

OAKVIEW TERRACE MHP

STATEMENT OF POLICY

ORS.510

1. LOCATION AND SIZE Oakview terrace is located at 777 College Park Dr. SW #76 Albany, Oregon 97322, Linn County, Oregon. Manufactured Home Space # _____. Approximate size of lot rented is _____ square feet. Further detail is available from the Manager.
2. CURRENT ZONING The Park is classified as a “family Park” with no age restrictions under the Federal Fair Housing system. The park is zoned RM-5 (residential multi-family with density of 10-20 units per acre.) Zoning authority is the City of Albany, Oregon.
3. RENT ADJUSTMENTS Pursuant to State law, the landlord may increase your rent after 90 days written notice. Law does not limit the frequency or amount of rent increases. Landlord’s agent will be available to discuss the rent increase the date on which notice of rent increase is given. If tenants request, a meeting will be scheduled by Landlord for all tenants to attend to discuss the rent increase.
4. LANDLORD PROVIDED PERSONAL PROPERTY, SERVICES AND FACILITIES: Landlord will provide or contract for services to maintain the facility in a habitable condition. The streets, street lighting, and common area maintenance and landscaping are the responsibility of the Landlord.
Landlord does not provide security patrol service, restrictions of access to the park (guarded gate). Emergency first aid or emergency utilities. Tenant assumes the risks of damages resulting from the criminal acts of third parties. You are responsible for your home security and property. Please report any security problems to the police and park Management.
Tenants are responsible for the maintenance and repair of their manufactured home, attachments, outbuildings, and their property at the park. Tenants are responsible for the landscaping and maintenance of the landscaping on their rented lot.
Landlord will provide and maintain supply and services of water/sewer, cable TV, electricity, and telephone lines going to the home. Tenants subscribe to the utility and service providers directly and pay for their use of the of water/sewer (including irrigation on their lot), -- City of Albany: Garbage- Allied Waste, TV cable Comcast, Telephone is Qwest, and Landlord reserves the right to discontinue non-essential services such as cable TV if no vendor is available.
5. REFUNDABLE DEPOSITS, NON-REFUNDABLE FEES, AND INSTALLATIONS CHARGES IMPOSED BY LANDLORD OR GOVERNMENT. Tenant shall pay a refundable security deposit in the amount of \$ _____ from which Landlord may Claim an amount reasonably necessary to repair damages to the premises caused by Tenant, excluding ordinary wear and tear, and to remedy Tenant’s default under this Agreement. Landlord shall, within 31 days pf termination of tenancy, and delivery of Possession of the premises, provide Tenant with an accounting stating any charges against the deposit, and refund the balance of deposit to Tenant.
Additional vehicles (more than 2) shall be charged (\$25.00) each vehicle per month as additional Rent.

Certain fees are passed through to tenants pursuant to the rental agreement. A “late payment fee” of \$50.00 will be charged tenants who fail to deliver their monthly rent by the first no later than the fifth day of each month in advance. A “NSF” processing fee for checks returned from Tenant’s banks will be charge \$50.00 per check returned.

The City of Albany charges \$130.25 for a Placement Permit for any home moved into the park and a Park Systems Development Charge calculated by the Building Department for first time home placement on any lot at the park of approximately \$102.50 per bedroom plus \$0.20 per square foot floor space, but these fees could change at any time, need to call them to make of the fee cost.

6. RENTAL AGREEMENT TERMINATION POLICY. A tenancy may be terminated for cause as stated in the Oregon Landlord Tenant Law which includes failure to pay rent, violation of the Rental Agreement including Park Rules and Regulations. Tenancy may terminate upon closure of the Park.

The month to month tenancy offered at Oakview Terrace MHP continues indefinitely. Landlord reserves the right to change certain policies, Rules and terms of the Rental Agreement pursuant to statutory procedure.

A tenant’s Rental Agreement is not assumable by the buyer of your home or any other Third Party. Oakview Terrace MHP requires all buyers and residents to apply for and receive approval before they buy or move into the Park. All new tenants are required to qualify for tenancy under the same criteria and to sign a Rental Agreement. Manufactured homes may stay in the park as long as the structures comply with state and local codes and the Oakview Terrace MHP maintenance rules.

Pursuant to state law, all or part of the Park can be closed after 365 days notice. Under such circumstances the landlord has no further obligation to tenants. The Park may be closed with notice of 180 to 364 days if the landlord finds tenants another space and pays your moving expenses under a statutory limited amount. Low income tenants may qualify for a tax credit for moving costs. There is no present intent to stop operation of Oakview Terrace MHP as a manufactured home park.

7. PARK SALE: The owner may sell the park subject to any statutory notice requirements. Tenants have no special right to purchase the park. A buyer may raise the rent in conformance with statute and your Rental Agreement.

8. DISPUTE RESOLUTION. To encourage Park Residents and the Owner to settle disputes, each issue not resolved informally shall be reduced to writing and delivered to the other party. A hearing time will be scheduled by Management within 30 days of the written notice for management and tenant to meet with or without a mediator mutually selected. Issues concerning the park closure, park sale, rent rates, and failure to pay rent will not be subject to this resolution policy.

9. OTHER IMPORTANT INFORMATION: The Rental Agreement, Rules and Regulations and these policies can be amended pursuant Oregon Law without tenant consent.

Tenant should seek independent legal advice concerning these policies rental agreement if you have any questions.

This policy statement cannot change the terms in your Rental Agreement. Changes in state or federal law may bring about changes in your Rental Agreement. The landlord will try to reduce any such changes in law to amendments of your Rental Agreement as Necessary.

10. INCORPORATED AGREEMENT: Attached to this policy statement is the Rental Agreement and Rules and Regulations that comprise the Agreement for tenancy. If you are tenant already, a copy of your Rental Agreement with Rules and Regulations for Oakview Terrace MHP is attached.

11. ABANDONED PROPERTY DISPOSITION: Oregon Revised Statutes 90.425 and 90.675 provided definitions for determining whether property has been abandoned after tenancy termination or prolonged absence of tenant-owner. The statutes provide notice requirement and authorize action to remove and dispose of abandoned property. It is the policy of the Oakview Terrace MHP to follow these statutory procedures to enhance tenant and guest safety and comfort. A copy of these statutes can be received from the Manager at the office upon request. Disposition of abandoned property procedures may impact the market value of a dwelling.

BY SIGNING THIS AGREEMENT, TENANT ACKNOWLEDGES THAT TENANT HAS FIRST RECEIVE A COPY OF THE Oakview Terrace MHP POLICY STATEMENT, AND RULES AND REGULATIONS THAT ARE INCORPORATED INTO THIS AGREEMENT, TENANTS ABILITY AND IS WILLING TO ABIDE BY THIS INTEGRATED AGREEMENT, TNEANT UNDERSTANDS THAT THIS AGREEMENT AND THE RULES AND REGULATIONS ARE BINNDING LEGAL DOCUMENTS DSCRIVING TENANTS AND LANDLORDS RIGHT AND OVLIGATIONS TENANT UNDERSTANTS THAT IT IS LANDLORD’S RECOMMENDATION THAT THE TENANT OBTAIN THE SERVICES OF AN ATTORNEY TO REVIEW THESE DOCUMENTS BEFORE THEY ARE SIGNED.

SIGNED THE DATE FIRST WRITTE ABOVE.

TENANTS:

LANDLORD:

Oakview Terrace MHP

BY: _____

AGENT FOR LANDLORD

NOTICE: OREGON LAW REQUIRES THAT YOU BE PROVIDED A COPY OF THE POLICY STATEMENT, THIS AGREEMENT INCLUDING THE APPLICABLE PARK RULES AND REGULATIONS AND ANY OTHER DOCUMENTS WHICH ARE INCORPORATED INTO THIS RENTAL AGREEMENT. BY SIGNING BELOW, YOU ACKONWLEDGE RECEIPT OF EACH OF THESE DOCUMENTS.

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

