

PORTLAND AMERICAN MOBILODGE

Mobile Home Park

Statement of Policy

Portland American Mobilodge

16901 SE Division St

Portland, OR 97236

(503) 761-6930

A MANUFACTURED HOUSING COMMUNITY FOR PERSONS 55 AND OLDER

STATEMENT OF POLICY

OF

PORTLAND AMERICAN MOBILODGE

16901 SE DIVISION STREET

PORTLAND, OR 97236

1. **LOCATION AND SIZE OF SPACE**

The location and approximate size of your space is as described on the attached map of the park (Exhibit A).

Our Policy on reserving spaces is as follows: Upon approval of your application, your rent will begin as set forth in the Rental Agreement, Section 4.

2. **FACILITY CLASSIFICATION**

The federal fair-housing age classification of this park is 55 and older, one member of the unit must be at least 55 or older.

We do apply occupancy limits as follows: The maximum number of occupants allowed to reside on any space shall be three (3) persons.

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

As a 55 and older park, we also apply the following rule: We require a minimum age of 18 for any resident.

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

3. **CURRENT ZONING**

The current zoning affecting the use of the rented space is A2/MR4 (Urban Medium Density Residential).

Permitted use include: Multiple dwelling structures, lodging/rooming house, structures for water, forest, wildlife conservation. Park operates on use permit approved at public hearing.

The zoning authority for this park is Multnomah Country.

Pending zoning action which could impact the park's zoning of which owner is aware: None currently known.

There are no definite future plans to seek a change in the zoning or permitted uses of the park land, or permitted uses of the park land, however, owner reserves the right to do so.

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 the opportunity to meet with management to discuss any increase. 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:

We try to limit rent adjustments as much as possible, but we do reserve the right to make changes whenever we deem it necessary.

Our normal policy is once annually unless it is deemed necessary due to unusual expenses or unforeseen operating costs. Such adjustments shall be at the sole decision of Management.

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.

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

1. Rent: the base rent for your space is \$_____per month
2. Types of Fee

	<u>Amount Monthly</u>
1. Late Rent Charge	\$ _____
2. Returned Check Charge	\$ _____
3. Pet Fee	\$ _____
4. Guest Fee	\$ _____
5. _____	\$ _____
6. _____	\$ _____
3. Pass-Through Charges: The tenant will be responsible for payment of pass-through charges which are the tenant's proportionate share of the direct costs and impact or hookup fees for any governmentally mandated capital improvements 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 tenant on a pro rata basis. The pro rata share will be determined by dividing the number of mobilehome spaces leased by a tenant by the total number of leased mobilehome spaces in the park. We will give 90 days notice of increase for this reason but we don't have to wait for your anniversary date to do this.

4. Generally: the costs of all other services required by tenant are solely tenant's responsibility.

The dollar amount 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 following rights to make changes in this rent adjustment policy as allowed by state law.

5. User Fees: The tenant is responsible for the payment for 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 services or services.

User fees are subject to increase. Notice of any increase in user fee charges will be provided to tenant ninety (90) days prior to the increase. Notice for each individual user charge will be as provided in the User Fee Agreement (see Exhibit D). The current user fees in the park are as follows:

RV Storage	\$ _____
Additional Parking	\$ _____
Rec Room Reservations	\$ _____
Laundry Room	\$ _____
_____	\$ _____
_____	\$ _____

6. More Information: Many financial consultants and mortgage lenders advise consumers to keep the total of rent, utility and mobilehome mortgage payments below 30% of take-home pay or income. This can be important if your rent increases over time. Please understand that we want you as a tenant if you can afford to live here. We don't want to create financial problems for you or us, so we share these facts with you.

By way of example, the rent for a typical space five years ago was \$_____. Current rent is \$_____, an increase of \$_____ or _____% in 5 years. At this rate of increase the rent 5 years from today would be \$_____ and 10 years from today would be \$_____. Actual rent may be more or less than this hypothetical example.

5. PERSONAL PROPERTY, SERVICES AND FACILITIES PROVIDED BY LANDLORD

BUILDINGS:

1. We do offer recreational and common facilities available for use by tenants.
2. There are buildings which are available for use by tenants. The following is furnished for your information:
 - a. Type of Building: Dining Room & Kitchen
 Intended Purpose: Dinners, Potluck, Parties
 Location: Near Office at park entrance
 Approx Floor Area: 1000 sq.ft.
 Capacity in Numbers of People: 40
 - b. Type of Building: Recreation Room & Library
 Intended Purpose: Meetings, Games, Reading
 Location: Centrally located near swimming pool
 Approx Floor Area: 1000 sq.ft.
 Capacity in Numbers of People: 40
 - c. Type of Building: Laundry (2)
 Intended Purpose: Washing and Drying clothes
 Location: 1 near office, 1 near swimming pool
 Approx Floor Area: 500 sq.ft.
 Capacity in Numbers of People: 15

6. UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY

	Payment by:		Furnished By	Who Contact	Notice
	Tenant	Landlord		Provider	Needed
Sewer	[]	[]	Am Mobilodge	_____	_____
Garbage	[]	[]	Am Mobilodge	_____	_____
Water	[]	[]	Am Mobilodge	_____	_____
Electricity	[]	[]	NW Nat. Gas	Tenant	48 Hours
Phone	[]	[]	Various	Tenant	48 Hours
Cable TV	[]	[]	Paragon TV	Tenant	10 Days
Garbage Cans	[]	[]	Tenant	_____	_____
	[]	[]	Am Mobilodge	_____	_____

Most spaces are wired for Cable TV. If space is not so equipped Comcast is currently charging a \$_____Installation fee which is subject to change.

Changes to Utilities and Other Services: We must reserve the right to change these utility arrangements, including the building procedure, with reasonable notice to you. Nonessential utilities, such as cable TV, could be discontinued if no provider were available. Please see Section 8 of your Rental Agreement.

This park supplies your water through a system classified by the State of Oregon as a Community Public Water system. The water source and distribution piping are owned by landlord.

7. **REFUNDABLE DEPOSIS, 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 responsibility. Your costs to move into the park are shown below:

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