

PIONEER PARK MOBILE ESTATES, LLC  
1282 3<sup>rd</sup> St., #1  
LAFAYETTE, OR 97127  
503-864-2069 PHONE; 503-864-2982 FAX  
Email: pioneerpark@comcast.net

### STATEMENT OF POLICY

**1. LOCATION AND SIZE OF SPACE: ORS 90.510**

The location and approximate size of your space is as follows: Space # \_\_\_\_\_; \_\_\_\_\_ sq./ft.

**2. FACILITY CLASSIFICATION: ORS 90.510**

This is a family park, allowing residents of all ages. Our general occupancy limit is two (2) persons per bedroom. Residents wanting more than two people per bedroom can request an expansion of the occupancy limit. The park will consider reasonable factors in determining whether to grant the request, such as the size of the home and the size of the rented space.

**3. CURRENT ZONING: ORS 90.510**

The current zoning affecting the use of the rented space is: residential.  
Permitted uses include: Owner occupied single-family manufactured home dwelling.  
The zoning authority for this park is: City of Lafayette, Oregon.  
Pending zoning action, which could impact the parks zoning of which manager is aware: NOTHING AT THIS TIME.

**4. RENT ADJUSTMENT POLICY: ORS 90.510, 90.600**

Under current state law the PARK MANAGER may increase your rent with ninety (90) days' notice. State law does not limit the amount or the frequency of rent increases. Our policy is the same and in accordance with current Lease Agreement. SEE ADDENDUM FOR RENT HISTORY.

**Additional Fees/Charges**

Late Rent:	\$50.00 per payment
NFS Checks:	\$40.00 each check
Additional Adult Occupant(s)	\$50.00 per person per month
R.V. Storage	\$30.00 per vehicle per month
Extra Vehicle	\$25.00 per vehicle per month

All fees in section 4 may be changed or added to in accordance with Oregon law.

**5. PERSONAL PROPERTY, SERVICES AND FACILITIES PROVIDED BY LANDLORD: ORS 90.510**

In addition to the services necessary to maintain the facility in a habitable condition, the PARK MANAGER plans to provide the following for the use of tenants in accordance with park rules: Nothing at this time.

PARK MANAGER reserves the right to discontinue providing services or facilities including maintenance, insurance or other cost of operation that does not make it economically reasonable to continue doing so. PARK MANAGER must ask each tenant to be responsible for the security of his/her own home and possessions and report any security problems to police and management.

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**6. UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY: ORS 90.510, 90.315**

<u>UTILITY/SERVICE</u>	<u>PAYMENT BY</u>	<u>FURNISHED BY</u>
Sewer <u>and</u> Water	Tenant	City of Lafayette
Garbage Cans <u>and</u> Service	Tenant	Recology Western Oregon
Electricity	Tenant	PGE
Phone	Tenant	Various Providers
Cable/Internet/Television	Tenant	Various Providers
RV Storage Lot	Tenant	Pioneer Park Mobile Estates
Playground	Tenant	Pioneer Park Mobile Estates

There are no other services or facilities offered at this park.

**7. REFUNDABLE DEPOSITS, NON-REFUNDABLE FEES, AND INSTALLATION CHARGES IMPOSED BY LANDLORD OR GOVERNMENT: ORS 90.510, 90.300**

All costs of moving a home into, and out of, the park and any damage to the park resulting from this process are solely tenant's responsibility. Tenant's costs to move into the park are shown below:

**Non-refundable Fees:**

Application Fees: Credit and/or Criminal Background Check	\$ Current Market Price
Move in fee payable to landlord	\$ None at this time
Last Month's Rent	\$ Varies with space

**Refundable Fees:**

Security Deposit	\$ See 12.10 - Landscaping
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**Government installation charges:**

Check with City of Lafayette and/or Yamhill County

**8. LEASE AGREEMENT TERMINATION POLICY: ORS 90.510, 90.300, 90.304, 90.392-90.405, 90.630, 90.632, 90.645**

Under current state law, your tenancy may terminate for cause as specified by law, which includes among other causes: (a) The failure to pay rent; (b) violation of park rules, your Lease Agreement or Oregon laws or ordinances; (c) outrageous or illegal conduct; (d) issuance of 3 or more 72-hour notices of nonpayment of rent; or (e) park closure. Our policy is the same.

**9. PARK CLOSURE POLICY: ORS 90.645**

If we do close any portion of the park, we will do so consistent with ORS 90.645. We have no current plans to close any portion of the park, but this could change in the future.

**10. POLICY REGARDING SALE OF THE PARK: ORS 90.635**

Subject to exceptions in ORS 90.848, under Oregon law, the PARK MANAGER is obliged to notify all park tenants or the tenants committee (if one exists) if the PARK MANAGER is interested in selling the park or receives an offer to purchase the park that the PARK MANAGER intends to consider. We will provide the required notice, if applicable. After providing the notice, we will proceed in accordance with ORS 90.842-850. We have no intention at this time to sell the park, but this could change in the future.

**11. DISPUTE RESOLUTION POLICY: ORS 90.610**

To encourage park residents and the PARK MANAGER to settle disputes, it is the policy of this park that each issue with merit shall be given a fair hearing within thirty (30) days of receipt of a written complaint and request for a hearing. The specific procedure for dispute resolution is set forth in your lease agreement. However, we do not offer arbitration or mediation of those disputes relating to: (a) Nonpayment of rent or other fees and charges provided in the Lease Agreement; (b) Increases in rent; (c) Closure or sale of the park; or (d) Disputes for which the PARK MANAGER could terminate the tenancy with 24-hour notice under ORS 90.400, or (e.) Any dispute which results in a non-curable notice such as a repeat rules

   
    
    
  
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violations or a "three strikes" violation (i.e., issuance of three or more 72-Hour Notices of Nonpayment of Rent within any twelve (12) month period) or a repeat rules violation within six (6) months of the date of the prior notice.

**12. OTHER IMPORTANT INFORMATION: ORS 90.510, 90.545**

**12.1** The Lease Agreement is for a term of 36 months commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "ending date"). No later than sixty (60) days prior to the ending date, PARK MANAGER has the right, but not the obligation, to provide RESIDENT with a new Lease Agreement and new rules and regulations (hereinafter "the new documents"). If PARK MANAGER fails to provide the new documents to RESIDENT prior to sixty (60) days before the ending date, this tenancy shall automatically become a month-to-month tenancy upon the same terms and conditions as contained in the Lease Agreement, subject to PARK MANAGER'S right to increase the rent pursuant to Oregon law. If PARK MANAGER provides RESIDENT with the new documents, RESIDENT must notify PARK MANAGER in writing no later than thirty (30) days before the ending of the current Lease Agreement term whether RESIDENT will accept the new documents. If RESIDENT fails or unreasonably refuses to sign the new documents, the Lease Agreement shall terminate on the ending date of the current Lease Agreement term, with no further notice or demand from PARK MANAGER, and tenant shall vacate the space. If RESIDENT vacates the home, leaving it upon the space, RESIDENT covenants and agrees to promptly sign a storage agreement provided by PARK MANAGER. PARK MANAGER shall have no obligation to permit RESIDENT to resell the home at the Park unless a storage agreement is signed. For a period of up to six (6) months RESIDENT agrees to pay a monthly storage fee equal to the current rental fee. RESIDENT may resell the home to a purchaser who, if approved by PARK MANAGER, may become a RESIDENT at the Park.

**12.2** The initial base rent for your space is set forth in your Lease Agreement with PARK MANAGER. This is exclusive of all other applicable deposits, fees, or other charges, which are additional.

**12.3** In the event of any change of Oregon or Federal law, PARK MANAGER reserves the right to require that the tenant sign a new Lease Agreement to comply therewith.

**12.4** The PARK MANAGER, from time to time pursuant to ORS 90.610(2), may propose changes to the Rules and Regulations including changes that make a substantial modification of the landlord's bargain with the tenant, by giving written notice of the proposed Rule or Regulation change. Unless 51% of the units in the park object in writing within thirty (30) days of the date the notice is served, the proposed change(s) shall become effective for all of the tenants sixty (60) days after the date that the notice was served by the PARK MANAGER.

**12.5** All notices, which are required or permitted by law, shall be served by (1) first class mail (not certified), or (2) first class mail and attachment. Notices (including the attached notice if serving by mail and attachment) shall be served at the address below.

**If to Landlord:** Marie Sproul, Managing Partner  
1282 3rd St. (99W), Lot #1  
Lafayette, OR 97127

**If to Tenant:** \_\_\_\_\_  
1282 3<sup>rd</sup> St., Lot # \_\_\_\_\_  
Lafayette, OR 97127

Pursuant to ORS 90.155(3), if served by first class mail only an additional three (3) days shall be provided for compliance, and the notice shall include the extension in the period provided.

**12.6** No space or home may be subleased. No space or home may be occupied by someone not appearing on the Lease Agreement without the PARK MANAGER'S written consent. All homes must be owner-occupied. Tenant shall not sell their dwelling unit to a person who intends to leave the unit on the space until the PARK MANAGER has accepted the purchaser as a tenant. PARK MANAGER may give the

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new purchaser an agreement that contain terms different than those in the existing tenant's Lease Agreement.

**12.7** PARK MANAGER reserves the right to, based on the physical condition of a home; (1) terminate the Lease Agreement and require the tenant to remove the home from the space; (2) reject an application for tenancy from a prospective purchaser of an existing home on a rented space, and (3) require a prospective purchaser of an existing home on a rented space to remove the home from the space. However, PARK MANAGER will not deem the home to be in disrepair or deteriorated because of, or otherwise base its decision on, the age, size, style, or original construction material of the home, or because the home was built prior to adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC s5403), in compliance with the standards of that Act in effect at that time or in compliance with the state building code as defined in ORS 455.010.

**12.8** Oregon law and Federal law permit the PARK MANAGER to impose conditions upon approval of a tenant relating to, but not limited to: pets, number of occupants, credit references, character references, employment history and criminal records. Our policy is the same.

**12.9** No mobile home may be removed from the park until the rent is paid in full.

**12.10** The following temporary and permanent improvements are required to be installed by tenant on the mobile home space, in accordance with the standards set forth in the Rules and Regulations of the park, as a condition of occupancy in the park:

<u>Improvement</u>	<u>Date of Completion</u>
(x) Skirting	30 days following occupancy
(x) Awning	30 days following occupancy
(x) Decking	30 days following occupancy
(x) Carport/shed	30 days following occupancy
(x) Concrete installation or repair	30 days following occupancy
(x) Landscaping	90 days following occupancy

Prior to moving into the Community a security deposit is required to insure Homeowner's landscaping is completed as described in the Rules & Regulations 3.5. Homeowner shall either: (1) provide the PARK MANAGER a signed promissory note, payable to Pioneer Park Mobile Estates, LLC in the amount of \$1,000.00: or (2) deposit \$1,000.00 in cash. If Homeowner does not complete the landscaping installation within ninety (90) days as described in Rule 3.5, PARK MANAGER may complete the landscaping themselves, or hire a contractor to complete the work. PARK MANAGER may charge Homeowner for any costs or expenses (including a reasonable hourly charge for PARK MANAGER'S own work) incurred by PARK MANAGER in completing the landscaping installation. If there is no landscaping installation charge, PARK MANAGER shall return the promissory note or \$1,000.00 to Homeowner within thirty (30) days of PARK MANAGER receiving notice that the landscaping installation is completed. If there is a landscaping charge and Homeowner's security deposit was in the form of a promissory note, PARK MANAGER shall provide Homeowner with an accounting of the charge within thirty (3) days of PARK MANAGER receiving notice that the landscaping installation is completed, and Homeowner shall pay the amount listed in the accounting (including any amount in excess of \$1,000.00) within thirty (30) days of receiving the accounting. Upon payment by Homeowner of the amount listed in the accounting, PARK MANAGER shall return the promissory note to Homeowner. If there is a landscaping charge and Homeowner's security deposit was in the form of \$1,000.00 cash, PARK MANAGER shall provide Homeowner with an accounting of the charge within thirty (30) days of PARK MANAGER receiving notice that the landscaping installation is completed, and return to Homeowner the difference (if any) between \$1,000.00 and the amount of the charge; if the charge exceeds \$1,000.00, Homeowner shall receive no refund and must pay PARK MANAGER the excess charge within thirty (30) days of receiving the accounting.

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

(X) Lease Agreement

(X) Rules and Regulations

(X) Rent History

Tenant acknowledges receipt of this Statement of Policy by signing here and/or by signing a separate receipt.

**TENANT(S)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
**PARK MANAGER/PARK AGENT**

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

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