

STATEMENT OF POLICY

REDWOOD ESTATES

This form is for use with the Manufactured Home Space Rental Agreement (Form 26)

1. LOCATION AND SIZE OF SPACE

The location and approximate size of space:

The location and approximate side/dimension of your space # _____ is approximately _____ square feet OR _____ by _____.

Our policy on reserving spaces is as follows:

We regrettably cannot reserve spaces. It is first come first served.

Other information: We reserve the right to change this policy at any time.

2. FACILITY CLASSIFICATION

The federal fair-housing age classification of this park is:

This is a 55 and older facility. If this is an age 55 and older facility **at least one** occupant of the home must be 55 years of age or older, and you may not sell your home to someone under the age of 55. However, we cannot promise to keep the present classification forever.

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

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: Phase 1 C2 & Phase 2-R2,

Permitted uses include: Mobile/Manufactured Homes

The zoning authority for this park is: City of Canby 503-266-4021.

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

We are not aware of any pending governmental action which could impact the Community's zoning at this time.

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 may be passed though directly to you) and are not regarded as “rent” and may be increased without a prior 90-day notice.

Additional Fees

Late Fee	\$25.00
NSF	\$25.00
Additional Parking	\$15.00

Many financial consultants and mortgage lenders advise consumers to keep the total of rent, utility and mobile 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 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, serviced or facilities for the use of residents, except as indicated below.

<input checked="" type="checkbox"/> Mailboxes	<input checked="" type="checkbox"/> Visitor Parking
<input checked="" type="checkbox"/> Garbage Containers	<input checked="" type="checkbox"/> Recreation Room
<input checked="" type="checkbox"/> Water Line for Outdoor use	<input checked="" type="checkbox"/> RV on very limited basis
<input checked="" type="checkbox"/> Outside Post Lighting	
<input checked="" type="checkbox"/> Laundromat	

SOME OF THE THINGS YOU SHOULD KNOW WE DO NOT PROVIDE ARE:

- Yard Maintenance of Tenant Spaced
- Locked Gates
- Security Guards
- Restricted Access to the Community
- Emergency First Aid
- Emergency Utilities
- 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.

6. LANDSCAPE & TREE MAINTENANCE:

Our policy on landscape & tree maintenance is as follows:

Tenant is responsible to maintain and clean their rental space, including but not limited to, maintenance of all trees, shrubbery and landscaping within the boundaries of their rental 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 rental space, we maintain the common areas. Any substantial improvements that you intend to make to your rental 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 rental 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 rental 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 rental 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 rental 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 rental 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.

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

UTILITY/SERVICE:	RESIDENT	LANDLORD
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Phone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cable TV	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage Cans	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Changes to Utilities and Services: We must reserve the right to change these utility arrangements, 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 section 8 of your Rental Agreement.

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

Changes to 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 directly though 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 for services provided to or for your 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, water, cable television, garbage and 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.

Our policy is:

[X] An application fee of \$60.00 is charged per applicant. Each person that will be residing in the home (over the age of 18) or on the title to the home will need to apply. These fees are nonrefundable.

[X] A refundable security deposit equal to the present rent amount is charged unless you have lived in the park since the deposit was less. In your case your security deposit is equal to one month of current rental rate. (See section 7 of the rental agreement for refund procedure.)

[X] A late rent fee of \$25.00 per month is charged if rent is not paid by the 5th day of the month.

[X] A fee of \$25.00 is charged for any returned checks. (If the returned check makes the rent payment late, the late rent fee is also imposed)

[X] 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 changes will be provided to tenant at least ninety (90) days prior to the increase. The current user fees in the park are as follows:

RV Storage (when available)	<u>\$ 25.00</u>
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*** R.V. storage is a courtesy and is not required. Landlord reserves the right to no longer provide R.V. storage at a later date.**

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 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. Our policy is the same.

9. COMMUNITY CLOSURE POLICY

Under current State law, if a manufactured dwelling park, or a portion of the park that includes the space for a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than as a manufactured dwelling park (and the closure is not required by the exercise of eminent domain or by order of Federal, State, or local agencies) the landlord may terminate a month-to-month or fixed term rental agreement for a manufactured dwelling park space by giving tenants not less than 365 days notice in writing before the date designated in the notice for termination and by paying tenants one of the following amounts for their dwelling: (a) \$5,000 if it is a single-wide; (b) \$7,000 if it is a double-wide; or (c) \$9,000 if it is a triple-wide or larger. Certain local jurisdictions in Oregon may have ordinances that provide increased benefits and/or money to tenants located in a manufactured dwelling park that is closing. Our policy is the same.

You are encouraged to review ORS Chapter 90 (Oregon's landlord-tenant law) and your local city or county ordinances regarding park closure, or have an expert do so on your behalf before entering into your tenancy. 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 exchanges 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 the owner/manager to settle disputes, it is the policy of this Community that each issue with merit shall be given fair hearing with 30 days of receipt of written complaint. The specific procedure for dispute resolution is set forth in your Rental Agreement and/or Rules and Regulations. 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; (d) Disputes for which the owner/manager could terminate the tenancy with 24-hour notice under ORS 90.400, or (e) 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 Term of this tenancy is: Month to month

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

12.3 In the event of any change in Oregon or Federal law, landlord reserves the right to require that the tenant sign a new rental agreement to comply therewith. Oregon law permits 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 thirty (30) days of receiving notice of proposed rule change, it shall become effective for all tenants sixty (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 or and/or mailed by first class mail (not certified), to the tenant or landlord at the addresses below:

If to Landlord: Redwood Estates
 620 SE 2nr Ave. #8
 Canby, OR 97013

If to Tenant: _____
 620 SE 2nd Ave. #_____
 Canby, OR 97013

Pursuant or ORS 90.910, if notice is mailed, an additional three (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 (check one): [] may [] may not be subleased or transferred. If subleasing or transfer is permitted, landlords consent shall first be required. All homes must be owner-occupied. Tenant 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 tenant. Landlord may give the new purchaser a rental agreement which contains terms different than those in the existing tenants rental agreement. Landlord reserves the right to require that based upon sale, the tenant or the purchaser performs certain required repairs to the home due to damage or deterioration. The 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.

12.6 Oregon law and Federal law permit the landlord to impose conditions upon approval of tenant 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.

