

Alder Creek Village

Statement of Policy

Statement of Policy
Of
Alder Creek Village 55+ Manufactured Home Park

Federal Fair Housing Age Classification Policy: Alder Creek Village is a 55 and Older Park. Each manufactured home must contain at least one person who is 55, or older. Additionally, all residents must be at least 18 years old or older. Each proposed resident must submit an application for tenancy.

LOCATION AND SIZE OF SPACE: The dimensions and area of each manufactured home space varies. Their size is not derived from individual lot dimensions but rather from setback requirements between homes and property lines.

APPLICATION AND RESERVATION FEE: You may apply for tenancy in this park by submitting an application along with a \$50.00 non-refundable application fee. At the time you submit an application you may reserve a specific space in the park by paying the applicable one month space rent. The designated space will be held for the applicant for a period not to exceed sixty (60) days, following acceptance of the application. Within that sixty day period, the applicant must enter into a rental agreement and occupy the space. The applicant may delay the occupancy for an additional thirty (30) day period by paying the designated space rent. In all cases, the regular month-to-month tenancy begins as soon as the lot is occupied.

CURRENT ZONING: The current zoning affecting the use of the rented space is Medium Density Residential (RM). The zoning authority is the City of Warrenton, PO Box 250, Warrenton Oregon 97146 (503) 861-2233.

Immediately to the East, are Alder Creek and some undeveloped ground that is presently zoned residential. Adjoining this land is the Columbia River. Alder Creek Village is bordered on the South and the West by residentially zoned properties. To the North, Alder Creek Village is bordered by Kampers West RV Park. Further North, beyond the RV Park, lays the City of Warrenton's Tansy Point Industrial Park. You should be aware of the presence of on-going industrial activities at this Industrial Park property. These activities include a log processing facility that handles and sorts logs, a log chipping operation and industrial docking facilities. These industrial activities involve the use of heavy machinery and equipment. The "Water Dependant Industrial" and "Aquatic Development" zones allow on-going industrial uses and that they may be altered, expanded or replaced.

Section VIII

FLOOD ELEVATION CERTIFICATE: The Alder Creek Village elevation is three to four feet above the national geodetic vertical datum as shown on the flood insurance rate map for the City of Warrenton, Clatsop County, Community Panel No. 410033-0001 May 15, 1978. The manufactured home must be installed at an elevation above the 100-year flood plane elevation in order to be approved for occupancy—see the local building official for details.

RENT ADJUSTMENT POLICY: The rent adjustment is effected by increases in cost, adjustments to the consumer price index (CPI) for the Portland Metropolitan area, improvements agreed upon by 51% of the residents and Owner, and changes in taxes, assessments, fees, licenses, and utility charges by government. Although the park will make every effort to limit rent increases to once a year, the park does reserve the right to increase rents more frequently pursuant to the requirements of Oregon law. We also charge certain fee and pass-through charges, some of which are voluntary and some mandatory. Please read section 6 of the rental agreement.

Fees charged include:

Application fee	\$50.00	(non-refundable)
Late rent	\$50.00	(if not paid by the 7 th of the month)
Returned check	\$25.00	

GOVERNMENT AND SYSTEM DEVELOPMENT FEES: The following are the system development charges and fees as of January 1, 1994. These fees are charged to residents by the local governing body, at the time a home is moved into the park, please check with the appropriate permitting authority for an updated price list:

Siting Permit	\$110.25
State Plumbing Permit	\$ 42.00
Electrical Permit	\$ 42.00
City Plumbing Permit	\$ 42.00
Water System Administration fee	\$100.00
Sewer System Administration fee	\$250.00
System development fee	\$ 50.00

PERSONAL PROPERTY, SERVICES AND FACILITIES PROVIDED BY LANDLORD: In addition to the services necessary to maintain the facility in a habitable condition, the landlord will provide common areas for the use of residents in accordance with park rules.

We must ask you to be responsible for the security of your home and possessions. Report any security problems to police and management.

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UTILITIES & SERVICES AND PAYMENT RESPONSIBILITY

UTILITY	PAYMENT BY TENANT	PAYMENT BY LANDLORD	FURNISHED BY:	WHO CONTACTS UTILITY PROVIDER	PHONE #
WATER		X	LANDLORD-CITY OF WARRENTON	LANDLORD	VILLAGE OFFICE 861-1124
SEWER		X	LANDLORD-CITY OF WARRENTON	LANDLORD	VILLAGE OFFICE 861-1124
STORM DRAIN		X	LANDLORD-CITY OF WARRENTON	LANDLORD	VILLAGE OFFICE 861-1124
GARBAGE	X		CITY OF WARRENTON	RESIDENT	861-2233
RECYCLING	X		CITY OF WARRENTON	RESIDENT	861-2233
ELECTRICITY	X		PACIFIC POWER	RESIDENT	888-221-7070
PHONE	X		QWEST CHARTER OTHERS	RESIDENT RESIDENT RESIDENT	800-244-1111 888-438-2427
CABLE TV	X		CHARTER	RESIDENT	
SATELLITE TV	X		DISH DIRECT TV OTHERS	RESIDENT	
CABLE INTERNET	X		CHARTER	RESIDENT	888-438-2427
DSL INTERNET	X		QWEST OTHERS	RESIDENT	800-244-1111

Section VIII

The park management receives and pays one large monthly bill for water, sewer, and storm sewer services which benefit all residents. In turn, historically, each

resident paid Alder Creek Village the current applicable minimum rate as established by the City of Warrenton (utility provider) for water/sewer/storm sewer. At the end of the year, all prior savings or excess consumption was computed based on a pro rata basis, as per Oregon Law, and either refund checks or bills were issued to each tenant, by Alder Creek Village, as applicable.

Effective, January 1, 2010, in accordance with a new Oregon law, Alder Creek Village shall continue this method of utility billing with all tenants who's rental agreements are dated prior to January 1, 2010.

For those tenants entering into rental agreements after January 1, 2010, space rent will be adjusted accordingly to include water/sewer/storm sewer and there will be no separate monthly utility charge for those utilities nor year-end pro rata cost sharing.

RENTAL AGREEMENT TERMINATION POLICY: Under current state law, if you have a month-to-month tenancy in a manufactured home in a park, then the tenancy goes on for as long as you wish to live in the park, with some exceptions: It may be terminated for cause, which includes but is not limited to, failure to pay rent or violation of park rules or rental agreement.

Since tenancy can go on for an indefinite period of time, we must reserve the right to change certain policies, including our fair housing age classification, rent policy and other policies discussed in this document where we reserve the right to make changes.

Your rental agreement is not assumable by the buyer of your home. We require buyers of your home to get approval before they buy, to meet our new tenant criteria at that time and to sign the rental agreement and receipt for copy of the rules in place at that time—which could be materially different than the screening criteria, rules and rental agreement in place today.

We require residents to give park management 10 days notice of their intent to sell a home in the park. The policy concerning the sale of the home within the park as to a subsequent purchaser may be modified.

POLICY REGARDING SALE OF PARK: At this time there are no plans to sell Alder Creek Village, however we cannot predict the future. We cannot offer our tenants any special priority or "right of first refusal" to purchase the park, but we will comply with the state law concerning the sale of the park. In the event that the park is sold, the new owner cannot raise the rent except as provided in your rental agreement.

PARK CLOSURE POLICY: ORS 90.645 as amended by the 2007 Legislature, now strictly defines the terms under which a manufactured home park can be closed and the property's use changed. When the park is closed for the purpose of converting its use to other than a sub-division, 365 days notice is required, and when certain conditions are met, payment to the tenant of \$7,000 per double-wide and \$9,000 per triple-wide that must be relocated. ORS 90.645 also details conversion to a subdivision, requiring 180 days notice of park closure. In addition, Oregon Income tax law provides a state income tax credit for qualified residents who are forced to relocate their home. Please read Oregon Revised Statutes Chapter 90.505 thru .840 for further details.

DISPUTE RESOLUTION POLICY: Any complaint of one resident concerning action of another resident shall first be taken directly to the offending neighbor, before being brought to the attention of the management. 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 written complaint. Park management will meet, and confer with the complainant.

Disputes not resolved under the above procedure, shall be resolved as follows: We offer you first, an informal mediation process with the Oregon State Manufactured Home Park Ombudsman or another neutral party, second, an arbitration process if necessary. Read Rental Agreement Section 17, and ADDENDUM TO RENTAL AGREEMENT DISPUTE RESOLUTION.

CHANGES IN PARK RULES AND LAWS: The park's rules and regulations may be changed by the landlord upon giving written notice of such proposed changes, with the changes becoming effective 60 days thereafter unless objections are received from fifty-one percent (51%) or more of the rented spaces within the first thirty (30) days following notice. Likewise, state and federal laws may change in the future. If they do, our rules and regulations, as well as this statement of policy, shall be automatically be amended to conform to the new law, but only to the extent the law absolutely requires conformation and only at the point in time when it is required.

LEGAL ADVICE, & CANCELLATION OF RENTAL AGREEMENT BY TENANT: You have the right to seek legal advice. We recommend you show this Statement of Policy, your rental agreement, and all exhibits to an attorney and get advice on your rights and responsibilities under these documents, as well as the risk you are assuming, before you sign the rental agreement with us. Once you sign the rental agreement, we will allow you to cancel it by written notice to us for a period of 5 days or until occupancy in the park, whichever first occurs. After that, the rental agreement becomes binding on you.

Binding Effect and Amendments to Statement of Policy: This Statement of Policy is not a contract. It contains, in summary form, the landlord's representations of park policies in effect as of this date. It is subject to landlord's reserved rights to amend or change these policies, as stated herein. These policies are fully contained in the rental agreement and/or park rules, which are a binding legal contract for the term thereof and any renewals. We reserve the right to amend this Statement of Policy and its exhibits from time to time: (a)For future tenants, (b) for present and future tenants to exercise the rights reserved herein, and (c) to comply with changes in federal, state and local law.

EFFECTIVE DATE: THIS STATEMENT OF POLICY IS EFFECTIVE FROM 8/1/08 UNTIL SUPERSEDED.

SECTION VIII