

**RECEIPT**  
**FOR**  
**STATEMENT OF POLICY**

The undersigned acknowledges receipt of the Statement of Policy and exhibits thereto for the facility whose name appears below. **This is not a contract and signing it does not obligate the undersigned tenant or prospective tenant in any way.** The only purpose of this receipt is to prove the documents were delivered as required by Oregon law.

If you are prospective tenant and refuse to sign this receipt, the landlord may refuse to rent to you.

Lakeside Village  
Name of Facility

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

3234 Turner Road SE, Salem, OR 97302  
Site or Address of Manufactured Home

\_\_\_\_\_  
Print Name(s)

STATEMENT OF POLICY  
FOR  
LAKESIDE VILLAGE MANUFACTURED HOME COMMUNITY

**1. LOCATION AND SIZE OF SPACE**

The location and approximate size of your site is:

- [x] Space Number: /Address 3234 Turner Road SE ,Salem, OR 97302 ; approximate dimensions in feet and approximate area in square feet: 90 feet long; 45 wide; 4,050 square feet.

Our policy on reserving spaces is as follows:

- [x] We regrettably cannot reserve spaces. All lots are rented on a first come, first served basis.
- [x] Other: On a vacant lot, or on a lot with an existing home, the rent obligation begins when the rental agreement is signed. If you do not sign a rental agreement within 5 days after we notify you of approval of your application, your application will be forfeited and we will rent the space to the next applicant. There is no refund of the applicant screening fee under any circumstances unless it is not used, in which case it will be refunded. Alternatively, we may modify terms of the rental agreement if we nonetheless subsequently rent to you or we may require that you re-apply for tenancy.

**2. FACILITY CLASSIFICATION**

The Federal fair-housing age classification of this community is:

- [X ] Family community allowing residents of all ages
- [ ] “55 or Over” Community. See Section 13 of this document.
- [ ] “62 or Over” Community. See Section 13 of this document.

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

- [x] We apply the following occupancy limits:

For a “55 or over” or “62 or over” community, two people for every 70 square feet of sleeping area, or two people per bedroom.

For a family community, two people per bedroom, plus one (1) per space, where this standard is reasonably implemented. The factors to be considered in determining reasonableness include those factors set forth under Oregon law (ORS 90.262 (3)).

- [x] We cannot promise to keep this age classification forever. It could change without your

consent.

Other information: None.

**3. CURRENT ZONING**

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

8301N

Permitted uses include: Manufactured Homes, Apartments & Condominiums.

The zoning authority for this community is City of Salem

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

**NONE**

[ ] If there are definite future plans to seek a change in the zoning or permitted uses of the community land, check this box and explain below:

**NONE/NOT APPLICABLE**

Other information: None.

**4. RENT ADJUSTMENT POLICY**

Under current state law, if you have a month-to-month tenancy, the landlord may increase your rent with 90 days notice. State law does not limit the amount or the frequency of rent increases. We offer a fixed term lease which regulates the amount of the rent increase and limits it to once per year.

**How rent increases are determined:**

[X] **MONTH-TO-MONTH RENT INCREASES SHALL BE DETERMINED BY LANDLORD BY REFERENCE TO INCREASED COSTS, PREVAILING MARKET RENTS, PREVAILING ECONOMIC CONDITIONS AND REPAIR OR IMPROVEMENT COSTS. HOWEVER, THERE IS NO LIMITATION OR CEILING AS TO THE AMOUNT OF RENT INCREASES.**

[X] Other: For a fixed term lease agreement, the first 12 months shall be established as a flat rate, pursuant to the terms of the lease. Annual rent adjustments thereafter shall be assessed by multiplying the annual percentage change, if any, of the currently published (July or December) U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-All Urban Consumers-West Urban, All Items (1982-84 equals 100), plus one percentage point (1%), by the prior year's base rent amount. Notwithstanding this formula, the maximum increase in the monthly base rent shall be 8% of the prior year base rent; the minimum increase shall be 4% of the prior year base rent. Said increase (whether based upon a change in CPI or alternatively based on the minimum/maximum rates set forth in the lease agreement) shall be added to the prior year base rent.

## Site Rental Amount

The resident 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 site is \$ 488.00 with lease; \$558.00 without per month.

2. Special Use Fees:

<u>Type of fee</u>	<u>Amount</u>
1. Late rent charge	<u>\$ 40.00</u>
2. Returned Check Charge	<u>\$ 25.00</u>
3. Additional Occupant [over _____]	<u>\$ N/A</u>
4. Pet Fee	<u>\$ N/A</u>
5. Guest Fee	<u>\$ N/A</u>
6. _____	<u>\$ _____</u>
7. _____	<u>\$ _____</u>
8. _____	<u>\$ _____</u>

3. Pass-through-Charges—

The Resident will be responsible for payment of pass-through charges, which are the resident'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 resident on a pro rata basis. The pro rata share will be determined by dividing the number of manufactured home sites leased by a resident by the total number of leased manufactured home sites in the community.

4. Generally—

The costs of all other services required by resident are solely resident'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.

Whenever "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 resident any damages caused by resident, resident's family or resident's guests.

We reserve the following rights to make changes in this rent adjustment policy:

We can adjust or change our rent adjustment policy every 5 years on 12 months notice.

5. User fees—

The resident is responsible for the payment of user fees if resident agrees to the provision of services for such fees by the landlord.

“User fees” are defined as those amounts charged in addition to the site rental amount for non-essential optional services provided by or through landlord to resident under a separate written agreement between resident under a separate written agreement between resident and the person furnishing the optional service or services.

User fees are subject to increase. Notice of an increase in user fee changes will be provided to resident ninety (90) days prior to the increase. The current user fees in the community are as follows:

RV Storage	\$ <u>10.00</u>
Extra Parking	\$ <u>N/A</u>
Community Center Reservations	\$ <u>100.00 deposit</u>
_____	\$
_____	\$

6. More Information—

Many financial consultants and mortgage lenders advise consumers to keep the total of rent, utility and manufactured home mortgage payments below 45 % 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 resident 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**

- 1) Are there any recreational or common facilities available for use by residents?  
Yes X No \_\_\_\_\_

If yes, the rest of the questions apply.

If no, please see the next section on Utilities and services.

- 2) Are there any buildings, which are available for use by residents?  
Yes X No \_\_\_\_\_

If yes, please provide the following information for each building.

- 1) TYPE OF BUILDING Community Center  
Intended purpose Social Functions/Recreation  
Location Entrance to the Community  
Approximate floor area 3,500 square feet  
Capacity (number of people) 131
- 3) Can meeting rooms be reserved for private parties not open to the whole community? Yes X No \_\_\_\_\_

### Swimming Pool(s)

Does the community provide a swimming pool? Yes X No \_\_\_\_\_

If yes, please provide the following information:

- 1) General Location and Size Adjacent to the Community Center; 67,000 gallons
- 2) Is the pool heated? Yes X No \_\_\_\_\_

### Other Facilities and Permanent Improvements

A description of all other facilities and permanent improvements available for use by resident is as follows:

Fitness/Exercise Room  
Spa  
Billiard Room

Are all improvements complete? Yes X No \_\_\_\_\_

If no, provide the estimated completion date of each:

### Personal Property

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

Days and Hours of Operation

The days and hours that the facilities of the community will be generally available for use by residents, is as follows:

<u>Facility</u>	<u>Available Days and Hours</u>	
1. Office	Mon-Fri	8 am-5 pm
2. Community Center	Mon – Fri	8 am-10 pm
	Sat-Sun	8 am-10 pm
3. Pool(s)	Seasonal (Mon-Sun)	10 am-9 pm

The landlord expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Rules and Regulations. In case of emergency or repairs, the facility may be closed and the residents will be notified promptly by posting such notice on the affected facility.

Future Improvements

The following future improvements are planned for the manufactured home community, subject to the conditions and contingencies described below: **NONE CURRENTLY**

More Information

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 herein or in your rental agreement or Community Rules.

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 community 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.

Our policy on landscape maintenance is as follows:

The community management reserves the right, without liability to themselves and after providing the Resident with ten (10) days written notice, to enter the premises of

any mobile home lot to clean up rubbish or take any action required to keep the premises up to standard. Charges for such labor will be borne by the Resident and will be payable to the Community upon the next rent collection period. Residents must arrange for lot care when absent from the Community for extended periods of time and must notify the Community management office of such maintenance arrangements before such absence.

See Rules and Regulations attached.

In general and except as expressly provided to the contrary in the Rental Agreement or Rules, each resident is responsible for the maintenance and repair of his or her manufactured home, manufactured home lot and all improvements thereon (including landscaping).

**6. UTILITIES AND SERVICES PAYMENT RESPONSIBILITY**

	PAYMENT BY:		Utility	Notification	Required Notice
	RESIDENT	LANDLORD		Responsibility	
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Salem	Community____	<u>N/A</u>
Garbage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Allied Waste	Resident_____	<u>3 - 5 days</u>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Salem	Community_____	<u>N/A</u>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PGE	Resident_____	<u>3 - 5 days</u>
Natural Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NW Natural Gas	Resident_____	<u>3 - 5 days</u>
Phone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qwest	Resident_____	<u>3 - 5 days</u>
Cable TV	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Comcast	Resident_____	<u>3-5 days</u>
Garbage Cans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Allied Waste	Resident_____	<u>3-5 days</u>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	

Changes to Utilities and Other Services: We 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.

If this box is checked, this Community supplies your water through a system classified by the State of Oregon as a Community Public water system. Landlord owns the water source and distribution piping. The water source is a [select one]  well  spring and is [select one]  un-chlorinated  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.

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

All costs of moving a home into [and out of] the community and any damage to the community resulting from this process are your sole responsibility. Your costs to get into the community are shown below:

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

Application fee	\$35.00 per adult (18 years of age or older)
Move-in Fee	\$ <u>0</u>
<u>Credit Check Fee</u>	<u>\$ Included in application fee</u>
_____	\$ _____

The following refundable deposits are imposed by landlord and are refundable as described below Space Deposit - \$      N/A                     .

A description of all improvements, both temporary and permanent, which are required to be installed by resident on the manufactured home site as a condition of occupancy in the Community and the required date for completion is as follows:

[ X ] If this box is checked, you have applied to buy a home in the community and as a condition of leaving the home in the community you or the present owner will be required to do certain things to the home and/or site. These are listed on the Attorney General's form of addendum to your rental agreement which is attached to your rental agreement and which you will sign when you sign your rental agreement.

[ ] If this box is checked, the following improvements are not required of existing residents on the date of this Statement of Policy but are required of new residents:

### **8. RENTAL AGREEMENT TERMINATION POLICY**

Under current state law, your residency may terminate for cause as specified by law, which includes among other causes the failure to pay rent and violation of community rules or your rental agreement. It may also terminate upon closure of the community or upon expiration of your rental agreement term.

Term of the residency offered:

[ X ] THE RESIDENCY OFFERED IS MONTH TO MONTH AND MAY TERMINATE FOR CAUSE OR UPON CLOSURE OF THE COMMUNITY, AS PROVIDED IN THE RENTAL AGREEMENT.

THE TERM OFFERED IS FOR A FIXED TERM TENANCY OF AT LEAST TWO (2) YEARS, AS SPECIFIED IN YOUR RENTAL AGREEMENT.

Other terms and conditions:

Following is a summary of the community policy on sale of your home, and on assumption [if allowed] of your rental agreement by the buyer. See Rental Agreement.

Following is a summary of the community policy on conditions, if any, which may require your home to be removed from the community: If you fail to maintain your home and/or make needed improvements; and if you are evicted for this failure; you may then be required to remove the home from the Community.

For details see your Rental Agreement.

**9. COMMUNITY CLOSURE POLICY**

Under current state law, all or part of the community may be closed with 365 days notice. If the community closes the Owner must pay you either \$5,000, \$7,000 or \$9,000, depending on the size of your home. You may also be entitled to a tax credit; your local government/jurisdiction may also offer you additional benefits.

IF WE SHOULD DECIDE IN THE FUTURE TO CLOSE ALL OR PART OF THE COMMUNITY, WE WILL GIVE YOU NO LESS THAN 365 DAYS WRITTEN NOTICE PRIOR TO SUCH CLOSURE TO ALLOW YOU TIME TO MAKE PLANS. IF WE PLAN TO CLOSE AND CONVERT TO A PLANNED UNIT DEVELOPMENT, WE WILL PROVIDE YOU WITH A MINIMUM 180 DAY WRITTEN NOTICE, AS REQUIRED BY STATE LAW.

Contractual Protection Against Closure:

Landlord offers no contractual protection against future closure of the community and reserves the right to close the Community at any time with notice to resident as stated above.

Assistance to resident if community closes:

In the event of closure, we cannot offer you any assistance in excess of that required by law as of the date of our closure notice. This means that you could have to find another place for your mobile home and pay the moving costs yourself, beyond that

which we are required to pay you.

- If this box is checked, landlord has the following plans for closure of the community or for changes in the use of the land under the community:

NONE

## 10. POLICY REGARDING SALE OF THE COMMUNITY

Under current state law, the owner may sell the community 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 or unless you are on a fixed-term tenancy. The owner may be obliged to notify a resident association of a possible sale and to negotiate with a resident association.

### Community Policy:

- We have no definite present plans for sale of the community but you will appreciate that we cannot predict the future. For this reason, we cannot offer any assurances on this point.
- In the event of sale of the community, 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. DISPUTE RESOLUTION POLICY

To encourage community residents and the owner/manager to settle disputes, it is the policy of this community that each issue with merit shall be given a fair hearing within 30 days of receipt of a formal complaint. Community 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:

Please see “Resolution of Disputes”, marked Exhibit “G” and attached to this Statement of Policy.

The second step, after the informal in-community hearing discussed above, is  both mediation and arbitration. Our procedure is described in our “Resolution of Disputes” attached as Exhibit “G”.

We must respectfully decline to mediate or arbitrate disputes relating to : (a) Community closure: (b) Community sale, or (c) Rent, including the amount of rent, rent increases,

and nonpayment of rent.

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

	Exhibit
<input checked="" type="checkbox"/> Community Layout	A
<input checked="" type="checkbox"/> Rental Agreement	B
<input checked="" type="checkbox"/> Rules and Regulations	C
<input checked="" type="checkbox"/> Pet Policy	D
<input checked="" type="checkbox"/> Rent History Disclosure	E
<input checked="" type="checkbox"/> Site Improvement Statement	F
<input checked="" type="checkbox"/> Resolution of Disputes	G

**13. ADDITIONAL INFORMATION FOR “55 OR OVER” or “62 OR OVER” COMMUNITIES**

If this community is a “55 or over” community, at least one (1) person per rented space must be at least 55 years of age or older. The minimum age for any occupant is n/a\_ years. We conduct periodic age surveys to assure that during the term of your tenancy you and all other occupants satisfy required age criteria. You may be prohibited from having children and persons under the minimum age limit reside with you at the premises; should you do so without our approval, this may be grounds for eviction and termination of your tenancy.

Your ability to sell your home is restricted as you may only sell to a buyer who is at least 55 years of age. This of course limits the pool of prospective buyers and may have an adverse affect upon your investment.

There are numerous terms and conditions set forth in the Community Rules & Regulations and which are required of you as part of your rental agreement which relate solely to the “55 or over” status of this community. We encourage you to read these provisions before becoming a tenant.

If this is a “62 or over” community, each and every person residing in the home must be at least 62 years of age. Additional terms and conditions and Community Rules will apply relative to your “62 or over” status. Sale of your home would be limited to a buyer who is at least 62 years of age.

**14. OTHER IMPORTANT INFORMATION:**

Amendment of Community Rules

Please read Rental Agreement, Section 11, on amendment of community rules. Our rules can be amended without your consent in compliance with Oregon law.

Community Management

Please read Rules, Section   2   Regarding arrangements for management of the community.

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 community, whichever first occurs. After that, it is binding on you.

Amendments

This Statement of Policy contains in summary form the landlord's representations of community 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 residents, [b] for all residents to exercise the rights reserved herein, and [c] to comply with changes in federal, state and local law.

If you are a prospective new resident or an existing resident 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 resident in this community not being offered a new Rental Agreement, then the following applies:

- 1) This Statement of Policy contains a summary of parts of your present Rental Agreement.
- 2) 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.
- 3) 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: February 28 , 2008 .

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date