

## **STATEMENT OF POLICY**

### **1. LOCATION AND SIZE OF SPACE.**

LOT # \_\_\_\_\_  
15768 S.E. Powell Blvd.  
Portland, OR 97236

Approximate size of lot: \_\_\_\_\_

Policy on reserving spaces is as follows: The Park will hold the space indicated for five (5) business days after the application is accepted. A rental agreement must be signed. If the Park's form of rental agreement is not signed within five (5) business days after notification that the application has been accepted, no tenancy will be deemed to have commenced and the space will be forfeited to the next applicant.

Rent for the space will commence on the day the application is approved and a form of Park Rental Agreement has been signed and dated by both the Park and the applicant.

### **2. FACILITY CLASSIFICATION.**

The federal fair-housing classification of the Park is: Family - allowing residents of all ages. This age classification may change, with reasonable prior notice to you.

The policy in applying this classification includes the following terms and conditions: Maximum occupancy limits of two (2) persons per number of bedrooms in the home, plus one additional person.

### **3. CURRENT ZONING.**

The current zoning affecting the use of the rented space is RS - Residential Urban Standard Density. Permitted uses include single family manufactured homes.

### **4. RENT ADJUSTMENT POLICY.**

Under current law, the Landlord may increase your rent with a minimum of ninety (90) days prior written notice to you. State law does not limit the amount or the frequency of rent increases. The Landlord's policy is to give no less than ninety (90) days prior written notice of a rent increase. Rent adjustments, when imposed will be effective on January 1 of the year following issuance of the ninety (90) day notice.

Rent increases shall be determined by the Landlord with reference to increased costs, prevailing market rents, prevailing economic conditions and repair or improvement costs or any other costs relating 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.

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Leases in force will continue under their terms. All other agreements will be evaluated once each year.

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

a. Rent for Space \_\_\_\_\_ for the Five (5) Preceding Calendar Years:  
(On January 1 of each year)

1. \$ \_\_\_\_\_ - 2004
2. \$ \_\_\_\_\_ - 2005
3. \$ \_\_\_\_\_ - 2006
4. \$ \_\_\_\_\_ - 2007
5. \$ \_\_\_\_\_ - 2008

b. Rent:

The base rent for the space will be determined at the time of tenant's application for tenancy based on the rent schedule in force at that time.

c. Special Use Fees:

Late Fee - Rent is due on the first day of each month. A late charge shall be imposed on all rents paid beginning on the fifth day of the rental period for which rent is delinquent. The late charge shall be five percent (5%) of the monthly rental amount, charged once for each succeeding five day period, or portion thereof, for which the rent is delinquent, beginning on the fifth day of the rental period and continuing and accumulating until the rent payment, not including any late charge, is paid in full.

Returned Check Charge - \$25.00

d. 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 manufactured home spaces leased by a tenant by the total number of leased manufactured home spaces in the park. A 90 day notice of an increase for this reason will be given, not necessarily on your anniversary date.

e. 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.

Landlord reserves the right to make changes in this rent adjustment policy.

Generally, the cost of all other services required by tenant are solely the tenant's responsibility.

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.

Many financial consultants and mortgage lenders advise consumers to keep the total of rent, utilities and mortgage payments below 30% of take-home pay or income. This is important if your income is fixed and your rent increases over time. Please understand that the Park does want you as a tenant if you can afford to live here. We don't want to create financial problems for you or us.

**5. PERSONAL PROPERTY, SERVICES AND FACILITIES PROVIDED BY LANDLORD.**

There are no recreational or common facilities provided by the Park. There currently is a play area in the Park that is open from 8:00 A.M. to 8:00 P.M. daily.

Parkway Estates does not provide the following:

- a. Locked Gates
- b. Security Guards
- c. First Aid Services
- d. Local Bus Stop
- e. Restricted Access
- f. Emergency Utility Services

Tenant is responsible for the security of their home and possessions and must 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.

All tenants are required to comply with effective Park Rules and Regulations, and terms of their respective rental agreement, which includes but is not limited to maintenance of yards and landscaping of their lot (which in turn includes but is not limited to lawn mowing, edging, tree and shrub pruning).

**6. UTILITIES/SERVICES AND PAYMENT RESPONSIBILITY.**

Payment for services of the following are the responsibility of tenant for which the tenant must contact provider:

- a. Electricity
- b. Phone Service
- c. Natural Gas
- d. Cable/Satellite TV

The following services are furnished by the landlord which is not part of Tenant's base rent and are billed separately to the tenant (the landlord contacts provider for activation of services):

- a. Sewer
- b. Water
- c. Garbage (until further notice)

UTILITY GRID

<u>Service</u>	<u>Paid by:</u> <u>Landlord</u>	<u>Tenant</u>	<u>Provider</u>
Sewer		X	City of Portland Water Works
Water		X	City of Portland Water Works
Garbage *1	X	X	American Sanitary Service
Cable/Dish TV		X	Tenants Choice
Electricity **2	X	X	PGE
Phone		X	Tenants Choice
Natural Gas		X	NW Natural

Notes:

\*1 Garbage: Charge is \$\_\_\_\_\_ per month for one 35 gallon garbage container per week and is not billed to the resident at this time. However, Park reserves the right to pass garbage fees on to the tenant at a future date. Any additional garbage is billed to the resident as information is provided by American Sanitary Service.

Water & Sewer: Charge is based on water sub-meter reading for each home and rates set by City of Portland Water Works. Stormwater Management fees are part of the sewer charge.

**Parkway Estates is able to obtain a group discounted rate for water, sewage, and garbage. These services are billed to Parkway Estates then billed to Tenants separately. If Tenants were required to obtain these services separately, the cost for the service would be much higher. We cannot separate, delete, or remove one tenant from a service.**

\*2 Electricity: Landlord pays for Park common areas; tenant pays for electricity charges to their manufactured home and space.

Parkway Estates LLC reserves the right to pass through to Homeowner for Homeowner's Prorated amount of common area utility charges. This common area utility charge relates to utilities provided to common areas, including but not limited to common area lighting and water. These charges are separate and distinct from any utility charges relating to the rental space.

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

All costs of moving a home into or out of the Park and any damage to the Park resulting from this process is the sole responsibility of homeowner. The following non-refundable fees and installation charges are imposed by landlord:

- \_\_\_ a. Each applicant shall be charge a \$40.00 non-refundable applicant screening fee (per adult). This consists of the landlord's expense in obtaining credit, criminal and rental history reports, and otherwise performing all background checks on applicants.
- \_\_\_ b. Move in fee – first month rent, security deposit, and mail box fee. An additional deposit of last month's rent may be required depending upon credit results.
- \_\_\_ c. Late rent fee shall be five percent (5%) of the monthly rental amount, charged once for each succeeding five day period, or portion thereof. Late rent fee for Space \_\_\_\_\_ is \$ \_\_\_\_\_
- \_\_\_ d. Return Check fee \$25.00 per check.
- \_\_\_ e. Pet Violation fee \$50.00 per violation.
- \_\_\_ f. Additional Automobile fee \$20.00/month (third vehicle must have prior approval and space must be able to hold three vehicles).
- \_\_\_ g. First (1st) month's rent and a security deposit equivalent to one month's rent is due when Site Rental Agreement is signed. Prepaid rent will be prorated and refunded upon moving if the required notification has been met. The security deposit will be applied toward the cost of curing any default by Tenant, or to compensate Landlord for any damages sustained as a result of a default by Tenant, as permitted by Oregon State Law. Security deposit may not be used towards last month's rent.
- \_\_\_ h. Mail box key - \$25; refundable when key is returned upon vacating premises.

The Park is located in Multnomah County and the City of Portland. Tenant is encouraged to call Multnomah County to verify whether or not there are any installation charges imposed with respect to new homes moving in or out. The State of Oregon imposes a trip permit fee for each section of manufactured home that is moved on the public highways and it is the tenant's responsibility to assure that the fee is paid and the permit is obtained before moving in or out of the Park.

**8. RENTAL AGREEMENT TERMINATION POLICY.**

Under current state law, your tenancy may only be terminated for cause, which includes, but is not limited to failure to pay rent and violations of Park rules or your rental agreement. The Park's termination policy is to follow State law. However, if you have a fixed term rental agreement with the Park, the Park reserves the right to terminate your agreement upon expiration of your fixed term rental agreement, if you and the Park have not chosen to renew the agreement prior to the expiration date.

**TERM OF TENANCY:** Tenancy is offered as a one year lease and may be renewed annually. It will terminate without notice or cause at the end of that term or as provided in Section 3 of the Rental Agreement unless you and landlord both agree to renew it. It may terminate earlier for cause or upon closure of the Park. When your lease terminates, if you fail to successfully negotiate a new lease, you will be required to peacefully vacate the space. Please read Section 12 on Termination of Rental agreement of Parkway Estates.

Your Rental Agreement is not assumable by the buyer of your home. The buyer of your home must obtain approval before they purchase by meeting our new tenant criteria at that time and by signing the rental agreement and rules in use, all of which may be different from current ones. Since your tenancy could go on forever, we must reserve the right to change certain policies, including our fair housing classification, rent policy, closure and sale policy and other policies discussed in this document where we reserve the right to make changes.

Park policy on sale of your home is detailed in the Rental Agreement and Rules and Regulations.

**9. PARK CLOSURE POLICY.**

All or part of the park may be closed with 365 days notice and the landlord has no further obligation to tenants, apart from payments which the Park is required to provide you depending on the size of your home, as required by State Law. Low-income tenants can get a tax credit for moving costs, and you will receive a notice from the landlord in accord with State Law. We reserve the right to convert the Park to a subdivision with a minimum 180 day written notice, as allowed by law.

**10. 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 ninety (90) days notice unless your rental agreement provides otherwise. The owner may be obliged to notify a tenant association of a possible sale and to negotiate with a tenant association.

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 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. 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.

**11. POLICY REGARDING REMOVAL OF MANUFACTURED DWELLINGS.**

In accord with Oregon State law, the Park may require a subsequent purchaser of your manufactured home (the purchaser from the next purchaser of the current tenant) to remove the manufactured dwelling from the Park at the subsequent purchaser's own expense. If the Park requires this, the Park will notify the first purchaser from the tenant of this before the first purchaser signs a rental agreement with the Park, and this shall be made a part of the first purchaser's rental agreement with the Park by way of addendum. The Park may require removal by the subsequent purchaser based on the age and condition of the home. The Park's policy requiring removal of a manufactured dwelling by a subsequent purchaser may impact the market value of the dwelling.

**12. 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 provided in Section 13 of the Park Rules and Regulations for Dispute Resolution and Mediation.

**Parkway Estates must respectfully decline to mediate or arbitrate disputes relating to: (a) Park closure, (b) Park sale, (c) Rent, including the amount, increases and non-payment of rent.**

**13. OTHER IMPORTANT INFORMATION.**

Park Rental Rules may be amended without your consent in compliance with Oregon law.

Legal advice and cancellation of Rental Agreement by you:

You have the right to seek legal advice. It is recommended that you show this Statement of Policy and all Exhibits to your 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 and your tenancy by written notice to us for a period of five (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 the Landlord's reserved rights to amend or change these policies, as stated herein. This Statement of Policy is not itself a contract.

The following attachments are exhibits to this document:

- a. Park Layout - Exhibit A
- b. Rental Agreement - Exhibit B
- c. Rules and Regulations - Exhibit C

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We reserve the right to amend this Statement of Policy and its exhibits from time to time under the following circumstances: (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:

- a. This Statement of Policy contains a summary of parts of your present Rental Agreement.
- b. 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.
- c. 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: \_\_\_\_\_, \_\_\_\_\_, until superseded.

Applicant or tenant acknowledges receipt of this Statement of Policy and Exhibits by signing below or by signing a separate receipt.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PARKWAY ESTATES, LLC

\_\_\_\_\_  
Representative for Parkway Estates, LLC