

STATEMENT OF POLICY

Rainbow Villa MHP– Scotts View MHP– Currinsville MHP

LOCATION AND SIZE OF SPACE:

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

* Varies as follows:

Rainbow Villa - Space #1-38 & Apt A&B

Scotts View - Space # 1-44

Currinsville – Space # 1-30 & Apt 1

Your Space # _____ at _____

is as follows: approximately _____ square feet

2. Our policy on reserving spaces is as follows:

We do not reserve spaces. It is first come, first served

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:

*Zoned Residential for MH Housing.

2. Permitted uses include:

* Single Family Housing

* Manufactured Housing Community is permitted in residential or as a conditional use.

3. The zoning authority for this park is:

Rainbow Villa – City of Portland, Multnomah County

Scotts View – City of Milwaukie, Clackamas County

Currinsville – City of Estacada, Clackamas County

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.

1. Our policy is to give you no less than ninety (90) days notice of a rent increase and the **opportunity** to meet with management to discuss any increase. We reserve the right to charge you utility charges which may be passed through with proper notice which are not regarded as rent and may be increased without prior notice.

Space Rental Amount:

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

Rainbow Villa	Space rent as of November 21 2008 will be \$398
Scotts View	Space rent as of November 21 2008 will be \$425
Currinsville	Space rent as of November 21 2008 will be \$380

1. Special Use Fees

<u>Type of fee</u>	<u>Amount</u>
A. Late rent charge	\$35.00
B. Returned check charge	\$25.00
C. Pet fee	\$00.00
D. Guest fee	\$35.00
E. Other _____	\$_____

Many financial consultants and mortgage lenders advise the consumer to keep the total of rent, utility and MH Housing mortgage payments to below 30% of your take home income.

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 "-0-" appears 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 pets, Tenant, Tenant's family or Tenant's guests.

3. User Fees

The Tenant is responsible for the payment of user fees, and/or share of services charges.

"User fees", "Share of services" are defined as those amounts charged in addition to the space rental amount for essential or non-essential services provided by or through the Landlord to Tenant under a separate written agreement between Tenant and the person furnishing the optional service or services.

User fees and share of services fees are subject to increase. Notice of an increase in user fee changes will be provided to Tenant thirty (30) days prior to the increase.

- * RV Storage 25.00 up to 25' plus \$1.00 per foot over 25' per vehicle per mo.

Note: 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

Buildings:

1. Are there any recreational or common facilities available for use by Tenants?

No.

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 and clean their space. This includes mowing, weeding, fertilizing, pruning of the shrubs and trees as applicable.
- * You maintain your space, we maintain the common areas.
- * Any substantial improvement 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 occurring 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.

*Tenant is responsible to dispose of grass clippings, pruning and trimming of any shrubs or trees on space

UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY;

	Payment by Tenant	Landlord
Sewer* <u>Tenant</u>	<u> X </u>	_____
Garbage* <u>Landlord</u>	_____	<u> X </u>
Water* <u>Tenant</u>	<u> X </u>	_____
Elec.* <u>Tenant</u>	<u> X </u>	_____
Phone* <u>Tenant</u>	<u> X </u>	_____
Cable TV* <u>Tenant</u>	<u> X </u>	_____

Changes to Utilities and Other Services; Nonessential utilities, such as cable T.V., could be discontinued if no provider or bulk rates (where applicable) 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 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.

As a courtesy we provide an onsite laundry facility.

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 Tenant's 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 \$40.00 Our screening criteria is available for your review before you apply. Please read it carefully.

NOTE: Criminal background check is required.

2. The following fees and charges are imposed by Landlord or government to move into the park. Amounts are approximate and are subject to change and Landlord does not warrant the list to be complete.

Note: Homes now in the park and up to code will not need new government permits:

County Permit Fees	\$ _____
Set-Up	\$ _____
Electrical	\$ _____
Plumbing	\$ _____
State Admin. Fee	\$ _____

3. A description of all improvements, both temporary and permanent, which are required to be installed by Tenant on the manufactured home space as a condition of occupancy in the park and the required date of completion is as follows:

* Skirting, permanent deck, permanent steps, shed and awning to be installed sixty (60) days from date of occupancy.

- * 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 may be required to do certain things to the home and/or space.
- * Bring manufactured home up to park standards.
- * Wash and/or paint home.
- * Landscape improvements required by Landlord.
- * Other items as may be required on a case by case basis.

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. Please refer to your Rental Agreement addressing termination of 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:

*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 include the right to modify the term of the tenancy.

-Oregon Law states **"The Landlord may propose changes in the 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 ten (30) days of receiving the proposed change, the change shall be effective for all Tenants on the date**

not less than thirty (30) days after the date that the notice was served by the Landlord".

In the event the law changes, Landlord will comply with revised law.

3. Following is a summary of the park policy on sale of your home. For details see Rental Agreement.

*Tenant must give thirty (30) days written notice of intent to sell home.

*Prospective purchaser must fill out application and be approved by Landlord.

*Purchaser shall **not** move into home until approved by Landlord and has signed a new Rental Agreement.

*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 Oregon laws.

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 apart from payments which the park is required to pay you depending on the size of your home as is required by state law. Low income Tenants can get a tax credit for moving costs and you will receive a notice from Landlord in accordance with state law. We reserve the right to convert the park to a subdivision with a minimum 180 day notice as allowed by state law. We have no current plans to close all or a portion of the park but that could change.

IF WE SHOULD DECIDE IN THE FUTURE TO CLOSE ALL OR PART OF THE PARK, WE WILL GIVE YOU NO LESS THAN 365 DAYS NOTICE (MINIMUM 365 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 would have to find another place for your manufactured 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 to purchase, 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. We have no present intention of selling the property at this time but this could change.

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 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.

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

- Resident acceptance policy**
- Rental application**
- Rental agreement**
- Rules and regulations**
- Statement of policy**
- Straight Talk**
- R.V. Storage Agreement**
- Pet Agreement**

*Note: The rental agreement under which you rented your space is still the prevailing document.

OTHER IMPORTANT INFORMTAION:

Landlord reserves the right from time to time to amend this Statement of Policy and exhibits based on changes in state or Federal Law, or changes in the policy of the community.

Under ORS 446.095 (1) specifies in relevant part that (i) if the owner or operator of the park permits parking of motor vehicles on the street the owner or operator shall construct the park street at least 30 feet in width. It is the policy of this park to follow these same laws and not permit parking on any roadway that is less than 30 feet in width.

The following temporary and permanent improvements are required to be installed by the tenant on the mobile home space as a condition of occupancy in the community:

IMPROVEMENT

EXPECTED DATE OF COMPLETION

() Skirting

_____days following occupancy

() Awning

_____days following occupancy

() Landscaping

_____days following occupancy

() Decking

_____days following occupancy

Applicant or tenant has read and understands this Statement of Policy and acknowledges receipt of this Statement of Policy and Exhibits by signing below.

Owner/Agent

Date

Tenant

Date

Tenant

Date

Tenant

Date