

# STATEMENT OF POLICY FOR HAPPY VALLEY HOMES MHP

8750 SE 155<sup>TH</sup> Ave  
Happy Valley, OR 97086

## **LOCATION AND SIZE OF SPACE**

1. The location and size of our spaces vary. The approximate size of your space is:

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Keep in mind these are approximate size and boundaries. The space is reserved for you until 60 business days after we accept your application. You must sign a rental agreement by then.

## **FACILITY CLASSIFICATION**

1. The federal fair-housing age classification of this park is “housing for all ages”

2. Our policy in applying this classification is:

Our occupancy limit is 2 persons per bedroom plus 1 overall. These rules apply to buyers of your home. We cannot promise to keep this classification forever. It could change to another classification without your consent.

## **CURRENT ZONING**

1. The current zoning of the park is R-7, residential one home per 7000 square feet.

2. The zoning authority for this park is City of Happy Valley. Pending zoning action which could impact the park’s zoning of which owner is aware: None, but this could change.

## **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.

1. Our policy is to give you no less than 90 days notice of a rent increase.

\* We try to limit rent adjustments as much as possible, but we do reserve the

right to make changes whenever we deem it necessary.

2. 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 or any other costs related to the operation of the park, accounting, administration, legal and management fees, increased taxes, assessments and annual cost of living adjustment and a fair return on the owner's investment.

The tenant 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 space is \$\_\_\_\_\_ per month.

2. Special Use Fees:

<u>Type of fee</u>	<u>Amount</u>
Late Rent Charge	\$ <u>50.00</u>
Returned Check Charge (NSF)	\$ <u>25.00</u>

3. Generally:

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.

We reserve the right to make changes in this rent adjustment policy.

4. User Fees:

The tenant is responsible for the payment of user fees if tenant agrees to the provision of services for such fees by the landlord.

"User fees" are defined as those amounts charged in addition to the space rental amount for non-essential optional services provided by or through landlord to tenant under a separate written agreement between tenant and the person furnishing the optional service or services.

User fees are subject to increase. Notice of an increase in user fee charges will be provided to tenant ninety (90) days prior to the increase. The current user fees in the park are as follows:

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

1. In addition to the services necessary to maintain the facility in a habitable condition, the landlord will provide the following for the use of residents in accordance with park rules:

Streets and lights Common Area	Extra Parking
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2. Some things you should know we do not provide:

Security Gates Emergency First Aid Local Bus Stop	Service or Patrol Emergency Utilities
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We must ask you to be responsible for the security of your home and possessions and report any security problems to police and management.

3. Our policy on landscape maintenance is as follows:

- \* Tenant is responsible to maintain and clean their space. This includes mowing, weeding, fertilizing, pruning of shrubs and trees. 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.

- \* In general and except as expressly provided to the contrary in the Rental Agreement or 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).

4. Our policy on landscape & tree maintenance is as follows:

- \* 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.
  
- \* 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).

5. Tree policy:

- \* 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).
  
- \* 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.
  
- \* 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.

- \* 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).
- \* 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.
- \* 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.

## **UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY**

### **Payment By:**

	<b>Tenant</b>	<b>Landlord</b>	<b>Furnished By:</b>	<b>Who Contacts Provider</b>	<b>Notice Needed</b>
Sewer	X		WES	Mgmt	2 weeks
Garbage	X		Waste Mgmt	Tenant	2 weeks
Water	X		Sunrise Water	Mgmt	2 weeks
Electricity	X		PGE	Tenant	2 weeks
Phone	X		CenturyLink	Tenant	2 weeks
Cable TV	X		Comcast	Tenant	2 weeks

### **Changes to utilities and other services:**

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

your rules and regulations.

### **REFUNDABLE DEPOSITS, NON-REFUNDABLE FEES AND INSTALLATION CHARGES IMPOSED BY LANDLORD AND GOVERNMENT**

Your costs to get into the park will include: Government installation charges.

Note: Homes now in park need no government permits. We also require you to install a carport, deck and other items within 90 days of move-in. Read your rules and regulations.

A description of all improvements, both temporary and permanent, which are required to be installed by tenant on the mobile home space as a conditional of occupancy in the park and the required date for completion is as follows:

- Skirting 30 days from move-in
- Carport 30 days from move-in
- Shed 30 days from move-in
- Landscaping 90 days from move-in

### **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.

The tenancy offered is long term leases ONLY and may terminate for cause or upon closure of the park, as provided in the Rental Agreement.

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 where we reserve the right to make change.

Your rental agreement is not assumable by the buyer of your home. We require buyers of your home to get out approval before they buy, to meet our need tenant criteria at the time and to sign the rental agreement and rules we are then using, all of which may be different from current ones. Homes may stay in the park, as long as they comply with state and local codes and our maintenance rules.

### **PARK CLOSURE POLICY**

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 tenant association of a possible sale and to

negotiate with a tenant association.

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, or whatever current law states, 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.

### **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 park tenant association of a possible sale and to negotiate with a tenant association.

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 to first refusal”) to buy the park, but we will comply with state law in effect on the date of your rental agreement. If we sell, the buyer cannot raise rent until the annual adjustment 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 the receipt of a written complaint. Park management will meet and confer with the complainant.

We will not mediate or arbitrate disputes relating to:

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

### **THE FOLLOWING ATTACHMENTS ARE EXHIBITS TO THE DOCUMENT:**

- Rental Agreement/Long-Term Lease
- Rules and Regulations
- Straight Talk (cover letter)
- Receipt of Statement of Policy

### **OTHER IMPORTANT INFORMATION:**

#### **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.

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, and (c) to comply with changes in federal, state and local law.

If you are a prospective new tenant or an existing tenant being offered a new Rental Agreement, the policies in this document will be incorporated in the Rental Agreement you sign, which is 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:

- \* This Statement of Policy contains a summary of parts of your present Rental Agreement.
- \* 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.
- \* This document may also contain policies which 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.

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



**RECEIPT  
FOR  
STATEMENT OF POLICY**

The undersigned acknowledges receipt of the Statement of Policy and exhibits thereto for the facility whose name appears below. This is NOT a contract and signing it does not obligate the undersigned tenant or prospective tenant in any way. The only purpose of this receipt is to prove the documents were delivered as required by Oregon law. If you are a prospective tenant and refuse to sign this receipt, the landlord may refuse to rent to you.

Happy Valley Homes MHP  
Name of Community

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_