

# Idle Wheels

## Manufactured Home Park

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A 55 & Older Adult Community

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### STATEMENT OF POLICY

1. LOCATION & SIZE OF SPACE:

The location and size of our spaces vary. On the attached map we have marked the space you requested or occupy, with its approximate size and boundaries. The space is reserved for you until 5 business days after we approve your residency application. You must sign a rental agreement by then to hold the space.

2. FACILITY CLASSIFICATION:

The Federal Fair Housing age classification of this park is "housing for older persons": one member of the unit must be at least 55 years of age or older and you cannot sell to someone under 55 years of age without written park approval if the manufactured home is to remain in the park. Our policy in applying this classification is:

We require all residents to be over 45 years of age. Our occupancy limit varies depending on size of home & space. 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.

3. CURRENT ZONING:

The current zoning affecting the use of the rented space is: Agriculture/Urban Lands - Permitted uses include: farming, low-density housing.

The zoning authority for this park is the City of Eugene Planning Commission. We are within the urban growth boundary. Pending zoning action which could impact the park's zoning of which the owner is aware: None, but this could change.

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 an opportunity to meet with management to discuss any increase. Your rental agreement may give you more protection than state law.

Except for government-mandated charges, our rents are adjusted only once each year with 90 days notice to you.

Rent increases shall be determined by reference to increased costs, prevailing market rents, prevailing economic conditions and repair or improvement costs. Please see details in Exhibit A or the Rental Agreement. We do reserve the right to change this policy on 12 months notice. Not included in your base rent we also charge you certain fees and pass through charges, some are voluntary and some are mandatory.

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## Idle Wheels MHP, Statement of Policy

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### Mandatory Fees

- Late rent: \$25/mo. (after the 5<sup>th</sup>)
- Returned check: \$25.00

### Voluntary Fees

- RV Storage: \$25.00/vehicle/month
- Extra Vehicle: \$25.00/vehicle/month
- Laundry Room: Coin-op

### Pass Through Charges

Governmentally mandated hookup fees, capital improvements or programs. This may include the direct costs for public or private regulated utilities. The charges may be assessed to tenant on a pro rata basis.

We will give you 90 days notice of an increase for this reason. Many financial consultants advise consumers to keep the total or rent, utilities 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 tenant if you can afford to live here. We do not want to create financial problems for your or us, therefore we share these facts with you.

#### 5. PERSONAL PROPERTY, SERVICES AND FACILTIEIS PROVIDED BY LANDLORD:

In addition to the services necessary to maintain the facility in a habitable condition, the Landlord will provide the following for the use of the residents in accordance with park rules and the terms of your rental agreement:

- Recreation Room
- RV & Extra Vehicle
- Storage Common Areas
- Laundry Room
- Streets & Lights
- Garden Areas

All improvements are complete. None are planned at this time.

The owners reserve the right to eliminate or alter the existing amenities and facilities.

Some things you should know we do not provide are: Locked gates, security service or patrol, restricted access to park, emergency first aid, emergency utilities, in-park fire hydrants.

Tenants are responsible for the security of their own homes and personal property. The park has no security services or systems. Report any security problems to police and management. The tenant assumes all risks and waives any claim against the Landlord for damages resulting from criminal or negligent acts of third parties.

Except as specifically provided in this statement and your rental agreement, each tenant is responsible for the repair, maintenance and improvement of his or her manufactured home and space improvements including landscaping.

## Idle Wheels MHP, Statement of Policy

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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 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).

Our policy on trees, is as follows:

- (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 Park. 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 Park may have specific Rules & Regulations regarding maintenance of existing trees. Please refer to the Park 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.



## Idle Wheels MHP, Statement of Policy

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### 9. 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 the tenants. The Park may be closed with notice of 180 days to 364 days if the Landlord finds you another space and pays moving expenses. Low-income tenants may get a tax credit for moving costs.

We have no plans at this time to stop operating this Park. While we offer no contractual protections against future closure and reserve the right to close all or part of the Park, we do agree to give you proper notice. If we should close, we cannot provide you any help in moving and you will have to pay these costs yourself.

### 10. POLICY REGARDING SALE OF 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 tenant association.

We have no plans at this time for the sale of the Park, but you can 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 State Law in effect on the date of your rental agreement.

### 11. DISPUTE RESOLUTION POLICY:

To encourage Park residents and the owner or manager to settle disputes, it is the policy of this Park that each issue with merit shall be given a considered and fair review within 30 days of receipt of a written complaint. Park management will meet and confer with complainant if requested.

Disputes not resolved under the above procedure shall be resolved as follows: We offer you first an informal mediation process with the Oregon State Manufactured Home Park Ombudsmen or another neutral party and, second, an arbitration process, if necessary.

We will not mediate or arbitrate disputes relating to:

- (A) Park closure.
- (B) Park Sale
- (C) Rent, including the amount of rent, rent increases and nonpayment of rent.

### 12. THE FOLLOWING ATTACHMENTS ARE EXHIBITS TO THIS DOCUMENT:

- (A) Rental Agreement
- (B) Rules and Regulations
- (C) Park Layout
- (D) Rent Adjustment Policy
- (E) List of Facilities and Services within the Park and Community

**13. OTHER IMPORTANT INFORMATION:**

- (A) Amendment of Park Rules: Just like a condominium, our rules can be amended without your consent in compliance with Oregon Law.
- (B) Legal Advice: You have the right to seek legal advice. We recommend that you do so you will know 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 after signing or until occupancy in the Park, whichever first occurs. After that, it is binding on you.
- (C) Amendments: This Statement of Policy is not a contract. It contains in summary form the Landlord's current representations of the 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 subject to the specific language contained in the Rental Agreement and/or the Park Rules & Regulations, which are binding legal contracts for the term thereof and any renewals.

We reserve the right to amend this Statement of Policy and its exhibits from time to time: (a) for future tenants, (b) for present and future tenants to exercise the rights reserved herein, (c) to comply with changes in Federal, State and Local Law, and (d) to conform to future changes in policy adopted from time to time by the Landlord.

**14. EFFECTIVE DATE:**

This Statement of Policy is effective from January 1, 2022 until suspended. It is for prospective new tenants only, not existing tenants. Applicant or tenant acknowledges receipt of this Statement of Policy by signing below or by separate receipt.

Receipt of Statement of Policy

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

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Receipt of Statement of Policy

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_