

STATEMENT OF POLICY BRISTIOL PARK MHC LLC

1. LOCATION AND SIZE OF SPACE:

SPACE # _____

Approx size _____ sq feet

2. Policy reserving spaces:

A space may be reserved upon receipt of a deposit equal to the first months rent.

If you do not occupy the space within 30 days you may either;

Renew the reservation for a period of thirty additional days by notifying the park manager in writing and paying the designated monthly space rent or, forfeit the deposit on the 31st day following receipt of deposit.

3. FACILITY CLASSIFICATION

The Federal fair housing age classification of the park is:

Family park allowing residents of all ages

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

We may apply occupancy limits as follows:

Oregon Law is two persons per bedroom depending on the size of the bedrooms and overall size of the unit.

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

4. CURRENT ZONING

The current zoning affecting the use of the rented space is:

R-2

Permitted uses include:

Single family residential

The zoning authority for this park is:

City of Salem (Marion County)

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

NONE

5. RENT ADJUSTMENT POLICY

Under current state law the landlord may increase your rent with a 90 day 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.

Our policy is to give you no less than ninety (90) days notice of rent increase. It is also our policy to adjust rents.

6. 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:

FEES

Late Rent Charge	\$50.00
Returned Check charge	\$25.00
Pet Non Compliance	\$50.00

GENERALLY

The cost of all other services required by tenant are solely tenant's responsibility.

The dollar amounts set above only represent the amount charged for each rental category on the date hereof and such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any category described above it, 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 landlords right to collect from tenant any damages caused by tenant, tenant's family or tenant's guest.

USERS FEES

The tenant is responsible for the payment of user's fees if tenant agrees that the services will be provided by the landlord.

"Users Fees" are defined as those amounts charged in addition to the space rent amount for non essential optional services provided by or through the landlord to the tenant under a separate agreement between the tenant and the person furnishing the optional service or services.

User Fees are subject to increase. Notice of any increase in user fee changes will be provided to tenant ninety (90) days prior to the increase.

RV STORAGE \$25.00 PER MONTH PER VEHICLE
EXTRA PARKING \$25.00 PER MONTH PER VEHILCE

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.

7. PERSONAL PROPERTY, SERVICES AND FACILITIES PROVIDED BY THE LANDLORD

Buildings:

Are there any recreational or common facilities available for use by the tenants?

YES () NO ()

RV STORAGE –see rules for use required – limited to space availability

Landlord reserves the right to discontinue the RV Storage area for any reason by giving 30 day notice to any resident currently renting space in the RV Storage area.

Personal Property:

We must ask that you 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.

POLICY ON LANDSCAPE MAINTENANCE

Tenant is responsible to maintain their space. This includes mowing, weeding, fertilizing and 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 on the space whether by landlord or tenants shall become property of the landlord upon termination of the tenancy unless 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 their mobile home, mobile home lot and all improvements thereon including landscaping.

8. UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY

SEWER	City of Salem	Tenant billed by meter read
*GARBAGE	D&O Garbage	Tenant pays
WATER:	City of Salem	Tenant billed by meter read
ELECTRIC	PGE	Tenant pays
GAS	NW Natural	Tenant pays
PHONE	US West	Tenant pays
CABLE	Viacom Cable	Tenant pays

*grass clippings, pruning & branch removal responsibility of tenant

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 could be discontinued if no provider were available.

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, 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.

9. **REFUNDABLE DEPOSITS, 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 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: \$40 per adult

The following fees and charges are imposed by the 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:

Electric permits	\$36.75
Water/Sewer	\$61.05
City of Salem	(Marion County)

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:

Skirting must be installed within 30 days after move in

Awnings and decks must be installed within 30 days after move in.

Basic landscaping must be installed within 90 days after move in.

If you have applied to buy a home in the park 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:

- (a) Bring the home up to park standards.
- (b) Wash and or paint the mobile home.
- (c) Landscaping improvements as required by landlord.

10. 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.

Term of tenancy offered:

The tenancy is offered on a month to month basis.

In the event of any change of Oregon or Federal Law, landlord reserves the right to require the tenant to sign a new rental agreement to comply therewith.

Other terms and conditions:

Oregon law states, "the landlord may propose changes in rules and regulation including changes that make a substantial modification of the landlords bargain with a tenant and unless tenants of fifty one percent (51%) of the units in the facility object in writing within ten (10) days of receiving the proposed change the change shall be effective for all tenants on a date not less than thirty (30) days after the date that the notice was served by the landlord.

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

Policy of the sale of your home:

Tenant must give written thirty (30) day notice 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 approved by the landlord.

Oregon and Federal law permit the landlord to impose conditions upon approval of the tenant relating to, but not limited to: Pets, Number of Occupants, Credit References, Character References and Criminal Records. Our policy is the same as these laws.

11. PARK CLOSURE POLICY

Under current state law all or part of the park may be closed with three hundred sixty five (365) days notice and the landlord has no further obligation to tenants. The park may be closed with notice of one hundred eighty (180) to three hundred sixty four (364) days if 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 ONE HUNDRED (180) DAYS NOTICE PRIOR TO SUCH CLOSURE TO ALLOW YOU TIME TO MAKE PLANS.

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 tenants as stated above.

Assistance to tenant if park closes:

In the event of a 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.

13. POLICY REGARDING SALE OF PARK

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 purchases, 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.

PARK POLICY:

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.

DISPUTE RESOLUTION POLICY:

To encourage park residents and the owner and 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:

1. Informal meeting
2. Mediation or arbitration
3. Court

The second step after the informal in park hearing discussed above is mediation and arbitration. Our procedure is described in our rules. See addendum to park rules and regulations on dispute resolution, Section 10.

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 increase and non payment of rent.

14. THE FOLLOWING ATTACHEMNTS ARE EXHIBITS TO THIS DOCUMENT:

- Rental Agreement / Exhibit A**
- Rules & Regulations / Exhibit B**
- RV Storage Agreement / Exhibit C**
- Pet Agreement / Exhibit D**

15. 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 landlords representations of park policies in effect 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, and (c) to comply with changes in federal, state and local law; and (d) revisions 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: April 20, 1994 until superseded

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

Applicant or Tenant

Date

Applicant or Tenant

Date