

# STATEMENT OF POLICY

TERRACE LAKE PARK  
2120 Robins Ln SE, Salem OR 97306

Terrace Lake Park (park) provides spaces for placement of manufactured homes on a month-to-month tenancy. The park is properly registered with the Oregon Department of Housing & Community Services as a Senior Park for homeowners age 55 and over.

This Statement of Policy contains in summary form the park owner's representations of park policies in effect as of this date. It is subject to the park owner's reserved rights to amend or change these policies. **This Statement of Policy is not itself a contract.**

The spaces in the park vary in size, but average 6,300 sq ft; some are slightly larger and some are smaller.

The federal fair-housing age classification of the park is a Senior 55+ facility. Marion County zoning classification for the park is multi-family mobile home park.

The resident is responsible for all installation fees. None are imposed by the park. There is a non-refundable application fee of \$35 per person. If applicant(s) have been living out-of-state within the past 5 years, an additional \$15 per person is required for an out-of-state background check.

No one but the parties who have signed the rental agreement is allowed to occupy the residence for any period longer than 10 days, whether consecutive or nonconsecutive, during any 12 month period without written permission or a separate application with proper fees, to the park manager.

The resident will be responsible for payment of the monthly space rent of \$518.59. Rents paid by the 5<sup>th</sup> of the month receive a \$25 discount each month. Other fees which may be incurred apply to late rent fees and returned check charge (NSF) fees.

## UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY

	PAYMENT BY:	
	TENANT	LANDLORD
Water	x	
Sewer	x	
Garbage		x
Cable TV(Basic)		x
Electricity	x	
Natural Gas *	x	
Garbage Cans	x	

\* Where applicable

Changes to Utilities and Other Service:

We must reserve the right to change these utility arrangements, including the billing procedures, with reasonable notice to you. Nonessential utilities, such as cable TV, could be discontinued if no provider were available.

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The park policy regarding rent adjustment is the rent increases will be preceded by a written 90-day notice that automatically amends the Rental Agreement. We try to limit rent adjustments as much as possible, but we do reserve the right to make changes whenever we deem it necessary. Rent increases shall be determined by the Park owner according to increased costs, prevailing market rents and economic conditions, repair or improvement 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.

The resident is responsible for the payment of user fees if the resident agrees to the provision of services for such fees by the park owner. "User fees" are defined as those amounts charged in addition to the space rental amount for non-essential optional services provided by the park owner to the resident under a separate written agreement between the park owner and resident. The current user fees in the park are \$25 per month for the use of an RV storage space. RV Storage is a courtesy and is not required. The park owner reserves the right to no longer provide RV storage at any later date. User fees are subject to increase and written notice will be provided to resident 90 days prior to the increase.

The park makes available for resident use of a clubhouse, hot tub, and an outdoor swimming pool. Residents are advised that any such park owned equipment is used by the resident, resident's family, or resident's guests at their own risk. Resident must be present at all times.

The park provides no personal property and maintains common areas in usable condition for purposes intended.

Rental Agreements are terminated according to the provisions of Oregon law ORS 90.620 to 90.632. No closure of the park is contemplated by the park owner. If closure is ever contemplated, residents will be notified pursuant to the provisions of Oregon law ORS 90.635.

No sale of the park is contemplated. If sale of the park is ever contemplated, residents will be notified pursuant to the provisions of Oregon law ORS 90.810.

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The park owner encourages informal dispute resolution as provided by Oregon law ORS 90.610.

The park furnishes garbage service, and basic cable TV. Residents are responsible for water, sewer, electricity, telephone, and fuel.

The park owner asks the residents to be responsible for the security of their own home and possessions and report any security problems to police and park management. Resident assumes the risk of and waives any claim against the park owner or any other representative for damages resulting from the criminal acts of third parties.

In general and except as expressly provided to the contrary in the Rental Agreement and/or Park Rules & Regulations, each resident is responsible for the maintenance and repair of his or her manufactured home, manufactured home lot, and all improvements thereon (including landscaping). Any decks, awnings, and the garage are also the property of the homeowner.

Our policy on landscape & tree maintenance is as follows:

1. Resident 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 Resident 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. Resident 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 Resident. 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 park management. Upon termination of your tenancy, the space must be left in substantially the same condition as it was upon commencement. Resident 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 park owner or Resident, shall become the property of the park owner upon termination of the tenancy, unless the parties agree otherwise in writing prior to such termination.
2. In general, and except as expressly provided to the contrary in the Rental Agreement or Park Rules and Regulations, each Resident is responsible for the maintenance and repair of his or her mobile home, mobile home lot and all improvements thereon (including landscaping).

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Our policy on trees is as follows:

1. Any tree(s) which is intended to be planted on the Resident's space must first have a written request submitted to park management 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).
2. 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 Resident's space in the park. Trees exceeding this height at maturity will generally not be allowed.
3. Trees which, in the sole opinion of park management, 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 Resident's space.
4. Failure to receive written approval from park management or misrepresentation by the Resident, 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 Resident's sole expense and/or termination of tenancy. This applies at any time during the lifespan of said nonconforming tree(s).
5. Resident shall take any and all reasonable steps to properly care for any tree on Resident's space, whether planted previously or by Resident, to ensure it does not grow or deteriorate to the point of presenting a future safety risk to Resident'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.
6. Park manager reserves the right, but is not obligated, to remove any tree which Resident fails to properly maintain and/or remove or otherwise cease from planting and to charge the Resident for all costs associated with such trimming or removal except for that which is not permitted according to Oregon Law ORS 90.727.

## **Terrace Lake Park Statement of Policy**

**If you are an existing resident in this park not** being offered a new Rental Agreement, then the following applies:

This Statement of Policy contains a summary of parts of your present Rental Agreement. This Statement of Policy cannot change your present agreement without your consent. Anything in this document that conflicts with your Rental Agreement is not binding on you, unless a change in the law has had the effect of changing the Rental Agreement. This document may also contain policies which are not part of your present agreement; you can make these policies part of your contract with the park owner by signing a new Rental Agreement. Unless you sign a new Rental Agreement, certain policies may be subject to change.

**Effective date of this Statement of Policy:** March 1, 2016, until superseded.

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

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Dated: \_\_\_\_\_