

**MIDWAY MANOR
1625 Henderson Ave.
Eugene, OR 97403
541-726-7511**

STATEMENT OF POLICY

1. LOCATION AND SIZE OF SPACE:

The location and approximate size of your space # ____ is as follows: _____. Please see attached map. We do not reserve spaces. It is first come, first served.

2. FACILITY CLASSIFICATION:

This is a XX **55 and older**, ____ family, ____ 62 and older, facility. If this is an age 55 and older facility at least one (1) occupant of the home must be 55 years of age or older, and you may not sell your home to someone under age 55. If this is an age 62 and older facility all occupants of the home must be 62 years of age or older, and you may not sell your home to someone under age 62. There are no such limitations if this facility is open to families. However, we can't promise to keep the present classification forever. It could change. Pursuant to Oregon law, occupancy is limited to two (2) persons per bedroom. In the event that Federal law is interpreted as less restrictive, the Federal law will apply.

3. CURRENT ZONING:

The current zoning affecting the use of the rented space is **RA-UL (Suburban Residential)**. Permitted uses include **apartment houses, resident care facilities and other uses**. The zoning authority for this Community is City of Springfield. We are not aware of any pending governmental action, which could impact the Community's zoning at this time. Exceptions to the proceeding sentence (if any): **NONE OF WHICH WE ARE AWARE.**

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. Our policy is the same. We reserve the right to charge you certain other fees, deposits and charges (such as utility charges), which maybe passed through directly to you which are not regarded as "rent" and may be increased without a prior 90-day notice.

We generally make rent adjustments once a year. We try to limit rent adjustments as much as possible, but we reserve the right to make changes whenever we deem it necessary. Rent increases shall be determined by reference to increased costs, prevailing market rents, prevailing economic conditions and repair or improvement costs.

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

The existing base rent for your space is \$ _____ per month. This is exclusive of all other applicable fees, charges or deposits, which are additional.

Additional Fees:

Late Fee	<u>\$50.00</u>	<u>Security Dep</u>	<u>\$N/A</u>
Add'l Occ.	<u>\$N/A</u>	<u>Non-Compliance</u>	<u>\$50.00</u>
Extra Parking	<u>\$10.00/mo*</u>	<u>RV Storage</u>	<u>\$10.00/mo*</u>
N.S.F. Checks	<u>\$50.00</u>	<u>Pet Violation</u>	<u>\$50.00</u>

*(If space(s) available)

Pass-Through Charges:

The Resident may 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 governmentally 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 home spaces leased by a Resident by the total number of leased home spaces in the park. We will give 90 days written notice of an increase for this reason but we do not have to wait for your anniversary date to do this. Generally, the costs of all other services required by Resident are solely Resident's responsibility.

The dollar amounts set forth above represent only the amounts charged for each rental category on the date hereof, and are subject to increase. Wherever "N/A" appears for the amount charge, it means that charges for that category are not charged on the date hereof. The amount of these charges may be increased upon 90 day written notice. Nothing in the 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 and/or guest(s).

Many financial consultants and mortgage lenders advise consumers to keep the total of rent, utility and mobile/manufactured housing mortgage payments below 30% of take-home pay or income. This can be important if your income is fixed.

PLEASE UNDERSTAND THAT WE WANT YOU AS A TENANT IF YOU CAN AFFORD IT. WE DON'T WANT TO CREATE FINANCIAL PROBLEMS FOR YOU OR US, SO WE SHARE THESE FACTS WITH YOU.

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

In addition to the services necessary to maintain the facility in a habitable condition, the landlord will not be providing any additional personal property, services or facilities for the use of residents, except as indicated below:

We provide the following:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Mailboxes | <input checked="" type="checkbox"/> p/u of 1 - 32 gal garbage containers | |
| <input type="checkbox"/> Water line | <input type="checkbox"/> faucet for outdoor use | <input type="checkbox"/> outside space lighting |
| <input checked="" type="checkbox"/> Laundromat | <input checked="" type="checkbox"/> visitor parking | <input checked="" type="checkbox"/> recreation room |
| <input type="checkbox"/> Pool | <input type="checkbox"/> tennis court | <input type="checkbox"/> playground |
| <input type="checkbox"/> Basketball court | <input checked="" type="checkbox"/> RV storage | <input type="checkbox"/> RV parking |
| <input type="checkbox"/> Mini storage | | |
- Other: Car Wash Facility, Ping Pong Table, Kitchen Facilities, Tables/Chairs and Pool Table/Equipment.

Some things you should know we do NOT provide are: yard maintenance of tenant spaces, locked gates, security guards, restricted access to the Community, emergency first aid, and emergency utilities or RV parking. 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.

Our policy on landscape maintenance is as follows: You maintain your space, including the lawn and all trees and shrubs and we maintain the common areas. Any exterior improvements or construction you intend to make to your space, including but not limited to fencing, garage, carport, etc.), must first receive WRITTEN approval of management, and must conform to all local, State and Federal laws, ordinances and regulations. Mobile/manufactured home set-up must meet all applicable codes and be completed within the number of days designated in your rental agreement.

Upon termination of your tenancy, the space must be left substantially in the same condition as it was upon commencement. You will be only responsible for all damage to the space as a result of initial siting of the home and its removal from the space. 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.

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 & pinecones/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).

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.

6. UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY

	PAYMENT BY:		FURNISHED BY:	WHO CONTACTS PROVIDER	NOTICE NEEDED
	TENANT	LANDLORD			
Sewer		X	Midway	Landlord	None
Garbage		X	SaniPac	Landlord	None
Water		X	SUB	Landlord	None
Electricity	X		SUB	Tenant	1 week
Phone	X		Centurylink	Tenant	2 week
Cable TV	X		Comcast	Tenant	2 week
Garbage Cans	X		SaniPac 1-32gal	Tenant	1 week

Garbage service is provided once weekly and SaniPac provides the can(s). Recyclables must be placed in area designated by management. Resident is responsible for contacting providers whose services are paid by Resident.

Changes in Utilities and Services: Please note that even if Landlord has agreed to pay for any utilities noted above, the rental Agreement may allow for landlord to change this and pass all utilities through directly to you. We reserve the right to change utility payment arrangements, including the billing procedure, with reasonable notice to you. Unless your rental agreement provides otherwise, we reserve the right to bill you separately for utility service fees and charges assessed by the utility or services provided to or for spaces in the Community. 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.

Nonessential utilities, such as cable TV, could be discontinued if no provider were available or bulk rates (where applicable) were not available.

7. INSTALLATION CHARGES IMPOSED BY LANDLORD OR GOVERNMENT:

All costs of moving a home into the Community and all damages resulting from this process are solely your responsibility. Your costs to get into the Community are shown below:

Application fee(s), non-refundable, imposed by landlord: \$60.00 screening fee per each person 40 years of age or older.

The state and local government agencies impose all or some of the following non-refundable fees. Landlord does not warrant the list to be complete: County Permit

Fees, Trip Permit Fee, Electrical permit for hook-up depends upon who performs the service and Plumbing permit fee. These charges apply only to moving a home into the Community.

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 THE FOLLOWING THINGS TO THE HOME OR SPACE:

8. 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, violation of Community rules or your rental agreement. It may also terminate upon closure of the Community or upon expiration of your rental agreement term. Our policy is the same.

9. COMMUNITY CLOSURE POLICY:

Under current state law, all or part of the Community may be closed with 365 days notice and the landlord has no further obligation to tenants. The Community may be closed with notice of 180 to 364 days if the landlord finds you another space and pays your moving and set-up expenses or \$3,500 whichever is less. Our policy is the same. We have no current plans to close all or any portion of the Community, but this could change in the future.

10. POLICY REGARDING SALE OF THE COMMUNITY

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 Community or of written offers of purchase which the landlord intends to consider. Thereafter, the landlord may be required to negotiate in good faith with the association for sale of the Community to them. This does not apply to tax deferred exchanged of the Community. Our policy is the same. We have no present intention to sell the Community, but you must understand that this could change in the future.

11. DISPUTE RESOLUTION POLICY

To encourage Community residents and owner/manager to settle disputes, it is the policy of this Community that each issue with merit shall be given a fair hearing within 30 days of receipt of a written complaint. The specific procedure for dispute resolution is set forth in your RENTAL AGREEMENT. However, we do not offer arbitration or mediation of those disputes relating to: (a) Nonpayment of rent or other fees and charges provided in the rental agreement; (b) Increases in rent; (c) Closure or sale of the Community; or (d) Disputes for which the owner/manager could terminate the tenancy with 24-hour notice under ORS 90.400, or (d) Any dispute which resulted in a non-curable notice such as a repeat rules violation or a “three strikes” violation.

12. OTHER IMPORTANT INFORMATION;

12.1 The term of the tenancy is:

Month to Month

_____ Fixed term commencing on the _____ day of _____,
_____ and continuing to the _____ day of _____,
at which time it will terminate automatically without any further notice from landlord.

12.2 Homes moving into the park must be approved by park management PRIOR to move-in. A home will not normally be accepted if it is more than ten (10) years old as of the date of move-in.

RESIDENT SHALL NOT SELL THEIR HOME TO A PERSON WHO INTENDS TO LEAVE IT ON THE SPACE UNTIL THE LANDLORD HAS ACCEPTED THE PURCHASER AS A RESIDENT.

Landlord may give the new purchaser a rental agreement, which contains terms different than those in the existing tenant’s rental agreement. Landlord also reserves the right to require that based upon sale, the tenant or the purchaser perform certain required repairs to the home due to damage or deterioration. Landlord also reserves the right to impose as a condition of sale that tenant comply with certain other requirements, such as payment of all past due rent, payment of all past due taxes or assessments. If certain repairs are not made to the home following written notice from the landlord to do so, the home may have to be removed from the Community. Removal may affect market value of the home.

12.3 In the event of any change of Oregon or Federal law, landlord reserves the right to require that the resident a new rental agreement to comply therewith. Oregon Laws permit the rules and regulations to be amended by the landlord from time to time. Unless 51% of the units in the Community object in writing within 30 days of receiving notice of a proposed rule change, it shall become effective for all tenants 60 days after the date that the notice was served by the landlord. Our policy is the same.

12.4 All notices, which are required or permitted by law, shall either be hand delivered and/or mailed by first class mail (not certified), to the resident or landlord at the addresses below:

If to Landlord: Commonwealth Real Estate Services

18150 SW Boones Ferry Rd
Portland, OR 97224

If to Tenant: _____ and All Others

1625 Henderson Sp. _____
Eugene, Or 97403

Pursuant to ORS 90.910, if a notice is mailed, an additional 3 days shall be provided for compliance, and the notice shall recite the fact and extent of the extension.

- 12.5 Spaces and/or homes may **MAY NOT** may be subleased or transferred. If subleasing or transfer is permitted, landlord consent shall first be required. All homes must be owner-occupied.
- 12.6 Oregon law and Federal law permit the landlord to impose conditions upon approval of a resident relating to, but not limited to: pets, number of occupants, credit references, character references, and criminal records. Please read your rental agreement closely for details. Our policy is the same as these laws.
- 12.7 Landlord reserves the right, from time to time, to amend this Statement of Policy and exhibits based upon changes in State or Federal law or changes in policy of the Community.
- 12.8 The following temporary and permanent improvements are required to be installed by tenant on the space as a condition of occupancy in the Community.

<u>Improvement</u>	<u>Date of Completion</u>
Skirting	<u>30</u> days following occupancy
Awning	<u>60</u> days following occupancy
Landscaping	<u>90</u> days following occupancy
Decking	<u>60</u> days following occupancy

13. THE FOLLOWING ATTACHMENTS ARE EXHIBITS TO THIS DOCUMENT:

- Community Map
- Rules and regulations
- Rental Agreement
- Rental History Addendum

Applicant or tenant acknowledges receipt of this State of Policy and Exhibits by signing here or by signing a separate receipt.

LANDLORD:

TENANT(S):

Date: _____

Date: _____