

# STATEMENT OF POLICY OF

## LOCATION AND SIZE OF SPACE:

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

- \* As described on the attached map of the park (Exhibit A).

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

- \* A space may be reserved upon payment of a NON-REFUNDABLE deposit of \$ 500.00
- \* If you do not occupy the space within thirty (30) days, you may either:
  - Renew the reservation for a period of thirty (30) additional days by paying the designated monthly space rent or,
  - Forfeit the deposit
- \* In order to extend the reservation, tenant agrees to notify the park manager in writing.

## FACILITY CLASSIFICATION:

1.

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

## **CURRENT ZONING:**

**1. The current zoning affecting the use of the rented space is:**

**2. The zoning authority for this park is:**

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

- \* None
- \* Zoning may change through no control of park owner.

**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. Your rental agreement may give you more protection than state law.

**1. Our policy is to give you no less than 90 days notice of a rent increase.**

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

**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 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 and a fair return on the owner's investment.

**Space Rental Amount:**

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

**1. Rent**

- \* The base rent for your space is \$315.00 per month.

## 2. Special Use Fees

<u>Type of fee</u>	<u>Amount</u>
1. Late Rent Charge	\$ 25.00
2. Returned Check Charge (NSF)	\$ 25.00
3. Guest Fee (after 3 days)	\$
4. OTHER	\$

## 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 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 tenant on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a tenant by the total number of leased mobile home spaces in the park. We will give ninety (90) days notice of an 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 amounts 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 right to make changes in this rent adjustment policy.

## 5. User Fees

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 charges will be provided to tenant ninety (90) days prior to the increase. The current user fees in the park are as follows:

RV Storage *	\$
Rec Room Reservations	\$

\* 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.

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

1. Are there any recreational or common facilities available for use by tenants?  
Yes \_\_\_ No X

**Personal Property:**

- 1 List all items of personal property, such as shuffleboard equipment, chairs, lawn mowers or other items that are available for use by residents. Tenant is advised that any such park-owned equipment is used by tenant, tenant's family or tenant's guests at their own risk. Tenant waives any and all claims against landlord for any damages suffered as the result of such use:

\* None

All of the facilities, personal property and services provided by landlord are subject to published use rules which can change from time to time with reasonable notice. All facilities have been completed except as noted above. The landlord reserves the right from time to time to alter or change any of such facilities, personal property or services by their removal, relocation or alteration. No assurance is given that any of the foregoing facilities, personal property or services will remain available for the

residents' use for any specified period after the date hereof, except the landlord agrees that the following facilities, personal property or services will remain available as indicated below:

Some things you should know we do not provide are:

- first aid services
- security guards/patrols                       emergency utility services
- a local bus stop
- fire hydrants in park

**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 and clean their space. This includes mowing, weeding, fertilizing, pruning of shrubs and trees. 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 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).

**TILITIES AND SERVICES AND PAYMENT RESPONSIBILITY:**

	PAYMENT BY		FURNISHED BY	WHO CONTACTS PROVIDER	NOTICE NEEDED
	TENANT	LANDLORD			
Water	<u>T</u>				
Sewer	<u>T</u>				
Garbage		<u>L</u>			
Electric	<u>T</u>				
Natural Gas	<u>T</u>				
Phone	<u>T</u>				
Cable TV	<u>T</u>				
Garbage Cans	<u>N/A</u>				

**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 \_\_\_ 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.

\* If this box is checked, 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. The water source is a **[select one]** [ ] well [ ] spring and is **[select one]** [ ] unchlorinated [ ] chlorinated. The water is regulated for quality and tested under the federal Safe Drinking Water Act that is administered by the Environmental Protection Agency and the Drinking Water Program section of the Oregon State Health Division. Test results are available through the Health Division and questions concerning the test results may be addressed to them.

**Other Information:**

**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:

2. The following non-refundable fees and installation charges are imposed by landlord:

Application Fee \$ 45.00 1) Move-in Fee \$

1) For each applicant unless the co-applicant has the same last name. If the applicants have different last names, it will be necessary to process two applications, one for each last name.

\* Landlord incorporates by reference all special use fees specified in this statement.

3. The following refundable deposits are imposed by landlord and are refundable as described below or in the Rental Agreement, section \_\_\_\_.

\*

\*

4. 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:

\*

\*

5. A description of all improvements, both temporary and permanent, which are required to be installed by tenant on the mobile home space as a condition of occupancy in the park and the required date for completion is as follows: Note: See Park Rules and Regulations, Sections 2 (Manufactured Home Set Up) & 3 (Manufactured Home Standards) for details:

\*

\*

\* Skirting must be installed within thirty (30) days after move-in.

- \* Awnings, decks, and storage shed must be installed within ninety (90) days after move-in.
- \* Basic landscaping must be installed within ninety (90) days after move-in.
- 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 certain things to the home and/or space.
  - Bring home up to park standards in compliance with Re-Sale Compliance Notice **(Form #39)**
  - Wash and/or paint mobile home
  - Landscaping improvements required by the Landlord
- If this box is checked, the following improvements are not required of existing tenants on the date of this Statement of Policy but are required of new tenants:

**Other information:**

**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 MONTH TO MONTH AND MAY TERMINATE FOR CAUSE OR UPON CLOSURE OF THE PARK, AS PROVIDED IN THE RENTAL AGREEMENT, SECTIONS \_\_\_\_\_.
- \* THE TENANCY OFFERED IS FOR A TERM OF \_\_\_\_\_ YEARS. IT WILL TERMINATE WITHOUT NOTICE OR CAUSE AT THE END OF THAT TERM UNLESS YOU AND LANDLORD BOTH AGREE TO RENEW IT. IT MAY TERMINATE EARLIER FOR CAUSE OR UPON CLOSURE OF THE PARK, AS PROVIDED IN THE RENTAL AGREEMENT, SECTIONS \_\_\_\_\_. WHEN YOUR LEASE TERMINATES, IF YOU FAIL TO SUCCESSFULLY NEGOTIATE A NEW LEASE YOU WILL BE REQUIRED TO PEACEFULLY VACATE THE SPACE.
- \* 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:**

If this box is checked, the **tenancy offered is month to month** and the landlord reserves the following rights to amend the rules and regulations. **Note: These reserved rights do not and cannot include the right to modify the term of the tenancy:**

[List reserved rights and disclose when and how they may be exercised.]

- 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".
- In the event this law changes, landlord will comply with revised law.

If this box is checked, the **tenancy offered is for a fixed term** and the following policies apply **if** their box is checked:

- Upon expiration of this term, we intend to offer you a renewal term of \_\_\_ years on substantially the same terms and conditions as are then being offered to new tenants.
- We regret that we cannot commit in advance to renew your tenancy when the above term expires, but we will decide when the time comes.
- We will provide you no less than \_\_\_ months notice, prior to the end of your term, of our intention to renew or not to renew your tenancy.

\* Upon expiration of your term, we would consider a renewal subject to the following conditions:

\* Other:

**3. Following is a summary of the park policy on sale of your home, and on assumption (if allowed) of your rental agreement by the buyer. Please see the Rental Agreement, Section \_\_\_\_, for details.**

\*

\* **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 must give written thirty (30) day notice to landlord of intent to sell mobile home.
  - \* Prospective purchaser must fill out an application and be approved by the landlord.
  - \* Purchaser shall not move into the mobile home until purchaser has been approved by the landlord and signed a new Rental Agreement.
  - \* Oregon and federal law permit the landlord to deny tenancy on the basis of, but not limited to: pets; number of occupants; credit references; character references; criminal records; tenant history of eviction or property damage; rental history; unverifiable or insufficient income; or incorrect, incomplete, or unverifiable application information. Our policy is the same as these laws.
- 4. Following is a summary of the park policy on conditions, if any, which may require your home to be removed from the park. You may replace it with another home during the term of your tenancy. For details see the Park Rules and Regulations, Section \_\_\_\_.**

**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. Landlord offers the following contractual protection against future closure of the park:**

- \* The park will remain open until at least \_\_\_\_\_.
- \* Other:

**3. 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.
- \* In the event of closure, we will provide you the following assistance in excess of that required by law:

**4. Landlord has no current plans for closure of the park or for changes in the use of the land under the park, but you will appreciate that we cannot predict the future. For this reason, we cannot offer any assurances on this point.**

**5. If this box is checked, landlord has the following plans for closure of the park or for changes in the use of the land under the park:**

- \_\_\_\_\_
- \_\_\_\_\_

**Other information:**

**POLICY REGARDING SALE OF THE PARK:**

Under current state law, the owner may sell the park to anyone and you have no special priority ("right of first refusal") to buy it. A buyer may raise the rent with 90 days notice unless your rental agreement provides otherwise. The owner may be obliged to notify a tenant association of a possible sale.

**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.
- \* We have the following plans for sale of the park:
- \* We cannot offer our tenants any special priority ("right of first refusal") if we sell the park, but we will notify you and comply with valid state law in effect on the date of our Rental

Agreement with you.

- \* We can offer a right of first refusal on the following terms:
  
- \* If we sell, the buyers cannot raise the rent until the date provided in your Rental Agreement.
  
- \* In the event of sale of the park, we can offer no protection against rent increases and must reserve the right for a buyer to raise rents as provided in the Rental Agreement.

**Other information:**

**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 given a fair hearing within 30 days of receipt of a formal complaint. Park management will meet and confer with the complainant and attempt to resolve the problem.

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

The second step, after the informal in-park hearing discussed above, is **[select one]**  mediation  arbitration  both mediation and arbitration. Our procedure is described in our Rules, section \_\_\_\_ or below:

**In accordance with Oregon Law, we must respectfully decline to mediate or arbitrate disputes relating to:** (a) park closure; (b) park sale; (c) rent, including the amount of rent, rent increases, and nonpayment of rent; (d) any dispute for which a 24 hour notice of termination may be issued; (e) any violation of the rental agreement or rules and regulations for which a second notice has been issued by the owner or park management within the preceding six months.

**Other information:**

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

		Exhibit
<input type="checkbox"/>	Park Layout	A
<input checked="" type="checkbox"/>	Rental Agreement	B
<input checked="" type="checkbox"/>	Rules and Regulations	C

<input type="checkbox"/>	Pet Agreement	D
<input type="checkbox"/>	R.V. Storage Agreement	E
<input type="checkbox"/>	Re-Sale Compliance Notice (Form #39)	F
<input type="checkbox"/>	Detailed Rent Adjustment Policy	G
<input type="checkbox"/>	User Fee Agreement	H
<input type="checkbox"/>	_____	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	_____	

**OTHER IMPORTANT INFORMATION:**

**Amendment of Park Rules:**

Please read Rental Agreement, Section **#18**, on amendment of park rules. Our rules can be amended without your consent in compliance with Oregon law.

**Park Management:**

Please read the Park Rules and Regulations, Section \_\_ regarding arrangements for management of the park.

**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. Once you sign the agreement, we will allow you to cancel it by written notice to us for a period of 5 days or until occupancy in the park, whichever first occurs. After that, it is binding on you.

**Amendments:**

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

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, and (c) to comply with changes in federal, state and local law.

**If you are a prospective new tenant or an existing tenant being offered a new Rental Agreement**, 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.

**If you are an existing tenant 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 your 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 landlord by signing a new Rental Agreement. Unless you sign a new Rental Agreement, certain policies may be subject to change.

**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: