



GARDEN MEADOWS

MANUFACTURED HOUSING COMMUNITY

STATEMENT OF POLICY

LOCATION AND SIZE OF LOT Lot

The location and approximate size of your lot is defined as follows.

Lot number _____ is approximately _____ Sq ft. See the attached chart of lot sizes. (Exhibit "D").

Your rent will start the day your application has been approved, or your date of possession. *The application fee is non-refundable.*

Our policy on reserving lots is as follows:

If you do not occupy the lot within thirty (30) days, you may either:

Renew the reservation for a period of thirty (30) additional days by paying the designated monthly lot rent or,

Forfeit the fee.

In order to extend the reservation, the applicant agrees to notify the park management in writing of their intention to do so, not less than five (5) business days before the reservation expires.

FACILITY CLASSIFICATION

Under the federal fair-housing age classification for manufactured home parks Garden Meadows is classified as a "Family Park" park, allowing residents of all ages.

Our policy in applying this classification includes the following terms and conditions:

We do not apply occupancy limits at this time:

We cannot promise to keep this age classification forever. It could change without your consent.

We reserve the right to apply different occupancy limits to subsequent buyers of your home.

	Initial
Resident	
Resident	



CURRENT ZONING

The current zoning affecting the use of the rented lot is:

R-2 Low density, multi-family

Permitted uses include:

Residential uses including manufactured housing community.

The zoning authority for this park is: City of Portland - 823-7526.

Pending zoning action which could impact the park's zoning of which owner is aware:

None that we are aware of, but this subject to change by government mandate.

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. Your rental agreement may give you more protection than state law.

Our policy is to give you no less than 90 days notice of a rent increase. It is also our policy to adjust rents:

Each year, except in the event of unforeseen or unavoidable circumstances, or unless the park incurs expenses for government mandated improvements or programs. [11-1-99][10-2-00]

RENT ADJUSTMENT HISTORY

1997 \$	.00	1998 \$		1999 \$		2000 \$	.00	2001 \$	.00	2002 \$	.00	2003 \$	.00
2004 \$	.00												

How rent increases are determined:

RENT INCREASES SHALL BE DETERMINED BY LANDLORD BY REFERENCE TO INCREASED COSTS, PREVAILING MARKET RENTS, PREVAILING ECONOMIC CONDITIONS AND REPAIR OR IMPROVEMENT COSTS

See details in Attachment "A". (Rent adjustment Policy)

Lot Rental Amount

The resident will be responsible for payment of rent, special use fees, pass-through charges, user fees and other financial obligations, as follows:

1. Rent

The base rent for your lot is \$.00 per month.

<u>Type of fee</u>	<u>Amount</u>
1. Late rent charge	<u>\$ 50.00 per occurrence</u>
2. Returned Check Charge	<u>\$ 50.00 per occurrence</u>

[1-17-02]

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The resident will be responsible for payment of pass-through charges which are the resident's proportionate share of the direct costs and impact or hookup fees for any governmental mandated capital improvement or program. This may include the direct costs and impact or hookup fees incurred for capital improvements or programs required by or for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to resident on a pro rata basis. The pro rata share will be determined by dividing the number of manufactured home lots leased by a resident by the total number of leased manufactured home lots in the park. We will give 90 days notice of an increase for this reason but we don't have to wait for your anniversary date to do this.

Returned Check Policy

In the event a check accepted for rent, is returned by the bank because of non sufficient funds in the account upon which it is drawn, we will,

- ◆ Notify you by telephone and in writing of the occurrence.
- ◆ We will assess your account a \$ 50.00 NSF charge and if your rent is now late a \$ 50.00 late rent charge.
- ◆ We will expect you to issue a replacement check without delay. [1-17-02]
- ◆ Upon receipt of your original NSF from our bank we will return it to you for your records.

Generally

The costs of all other services required by resident are solely resident'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 "\$ 0.00" 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 resident any damages caused by resident, resident's family or resident's guests.

More information

Many financial consultants and mortgage lenders advise consumers to keep the total of rent, utility and manufactured home mortgage payments below 30% of take-home pay or income. This can be important if your income is fixed but your rent increases over time. **Please understand that we want you as a resident if you can afford to live here.**

**PERSONAL PROPERTY, SERVICES AND FACILITIES;
PROVIDED BY LANDLORD**

Other Facilities and Permanent Improvements

There are no other facilities and or permanent improvements planned for the park at this time.

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Personal Property

Resident is advised that any such park-owned equipment is used by resident, resident's family or resident's guests at their own risk. Resident waives any and all claims against landlord for any damages suffered as the result of such use. Resident is further advised that any damages to park-owned equipment caused by resident, resident's household or guests, the costs incurred to restore or replace as seen appropriate by management, will be promptly paid by resident to park management.

Property available for use by residents NONE

Some things you should know we do not provide are:

- | | |
|-------------------------|----------------------------|
| Locked gates | First aid services |
| Security guards/patrols | Emergency utility services |
| A local bus stop | Restricted access to park |
| Yard Debris removal | Stray Animal control |

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. Resident assumes the risk of and waives any claim against landlord for damages resulting from the criminal acts of third parties.

Our policy on landscape maintenance is as follows:

See Park Rules and Regulations, sect 4.a. for specific details.

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

Other information:

UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY

Service or utility	Paid by	Paid to	Source	Who arranges	NOTICE NEEDED
Water	Resident	Park	Portland Water Bureau	Park	N/A
Sewer	Resident	Park	Portland Water Bureau	Park	N/A
Storm water drainage	Resident	Park	Portland Water Bureau	Park	N/A
*Fire Protection	Resident	Park	Portland Water Bureau	Park	N/A
Garbage collection	Resident	Park	River City Disposal	Park	1-Day
Yard debris	Resident	Park*	River City Disposal	Park	N/A
Garbage can rental	Resident	Park	River City Disposal	Park	N/A
Phone	Resident	Provider	US West	Resident	5 days
Elect.	Resident	Provider	PGE	Resident	4-5 days

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**These utilities and services are provided under a bulk contract the park has with the local provider. They are billed monthly by the park to you. They are due and payable along with the basic lot rent. Water, sewer, storm drain charges and fire protection are based upon our costs. Garbage collection, and garbage can rental is a prorated share of our bulk contract with these providers. Approved type containers must be rented from River City Disposal.*

[3-27-00]

Changes to Utilities and Other Services: We must reserve the right to change these utility arrangements, including the billing procedure, with reasonable notice to you. Nonessential utilities could be discontinued if no provider was available and our involvement in providing this service was no longer economically feasible.

Unless your rental agreement provides otherwise, we reserve the right to bill the resident separately for utility service fees and charges assessed by the utility for services provided to or for lots in the park. Any separately billed utility fees and charges shall not be considered to be included in the rent charged for those lots 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 residents of fees and charges.

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

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 are imposed by landlord:

Application Fee (per applicant) **\$45.00**
[1-17-02]

The following fees and charges are imposed by government to move a home into the park. Amounts are subject to change and landlord does not warrant the list to be complete. Current costs can be obtained by calling the City of Portland 503-823-7357.

NOTE: If you are moving a home into Garden Meadows you must review and sign the "Park Pac" Section Attachment A-2, which will outline development requirements as well as costs imposed by landlord and or government agencies.

Placement Permit	Bureau of Planning	
Electrical	Bureau of Planning	
Water/Sewer	Bureau of Planning	
Building Permit	Bureau of Planning	
Rain drain Permit	Bureau of Planning	[10-15-02]

Note:

Homes now in the park and up to code will not need government permits:

A description of all improvements, both temporary and permanent, which are required to be installed by resident on the manufactured home lot as a condition of occupancy in the park and the required date for completion is as follows:

IMPROVEMENT	INSTALLED WITHIN
Hitches removed	Upon move-in
Garage	30 Days of Move-in
Skirting	30 Days of Move-in.

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- Gutters, downspouts, storm drain connection 30 Days of Move-in.
- Concrete driveways, walkways 30 Days of Move-in.
- Awnings 30 Days of Move-in.
- Storage shed (optional) 30 Days of Move-in.
- Porches or decks, steps 30 Days of Move-in.
- Landscaping 90 Days of Move-in.

NOTE: All improvements must meet all building codes, state, county, local, and detailed plans of the improvement must be submitted to the park and must be approved prior to starting the project.

[] If this box is checked, you have applied to buy a home in the park and as a condition of leaving the home in the park you or the present owner will be required to do certain things to the home and / or lot. These are detailed in ATTACHMENT "C".

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, SECTION 8-(H).

Other terms and conditions:

As this tenancy is offered month to month; the landlord reserves the following rights to amend the rental agreement and rules.

Note:

These reserved rights do not and cannot include the right to modify the term of the tenancy:

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

Oregon Law states "the landlord may propose changes in rules and regulations including changes that make a substantial modification of the landlord's bargain with a resident, and unless one eligible resident of record of (51%) of the effected residents in the facility object in writing or by petition within thirty (30) days of receiving the proposed change, the change shall be effective for all residents on a date not less than sixty (60) days after date the notice was served by the landlord". In the event the law changes, the landlord will comply with the revised law. Note: Only those spaces to be effected by the rule change may be a part of the vote. A Resident that has signed the rule upon move-in will not be entitled to object. [1-17-02]

Following is a summary of the park policy on sale of your home. For details see Rental Agreement, section 8. (G):

Resident to give thirty (30) day written notice of their intent to sell their home.

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	Initial
Resident	
Resident	



Prospective purchaser must meet with park management, obtain and accomplish an application and be approved for residency by landlord.

Purchaser shall not take up residency within park until approved by landlord.

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 residents. The park may be closed with notice of 180 to 364 days if the landlord finds you another lot and pays your moving expenses. Low-income residents 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 (MINIMUM 180 DAYS) 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 resident as stated above.

Assistance to resident 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 manufactured home and pay the moving costs yourself.

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. The owner may be obliged to notify a resident association of a possible sale and to negotiate with a resident association.

Park Policy:

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.

We cannot offer our residents any special priority ("right of first refusal") if we sell the park, but we will notify you and comply with valid state law in effect on the date of our Rental Agreement with you.

If we sell, the buyers cannot raise the rent until the date provided in your Rental Agreement.

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 formal complaint. Park management will meet and confer with the complainant and attempt to resolve the problem.

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

- Informal meeting
- Mediation and/or arbitration.
- Court

The second step, after the informal in-park hearing discussed above, is both mediation and arbitration. Our procedure is described in our Rental Agreement, section 10 and detailed in Attachment "B-3" Dispute Resolution Process.

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.

ATTACHMENTS:

Attachments

- Detailed rent Adjustment Policy "A"
- Resident acceptance Policy "A-1"
- Rental agreement "B"
- Rules and regulations "B-1"
- Pet agreement "B-2"
- Dispute Resolution Process "B-3"
- Prohibition of Criminal Activity Policy "B-4"
- Fix up Requirements "C"
- Lot Size Chart "D"
- Emergency Information File "E"
- Application for Residency "F"

[6-24-96]

OTHER IMPORTANT INFORMATION:

Amendment of Park Rules

Please read **Park Rules and Regulations, Section 11**, on amendment of park rules.

Our rules can be amended as previously discussed under Rental Agreement termination Policy, item 2. (Statement of Policy) in compliance with Oregon law.

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. Once you sign the agreement, we will allow you to cancel it by written notice to us for a period of 5 days or until occupancy in the park, whichever first occurs. After that, it is binding on you.

Amendments

This Statement of Policy contains in summary form 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. **This Statement of Policy is not itself a contract.**

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Resident	



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We reserve the right to amend this Statement of Policy and its exhibits from time to time: (a) for future residents, (b) for all residents to exercise the rights reserved herein, and (c) to comply with changes in federal, state and local law.

Effective Date:

November 1 1999, until superseded.

LESSEE

LESSOR:

Resident

Owner / Manager

Resident

Date [3-7-02]

Date 200

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Resident	
Resident	