable TV, could be discontinued if provider were available. Please see section marked "Services" of your Rental Agreement.

Unless your rental agreement provides otherwise, we reserve the right to bill the tenant separately for utility service fees and charges assessed by the utility for services provided to or for spaces in the park. Any separately billed utility fees and charges shall not be considered to be included in the rent charged for those spaces under the rental agreement and shall not be considered to be rent or a rent increase. Utility services to which this applies are natural or liquid propane gas, electricity, water, cable television, garbage or refuse service and sewer service. However, nothing contained herein shall be construed to require our rental agreement to provide for separate billing to tenants of fees and charges.

J. TENANT ASSOCIATION: NONE TO MY KNOWLEDGE

K. REMOVAL OF MANUFACTURED HOME

Upon resale of the manufactured home the home will be required to meet all city, state and federal building codes. The manufactured home will need to be brought into compliance with the governing authority's codes or removed from the park. Upgrading or removal of the home may impact the market value of the dwelling.

THE FOLLOWING ATTACHMENTS ARE EXHIBITS TO THIS DOCUMENT:

- Rental Agreement
- Rules and Regulations

Legal Advice and Cancellation by You of Rental Agreement:

You have the right to seek legal advice. 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. After you sign the Rental Agreement, it is binding on you.

Amendments:

This Statement of Policy contains in summary from the landlord's representations of park policies in effect as of this date. We reserve the right to amend this Statement of Policy and its exhibits from time to time: (a) for future tenants, (b) for all tenants to exercise the rights reserved herein, (c) to comply with changes in federal, state and local law and (d) revisions in the park rules and regulations.

Tenant _____ **Date** _____

Tenant _____ **Date** _____