

# **STATEMENT OF POLICY OF SWISS MEADOW VILLAGE**

## **LOCATION AND SIZE OF SPACE:**

**1. The location and approximate size of your space is:**

- \* Address \_\_\_\_\_ Strawbridge Parkway
- \* Space # \_\_\_\_\_
- \* Approximate size \_\_\_\_\_ square feet

**2. Our policy on reserving spaces is as follows:**

- \* A space may be reserved upon payment of a deposit equal to the first months rent.
- \* If you do not occupy the space within thirty (30) days, you may either:
  - Forfeit the deposit on the 10th day following receipt of deposit.
  - Renew the reservation for a period of thirty (30) additional days by paying the designated monthly space rent.
- \* In order to extend the reservation, tenant agrees to notify the park manager in writing.

## **FACILITY CLASSIFICATION:**

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

- \* Family park allowing residents of all ages

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

- \* We do apply occupancy limits as follows:
  - Oregon Law is two (2) persons per bedroom depending upon size of the bedroom and overall size of the dwelling unit.
- \* We reserve the right to apply different occupancy limits to subsequent buyers of your home.

**CURRENT ZONING:**

- 1. **The current zoning affecting the use of the rented space is:**
  - \* R-3; High Density Residential
  
- 2. **Permitted uses include:**
  - \* Residential
  
- 3. **The zoning authority for this park is:**
  - \* City of Sandy - 668-5533
  - \* Clackamas County Planning and Zoning - 665-8521
  
- 4. **Pending zoning action which could impact the park's zoning of which owner is aware:**
  - \* None

**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.

- 1. **Our policy is to give you no less than ninety (90) days notice of a rent increase.**
  
- 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 improvements 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.

**Space Rental Amount:**

1. **Special Use Fees**

<u>Type of fee</u>	<u>Amount</u>
1. Late rent charge	<u>\$50.00</u>
2. Returned Check Charge	<u>\$50.00</u>

## 2. 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 "O" 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.

## 3. User Fees

The tenant is responsible for the payment of user fees if tenant agrees that the services will be provided 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 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 ninety (90) days prior to the increase. Notice for each individual user charge will be as provided in the User Fee Agreement. The current user fees in the park are as follows:

RV Storage

\$35.00 per month, per R.V. up to 20' in length.

\$35.00 per month, plus \$1.00 per month for each foot over 20' in length, per vehicle.

## 4. More information

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.**

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

### **Buildings:**

**1. Are there any buildings which are available for use by tenants?**

Yes \_\_\_ No X

\* None

**Personal Property:**

**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.**

The park has no security services or systems. Tenant assumes the risk of and waives any claim against landlord for damages resulting from the criminal acts of third parties.

**1. Our policy on landscape maintenance is as follows:**

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

\* Our policy on landscape maintenance is as follows: 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 Rules, each tenant is responsible for the maintenance and repair of his or her mobile home, mobile home lot and all improvements thereon (including landscaping).

**UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY:**

	PAYMENT BY		FURNISHED	WHO CONTACTS
	TENANT	LANDLORD	BY	PROVIDER
Sewer	<u>X</u>	_____	<u>City of Sandy</u>	<u>Tenant</u>
Garbage	<u>X</u>	_____	<u>Waster Management</u>	<u>Tenant</u>
Water	<u>X</u>	_____	<u>City of Sandy</u>	<u>Tenant</u>
Elec.	<u>X</u>	_____	<u>P.G.E.</u>	<u>Tenant</u>
Phone	<u>X</u>	_____	<u>Verizon</u>	<u>Tenant</u>
Cable TV	<u>X</u>	_____	<u>Charter Cable</u>	<u>Tenant</u>
Garbage	<u>X</u>	_____	<u>Tenant</u>	<u>Tenant</u>

**\* Tenant is responsible for disposal of grass clippings, pruning and trimming of trees and shrubs on tenant's space.**

**Changes to Utilities and Other 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.

Unless your rental agreement provides otherwise, we reserve the right to bill the tenant separately for utility service fees and charges assessed by the utility for services provided to or for spaces in the park. 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.

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

**1. All costs of moving a home into (and out of) the park and any damage to the park resulting from this process are your sole responsibility. Your costs to get into the park are shown below:**

\* The following non-refundable fees and installation charges are imposed by landlord:

Application Fee \$45.00

**2. The following fees and charges are imposed by government to move into the park. Amounts are approximate and are subject to change and landlord does not warrant the list to be complete. We have listed below the government agencies and their phone numbers, where available. Note: Homes now in the park and up to code will not need government permits:**

\* Mobile Home Placement Permit - \$285.00

\* Sewer Permit - \$910.00

\* Electric Permit - \$45.00

\* If 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 certain things to the home and/or space.

- Bring up to park standards

- Wash and/or paint the mobile home
- Landscape improvements required by landlord

## **LANDSCAPE & TREE MAINTENANCE:**

### **1. 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).

### **2. 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.

### **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.

#### **1. Term of the tenancy offered:**

- \* The tenancy offered is a month to month tenancy.
- \* In the event of any change of Oregon or federal law, landlord reserves the right to require that the tenant sign a new rental agreement to comply therewith.

#### **2. Other terms and conditions:**

- \* Oregon Law states "the landlord may propose changes in rules and regulations including changes that make a substantial modification of the landlord's bargain with a tenant, and unless tenants of fifty-one percent (51%) of the units in the facility object in writing within thirty (30) days of receiving the proposed change, the change shall be effective for all tenants on a date not less than sixty (60) days after the date that the notice was served by the landlord".

#### **3. Following is a summary of the park policy on sale of your home. For details see Rental Agreement, section "12":**

- \* **THIS FACILITY HAS A POLICY ON REMOVAL OF HOMES BASED ON AGE AND/OR CONDITION OF THE HOME FOR SUBSEQUENT BUYERS. THIS POLICY MAY IMPACT THE MARKET VALUE OF THE DWELLING.**

- \* **If the home may remain in the park on resale, the following applies:**
- \* Tenant give thirty (30) day notice of intent to sell home.
- \* Prospective purchaser must fill out application and be approved by the landlord.
- \* Purchaser will not move into mobile home until approved by park.

**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 tenants. The park may be closed with notice of 180 to 364 days if the landlord finds you another space and pays your moving expenses. Low income tenants can get a tax credit for moving costs.

**IF WE SHOULD DECIDE IN THE FUTURE TO CLOSE ALL OR PART OF THE PARK, WE WILL GIVE YOU NO LESS THAN 180 DAYS NOTICE (MINIMUM 180 DAYS) PRIOR TO SUCH CLOSURE TO ALLOW YOU TIME TO MAKE PLANS.**

**1. Contractual Protection Against Closure:**

- \* Landlord offers no contractual protection against future closure of the park and reserves the right to close the park at any time with notice to tenant as stated above.

**2. Assistance to tenant if park closes:**

- \* In the event of closure, we can not offer you any assistance in excess of that required by law as of the date of our Rental Agreement with you. This means that you could have to find another place for your mobile home and pay the moving costs yourself.

**POLICY REGARDING SALE OF THE PARK:**

The landlord reserves the right to sell the park at anytime and to any purchaser.

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 park or of written offers of purchase(s) which the owner intends to consider. Thereafter, the owner may be required to negotiate in good faith with the association for the sale of the park to them. This does not apply to tax deferred exchanges of the park. Our policy is the same.

**1. Park Policy:**

- \* We have no definite present plans for sale of the park but you will appreciate that we cannot predict the future. For this reason, we cannot offer any assurances on this point.



- \* If we sell, the buyers cannot raise the rent until the 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 give a fair hearing within 30 days of receipt of a formal written complaint. Park management will meet and confer with the complainant and attempt to resolve the problem.

**1. Disputes not resolved under the above procedure shall be resolved as follows:**

- \* Informal meeting
- \* Mediation and/or arbitration
- \* Court

The second step, after the informal in-park hearing discussed above, is mediation and arbitration. Our procedure is described in our Rules, section "17". See Addendum to the Rules and Regulations, Dispute Resolution.

**In accordance with Oregon Law, we must respectfully decline to mediate or arbitrate disputes relating to:** (a) Park closure; (b) Park sale, or (c) Rent, including the amount of rent, rent increases, and nonpayment of rent.

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

	Exhibit
<input checked="" type="checkbox"/> Sample Rental Agreement	A
<input checked="" type="checkbox"/> Rules and Regulations	B
<input checked="" type="checkbox"/> Pet Agreement	C
<input checked="" type="checkbox"/> RV Storage Agreement	D
<input checked="" type="checkbox"/> Accessory Package Worksheet	E

**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. After you sign the Rental Agreement, it is binding on you.

**Amendments:**

This Statement of Policy contains in summary from the landlord's representations of park policies in effect as of this date.

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, (c) to comply with changes in federal, state and local law; and (d) revision in park rules and regulations.

**If you are a prospective new tenant or an existing tenant**, 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.

**Effective Date of Legislation:** July 1, 1992 until Superseded

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

\_\_\_\_\_

Date\_\_\_\_\_