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## SONGBROOK

### STATEMENT OF POLICY

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#### 1. LOCATION AND SIZE OF HOMESITE

The location and size of SongBrook's homesites vary. On the attached map the homesite you requested has been marked, and its approximate size indicated below. You must sign a site reservation agreement or a lease agreement to reserve the homesite. Rent becomes payable upon the rent commencement date specified in the lease agreement.

Homesite number: \_\_\_\_\_ Approximate homesite square footage: \_\_\_\_\_

#### 2. FACILITY CLASSIFICATION

The federal fair-housing age classification of this Community is "housing for older persons," which is intended and operated for persons age 55 or older. Except with SongBrook's written approval, you cannot sell to someone under 55 who intends to leave the home in the Community. SongBrook requires all occupants to be age 18 or older; it could change. Pursuant to Oregon law, occupancy is limited to two persons per bedroom.

SongBrook cannot promise to keep this classification forever. It could change to another classification without SongBrook's consent.

#### 3. PRESENT ZONING

The current zoning affecting the use of the leased homesite is: RA. "RA" is the designation used for a Suburban Residential District. Permitted uses include manufactured housing. The zoning authority for this Community is the City of Eugene. SongBrook is not located in a designated flood plain; and at this time, management is unaware of any pending governmental action which could impact the zoning of SongBrook.

#### 4. RENT ADJUSTMENT POLICY

In the absence of a lease agreement providing otherwise, current Oregon law allows a Landlord to adjust your rent with 90 days' notice, and do not limit the amount or the frequency of rent adjustments.

However, SongBrook's rents are adjusted only once each year in accordance with your lease agreement. Rent adjustments shall be based on two separate factors: (a) changes in the Consumer Price Index; and (b) adjustments in real property taxes and in other governmental charges and assessments for the Community. Rent is also subject to adjustment at the beginning of each renewal term of the lease. Such adjustment is based on the then current fair market rent for the homesite.

Many financial consultants advise consumers to keep the total of rent, utility, taxes, and home mortgage payments below 30% of take-home pay or income. This is only a general guideline, but can be important if your income is fixed and your rent increases over time. SongBrook does not wish to contribute to financial problems for you or for SongBrook, and wants only those Tenants, who are also referred to in this Statement of Policy as "Homeowners", who can financially afford to live in the Community.

## **5. PERSONAL PROPERTY, SERVICES, FACILITIES PROVIDED BY LANDLORD**

In addition to the services necessary to maintain the facility in a habitable condition, SongBrook, as Landlord, provides certain facilities for the use of Homeowners. Homeowners may use the following facilities in accordance with Community rules:

- \* Entry Gates (to be kept closed at night)
- \* Streets and Street Lighting
- \* Common Areas along Ponds
- \* Common Areas in Open Grass Fields
- \* Recreational Vehicle Parking Area (additional charge assessed)
- \* Community Center
- \* Activity areas
- \* Community Garden Area (additional charge assessed)
- \* Community Mail Center
- \* Visitor Parking at the Community Center

See attached map for locations.

Some things you should know SongBrook does not provide: yard maintenance of Homeowner homesites; trees and shrubbery within your homesite, and your irrigation system; exterior maintenance or construction of your home and garage; overnight RV lodging; security service or patrol; restricted access to the Community; first aid services; or emergency utility services. You are responsible for the security of your own home and possessions and you are to report any security problems to police and management.

SongBrook maintains all common areas and programs all irrigation system time clocks, including the time clocks at the individual homesites.

SongBrook offers a community center building and a recreational vehicle storage area. However, SongBrook reserves the right to alter, modify or add to the facilities within the Community for use of the Homeowners, and there is no assurance that the facilities will continue to be available for use by Homeowners. The use of any designated SongBrook storage space by a Homeowner is subject to payment of charges imposed by SongBrook and to other terms and conditions of a separate arrangement between the Homeowner and SongBrook.

## **6. LANDSCAPE & TREE MAINTENANCE:**

Our policy on landscape & tree maintenance is as follows:

Tenant is responsible to maintain and clean their space, including but not limited to, maintenance of all trees, shrubbery and landscaping within the boundaries of their space, whether planted by tenant or others. Maintenance shall include, but not be limited to: watering, spraying (fertilizer, pesticide, herbicide, etc.), mowing, raking, weeding, leaf & needle removal, edging, trimming, limb removal, and diseased or dead tree removal. Tenant is responsible for properly disposing of all landscaping debris, including all trimmings and leaves & pine cones/needles. The cost of said maintenance shall be the sole responsibility of the Tenant. You maintain your space, we maintain the common areas. Any substantial improvements 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 occasioned 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.

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

### **TREE POLICY:**

Any tree(s) which is intended to be planted on the Tenant's space must first have a written request submitted to Landlord outlining the type, species, characteristics, height at maturity and specific location diagramed on a plot plan which must be approved in writing prior to installation of any tree(s).

Except for trees with aggressive or shallow root systems, trees that reach a height of less than 15 feet at maturity will generally, but not necessarily, be allowed to be planted on Tenant's space in the community. Trees exceeding this height at maturity will generally not be allowed.

Trees which, in the sole opinion of Landlord, are anticipated to have root systems which may potentially compromise the utility lines housed underground, curbing, sidewalks, driveways and/or streets will not be allowed to be planted or to otherwise remain on Tenant's space.

Failure to receive written approval from Landlord or misrepresentation by the Tenant, whether intentional or unintentional, concerning the type, species, characteristics, height at maturity and specific location of tree(s) to be planted and/or failure to comply with any portion of this Tree Policy shall be grounds for immediate removal of such tree(s) at Tenant's sole expense and/or termination of tenancy. This applies at any time during the lifespan of said nonconforming tree(s).

Tenant shall take any and all reasonable steps to properly care for any tree on Tenant's space, whether planted previously or by Tenant, to ensure it does not grow or deteriorate to the

point of presenting a future safety risk to Tenant's or other's person or property. The Community may have specific Rules & Regulations regarding maintenance of existing trees. Please refer to the Community Rules and Regulations for details.

Landlord reserves the right, but is not obligated, to remove any tree which Tenant fails to properly maintain and/or remove or otherwise cease from planting and to charge the Tenant for all costs associated with such trimming or removal except for that which is not permitted according to Oregon Law ORS 90.727.

**7. UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY**

	PAYMENT BY:			WHO CONTACTS
	HOMEOWNER	LANDLORD	FURNISHED BY:	UTILITY PROVIDER
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EWEB/Group6	Landlord
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EWEB/Group6	Landlord
Garbage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Royal Refuse	Landlord
Garbage Cans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Royal Refuse	Landlord
Cable TV (basic)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group6	Landlord
Cable TV (premium)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group6	Homeowner
Internet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group6	Homeowner
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EWEB	Homeowner
Phone (VOIP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group6 or Other Providers	Homeowner
Phone (landline)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group6 or Other Providers	Homeowner
Natural Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Northwest Natural Gas	Homeowner

Changes to Utilities and Other Services: Please note that even if Landlord has agreed to pay for any utilities noted above, the lease agreement and/or Oregon law may allow the Landlord to change this and pass all utilities through directly to you. SongBrook must reserve the right to change the utility arrangements set forth above, including the billing procedure, with reasonable notice to you. Nonessential utilities, such as cable TV, could be discontinued if no provider were available.

**8. NONREFUNDABLE 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 solely your responsibility.

NONREFUNDABLE FEES:

Application Fee	\$ _____
Site Preparation Fee	\$ _____
Monthly Rent Fee	\$ _____
Late Fee or NSF checks	\$ _____

REFUNDABLE DEPOSITS:                      Site Reservation Deposit \$ \_\_\_\_\_ \*

\*[Site Reservation Fee will be credited against rent under Lease.]

GOVERNMENT INSTALLATION

FEES (approximate):	Home Set-up Permit	\$ _____ - _____
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Upon the installation of a new manufactured home in SongBrook, SongBrook also requires you to install a garage, sidewalks, a driveway, decking or concrete patio, and landscaping within a reasonable amount of time after move-in. Refer to Rules and Regulations Section 4. Rent payments are late if not paid in full and received by SongBrook by the fifth day of each month.

## **9. LEASE AGREEMENT TERMINATION AND NONTRANSFERABILITY POLICY**

Under current Oregon statutes, your tenancy may be terminated for cause as specified by law, which includes among other causes the failure to pay rent and violation of Community rules or your lease agreement. It may also terminate upon closure of the Community or upon expiration of your lease agreement term. The SongBrook policy is the same.

Your lease agreement cannot be transferred to or assumed by a buyer of your home. If a prospective purchaser intends to leave the home on the homesite and become a Homeowner, SongBrook requires the buyer to obtain SongBrook's approval before the purchase is completed, to meet SongBrook's Homeowner criteria then in effect, to sign the lease agreement SongBrook is then using, and to become subject to the rules and regulations of the Community then in effect, all of which may be different from those now in effect.

## **10. FIXED TERM TENANCY**

The term of this tenancy is 25 years, renewable every 5 years. Oregon law provides that sixty (60) days prior to the ending date of the fixed term tenancy, Landlord has the right, but not the obligation, to provide Tenant with a new lease agreement and new rules and regulations (hereinafter "the new documents"). Tenant must notify Landlord in writing no later than thirty (30) day before the ending date whether Tenant will accept the new documents. If Tenant fails or unreasonably refuses to sign the new documents, the lease shall terminate on the ending date, with no further notice or demand from Landlord, and Tenant shall vacate the space. If Tenant voluntarily vacates the space, Tenant shall have the right to enter into a storage agreement with Landlord providing that for a period of up to 180 days if Tenant pays a monthly storage fee (not exceeding the current rent charged other Tenants in the community) he/she may resell the home to a purchaser who, if approved by Landlord, may become a Tenant in at the Park. If the Landlord fails to provide the new documents to Tenant prior to 60 days before the ending date, the tenancy shall automatically become a month-to-month tenancy upon the same terms and conditions as contained in the lease, subject to Landlord's right to increase the rent pursuant to Oregon law. The SongBrook policy is the same.

## **11. HOME REMOVAL POLICY**

Homeowner will give SongBrook thirty (30) days notice before removing the manufactured home from the homesite in SongBrook. All rents for the site, utilities, personal and real property taxes, and services must be paid in full unless waived by Management. You will be responsible for damage caused to the homesite, other homesites, or any portion of SongBrook during the removal of the manufactured home, and you will be required to

reimburse SongBrook and its owners, and other Homeowners, as appropriate, for any loss suffered. If you remove your home from SongBrook, you will be required to remove the manufactured home, garage, concrete, plantings, and all improvements from the homesite, fill the "pit" to grade level with topsoil, and return the homesite to its original condition, at your expense. Removal requirements may impact the market value of the dwelling. Upon termination or expiration of your lease agreement, the homesite must be left in substantially the same condition as it was prior to the original construction of improvements at the homesite, unless the parties agree otherwise in writing prior to such termination.

## **12. COMMUNITY CLOSURE POLICY**

Pursuant to Oregon law, if a manufactured dwelling park, or a portion of the park that includes the space for a manufactured dwelling is to be closed and the land or leasehold converted to a use other than as a manufactured dwelling park (and the closure is not required by the exercise of eminent domain or by order of federal, state or local agencies) the Landlord may terminate a month-to-month or fixed term rental agreement for a manufactured dwelling park space by giving Tenants not less than 365 days' notice in writing before the date designated in the notice for termination and by paying Tenants one of the following amounts for their dwelling: (a) \$5,000 if it is a single-wide; (b) \$7,000 if it is a double-wide; or (c) \$9,000 if it is a triple-wide or larger. Certain jurisdictions in Oregon, including Eugene, have local ordinances that provide increased benefits and/or money to Tenants located in a manufactured dwelling park that is closing. The SongBrook policy is the same. You are encouraged to review ORS Chapter 90 (Oregon's landlord-tenant law) and your local city or county ordinances regarding park closure, or have an expert do so on your behalf before entering into your tenancy. There are no current plans to close all or any portion of the SongBrook Community, but understand this could change in the future.

## **13. POLICY REGARDING SALE OF THE COMMUNITY**

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 Community or of written offers of purchase which the Landlord intends to consider. Thereafter, the Landlord may be required to negotiate in good faith with the association for sale of the Community to them. This does not apply to tax deferred exchanges of the Community. The SongBrook policy is the same. There are no current plans to sell all or any portion of the SongBrook Community, but understand this could change in the future.

## **14. INFORMAL DISPUTE RESOLUTION POLICY**

To encourage Homeowners and the owner/manager to settle disputes, the SongBrook policy is that each issue with merit shall be given fair consideration within 30 days after receipt of a written complaint. Community management shall meet with the complainant to attempt resolution of the complaint or dispute.

Disputes not resolved under the above procedure shall be resolved as follows: SongBrook will offer you an informal mediation process with the Oregon Housing and Community Services or another neutral party.

However, SongBrook does not offer mediation of those disputes relating to: (a) Community closure, (b) Community sale, (c) rent, including but not limited to amount, increase, and nonpayment, or (d) matters for which a 24-hour notice may be given under ORS 90.400, or (e) Any dispute which resulted in a non-curable notice such as a repeat rules violation or a “three strikes” violation.

## **15. THE FOLLOWING ATTACHMENTS ARE EXHIBITS TO THIS DOCUMENT:**

- |  |   |
|--|---|
| <input type="checkbox"/> Lease Agreement                     | <input type="checkbox"/> Receipt of Statement of Policy |
| <input type="checkbox"/> Rules and Regulations               | <input type="checkbox"/> 1-page MHOO/OSTA summary       |
| <input type="checkbox"/> Community Layout                    | <input type="checkbox"/> Rent History                   |
| <input type="checkbox"/> Straight Talk (cover letter)        | <input type="checkbox"/> 55 and Over Verification       |
| <input type="checkbox"/> Personal Representative Declaration |   |

## **16. OTHER IMPORTANT INFORMATION:**

### **16.1. Amendment of Community Rules and Regulations**

SongBrook Rules and Regulations can be amended without Homeowner consent in accordance with Oregon law, which currently provides that the rules and regulations may be changed with 60 days’ notice unless 51 percent of the eligible homesites in the Community file an objection within 30 days.

### **16.2. Community Management**

The name, address and phone number for the person(s) authorized to manage SongBrook, to collect rents, and to act for and on behalf of SongBrook for the purpose of service of process and receipting for notices and demands are as follows:

For mail and/or personal delivery:

Commonwealth Real Estate Services  
18150 SW Boones Ferry Road  
Portland, OR 97224  
Office telephone, (503) 244-2300

For immediate on-site assistance you may also contact:

SongBrook On-site Assistant Manager  
Nikki Busch  
4055 Royal Avenue  
Eugene, OR 97402  
Office telephone: (541) 461-4000

### **16.3. Legal Advice and Your Right to Cancel Your Lease Agreement**

You have the right to seek legal advice. SongBrook recommends that, before you sign a lease agreement with SongBrook, you consult an attorney for review of this

Statement of Policy, the Lease Agreement, and all other exhibits hereto, in order to get advice on your rights and responsibilities under these documents, as well as the risks you are assuming.

Once you sign a Lease Agreement, SongBrook will allow you to cancel it by written notice to SongBrook for a period of 5 days or until your occupancy of the homesite, whichever first occurs. After that, it is binding on you.

**16.4. Amendments**

This Statement of Policy is not a contract. It 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. These policies are fully contained in the Lease Agreement (and/or the Community rules and regulations), which is a binding legal contract for the term thereof and any renewals.

SongBrook reserves the right to amend this Statement of Policy and its exhibits from time to time: (a) for future Homeowners, (b) for present and future Homeowners to exercise the rights reserved herein, and (c) to comply with changes in federal, state and local law.

**16.5. Effective Date**

This Statement of Policy is effective from August 1, 2015, until superseded.

**ACKNOWLEDGMENT OF RECEIPT**

Interested party or Homeowner acknowledges receipt of this Statement of Policy and exhibits by signing here or by signing a separate receipt.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

Date: \_\_\_\_\_, 20\_\_\_\_.