

Mountain View Mobile Estates
A 156-Space Manufactured Housing Community
13620 SW Beef Bend Road #78 King City OR
97224
Phone: (503) 807-8786
Alternative Phone: (503) 477-9306
After Hours Emergency Phone: (503) 590-9644
Park Email: mtviewhousingsvc@gmail.com

We require the following in order to process an application:

1. A **signed and dated** Acknowledgment of Receipt of Documents (1 page);
2. A **signed and dated** Rental Application (2 pages);
3. Payment of **\$75.00** for each adult over the age of 18 years listed on the Rental Application; and
4. A **completely filled-out** General Information Form (1 page).

Please call Leonard L. Brown at (503) 590-9644 or Derek L. Brown at (503) 477-9306 if you have any questions.

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**ACKNOWLEDGMENT OF RECEIPT OF
DOCUMENTS**

By executing this Acknowledgment of Receipt of Documents, Tenant acknowledges that it has received a copy of this document, copies of the following listed documents, and that it has read them and understands them to the best of its ability and is willing to abide by the Rules and Regulations.

1. Rental Application;
2. Screening Criteria;
3. General Information Form;
4. Statement of Policy;
5. Site Plan;
6. Space Rental Agreement;
7. Community Rules and Regulations;
8. Pet Agreement; and
9. Landlord's Site Improvement Disclosure Statement.

Tenant:_____

Date:_____

Tenant:_____

Date:_____

Landlord:_____

Date:_____

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RENTAL APPLICATION
Screening Fee \$75.00 Per Adult over Age 18

Applicant's Name:	Birthdate:	Social Security Number:	Driver's License Number/State:
Spouse's Name:	Birthdate:	Social Security Number:	Driver's License Number/State:
Name(s) Of Other Persons Living With You:	Birthdate:	Social Security Number:	Driver's License Number/State:
Name:	Birthdate:	Social Security Number:	Driver's License Number/State:
Name:	Birthdate:	Social Security Number:	Driver's License Number/State:
Current Address:		Current Phone Number:	Email Address:
Current Landlord/Mortgage Holder:	Phone Number:	Renting: Yes No How Long?	Monthly Payment:
Previous Landlord/Mortgage Holder Name/Address:			Phone Number:
Why are you leaving your current residence?		Homeowners Insurance Company/Address:	
Have you ever defaulted on a mortgage or lease in the last seven (7) years?			
Have you ever been convicted of, or pled guilty to a crime (state or federal)? Yes No If so, please state circumstances and jurisdiction:			
Employer:		Occupation:	Length of Employment:
Address:			
Supervisor's Name:		Phone Number:	Gross Monthly Salary:
Other Income (describe):			
Previous Employer (if in present position less than one year):			
Spouse's Employer:		Occupation:	Length of Employment:
Address:		Phone Number:	Gross Monthly Salary:
Name of Bank:	Address:		Phone Number:
Account Type:	Account Number:	Account Type:	Account Number:
Charge Account Name:	Address:		Account Number:
Charge Account Name:	Address:		Account Number:
Charge Account Name:	Address:		Account Number:

Make/Serial Number of Home:	Home Manufacturer:	Size/Year:	Monthly Space Rent:
Mortgage Holder Name:	Address:	Phone Number:	Monthly Payment:
Name of Co-Signer, if any:		Address/Phone Number:	
Vehicle Make/Year (Auto/Truck/Boat/RV):	Vehicle Make/Year (Auto/Truck/Boat/RV):	Vehicle Make/Year (Auto/Truck/Boat/RV):	Vehicle Make/Year (Auto/Truck/Boat/RV):
Do you intend to have pets: Yes No	How Many?	Descriptions (size):	
How did you discover our park? Newspaper Signs Dealer Acquaintance Advertisement Other:			
In case of emergency, please notify:			Phone Number:
Address:			Relationship:

I certify that the above information is correct and complete. Landlord is materially relying upon each and every piece of information provided by the applicant. I understand that if any of this information is later found to be false, it may be grounds for eviction. I authorize the park management to conduct any credit checks, criminal background check, obtain prior landlord references, or other inquiries necessary for verification of this information.

Landlord has charged a screening fee as set forth above. Applicant screening entails the checking of the applicant's credit, income, prior landlord references, criminal history and other criteria for residency. The applicant has the right to dispute the accuracy of any information provided to the Landlord by the screening service or credit reporting agency. This Rental Application shall be applicant's receipt for the screening fee. The name and address of the screening service or credit reporting agency is: Background Investigations, Inc., 1800 SW Blankenship Rd #250, West Linn, OR 97068.

FAIR CREDIT REPORTING ACT DISCLOSURE
(Investigative Consumer Report)

As part of the application process, Landlord may obtain an Investigative Consumer Report which may include information on your character, general reputation, personal characteristics and mode of living.

You have a right to request a written summary of your rights under the Federal Fair Credit Act, as well as a complete and accurate disclosure of the nature and scope of the investigation requested. The request should be made to the Landlord or the credit reporting firm listed on the application.

I understand that the park management has the right to refuse admission to any manufactured home if, upon arrival at the park, the manufactured home is not the same home or in the same condition represented by the Tenant in this Rental Application. Upon approval of this Rental Application, I will execute a Space Rental Agreement, Rules and Regulations, and a Statement of Policy with the park.

Move-In Date: _____

Space Requested: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Landlord: _____

Date: _____

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SCREENING CRITERIA

Mountain View Mobile Estates has adopted written screening criteria for the approval of prospective tenants. To qualify as a tenant at Mountain View Mobile Estates, all occupants must complete and sign a rental application and must be approved by park management. The application must be accompanied by a nonrefundable application fee of \$75.00 for each adult over the age of 18.

Mountain View Mobile Estates will screen prospective tenants based upon the following factors:

1. **Employment and Financial Information.** Mountain View Mobile Estates may contact your employer to verify your income, including but not limited to the 3 national credit reporting agencies.
2. **Credit References.** Mountain View Mobile Estates may contact your bank and other listed credit references, as well as obtain a credit report from a consumer credit reporting agency.
3. **Pets.** The number and type of pets will also be considered by Mountain View Mobile Estates. Only pets under 25 pounds at maturity will be allowed into the park.
4. **Criminal Convictions.** Mountain View Mobile Estates may evaluate the criminal convictions of any proposed tenants before approving or denying the tenancy.
5. **Landlord References.** Mountain View Mobile Estates may contact a prospective tenant's prior landlord(s) for references.
6. **Character References.** Mountain View Mobile Estates may contact character references listed by applicant.

Additional Information:

By law, tenant applicants have the right to dispute in writing the accuracy of any information provided to Mountain View Mobile Estates by a screening company or credit reporting agency.

Oregon law also requires Mountain View Mobile Estates to inform potential tenants of the number of spaces that are, or within reasonable future time will be, available to rent from Mountain View Mobile Estates. At this time, Mountain View Mobile Estates has 156 spaces for rent. Mountain View Mobile Estates has approximately 156 applications previously accepted and/or remaining under consideration for those rental spaces.

If a prospective tenant's application is denied based in whole or in part on a tenant screening company or consumer credit reporting agency report, the landlord shall give the prospective tenant actual notice of that fact at the same time that the landlord notifies the prospective tenant of the denial. Unless written notice of the name and address of the screening company or credit reporting agency has previously been given, Mountain View Mobile Estates will promptly give written notice to the prospective tenant of the name and address of the company or agency that provided the report upon which the denial is based. Except as required by law, Mountain View Mobile Estates need not disclose the results of an applicant screening or report to prospective tenants.

Upon request Mountain View Mobile Estates will provide prospective tenants with a receipt for any applicant screening charge.

Applicant or tenant acknowledges receipt of this Screening Criteria by signing a separate receipt.

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GENERAL INFORMATION FORM

Tenant(s) Name(s): _____ Move-In Date: _____

Space Number: _____ Address: _____

Name(s)/Relationship(s) of other persons now living or who will be living with you:

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Home Phone: _____ Business Phone: _____

Email Address: _____

In the event of an emergency, including the tenant's death, please notify:

Name: _____ Relationship: _____

Address: _____ Phone: _____

Description of vehicle(s):

Year: _____ Make: _____ Model: _____ Color: _____ License Number: _____

Year: _____ Make: _____ Model: _____ Color: _____ License Number: _____

Year: _____ Make: _____ Model: _____ Color: _____ License Number: _____

Make of Home: _____ Home Manufacturer: _____

Size of Home: _____ Year of Home: _____ Serial Number of Home: _____

Name of Lender: _____

Address of Lender: _____ Phone: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord: _____ Date: _____

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STATEMENT OF POLICY

1. **Location and Size of Space.** Lot Number: _____ Approximate Dimensions in feet: _____ Approximate Area in square feet: _____
2. **Facility Classification.** The Federal Fair Housing age classification of this park is “Family Park” allowing residents of all ages. We do apply occupancy limits as follows: Two persons per bedroom, plus one additional person per home. We cannot promise to keep this age classification forever. It could change without your consent.
3. **Current Zoning.** The current zoning affecting the use of the rented space is Type II - Permitted Use. Permitted uses include apartment buildings, condominiums, and mobile home parks. The zoning authority for this park is **Washington County Department of Land Use and Transportation, 155 North First Avenue, Suite 350, Hillsboro, Oregon 97124** and King City, 15300 SW 116th Ave, King City, Oregon 97224. There are no pending zoning action which could impact the park’s zoning of which owner is aware.
4. **Rent Adjustment Policy.** Under current state law, the landlord may increase your rent with 90 days’ notice. State law does not limit the amount or the frequency of rent increases. Your rental agreement may give you more protection than state law. **Our policy is to give you no less than 90 days’ notice of a rent increase. RENT INCREASES SHALL BE DETERMINED BY LANDLORD BY REFERENCE TO INCREASED COSTS, PREVAILING MARKET RENTS, PREVAILING ECONOMIC CONDITIONS AND REPAIR OR IMPROVEMENT COSTS.**
5. **Space Rental Amount.** The tenant will be responsible for payment of rent, utilities, special use fees, pass-through charges, user fees and other financial obligations. The base rent for your space is \$_____ per month. Special use fees include a late rent charge of \$75.00, a returned check charge of \$75.00, and a guest fee (beginning after 30 days) charge of \$2.00 per day. Parking permits for residents are \$50.00 per month, for each permit. These fees are subject to change at the Landlord’s discretion.
6. **Rent History.** The rent amount for your space on January 1st of each of the preceding 5 years was:

January 1, _____ : \$ _____
January 1, _____ : \$ _____
January 1, _____ : \$ _____
January 1, _____ : \$ _____
January 1, _____ : \$ _____
7. **Pass-Through Charges.** The tenant will be responsible for payment of any landlord mandated pass-through charges which are the tenant’s proportionate share of the direct costs and impact or hookup fees for any government 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 tenant on a pro-rated basis. The pro-rated share will be determined by dividing the number of mobile home spaces leased by a tenant by the total number of leased mobile home spaces in the park. We will give ninety (90) days’ notice of an increase for this reason, but we do not have to wait for your anniversary date to do this.
8. **User Fees.** The tenant is responsible for the payment of user fees if tenant agrees to the provision of services for such fees by the landlord. “User fees” are defined as those amounts’ charged in addition to the space rental amount for non-essential optional services provided by or through landlord to tenant under a separate written agreement between tenant 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 tenant ninety (90) days prior to the increase. The current user fee in the park is a \$50.00 per month fee for extra parking (per vehicle, anything over two vehicles). Must have a permit from the park and permit must be displayed on the car.
9. **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 streets and street lights, and common areas for the use of residents in accordance

with park rules. Some things you should know we do not provide: security gates, service or patrol, emergency first aid, emergency utilities, or Tri-Met bus stop. We must ask you to be responsible for the security of your home and possessions, and report any security problems to police and management. (When calling police or Fire Bureau, give your space number). Our policy on landscape and home maintenance is: You maintain your space; we maintain common areas. Please read your rules and regulations. In general, and except as expressly provided to the contrary in the Rental Agreement or Rules, each tenant is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

10. **Utilities and Services and Payment Responsibility.** We must 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; other utilities in the future may be passed on or through to tenants as determined solely by the landlord.

Utility/Service Provider	Tenant Pays Provider Directly	Tenant Pays Landlord	Name of Provider	Who Contacts Provider	Notice Needed
Sewer	No	Yes	Clean Water Services	Landlord	1 day
Garbage	Yes	No	Pride Disposal	Tenant	3-5 days
Water	No	Yes	City of Tigard	Landlord	3-5 days
Electricity	Yes	No	PGE	Tenant	3-5 days
Natural Gas	Yes	No	NW Natural	Tenant	3-5 days
Phone	Yes	No	Frontier	Tenant	3-5 days
Cable TV	Yes	No	Comcast	Tenant	3-5 days
Garbage Cans	Yes	No	Tenant	Tenant	N/A

11. **Refundable Deposits, Nonrefundable Fees, and Installation Charges Imposed by Landlord or Government.** All costs of moving a home into (and out of) the park and any damage to the park resulting from this process are tenant/resident's sole responsibility. Your costs to get into the park are shown below. In addition, at the time of move in you must pay first and last month's rent. The following nonrefundable fees and installation charges imposed by Landlord is an Application Fee of \$75.00 per all adults over the age of 18 and per Rules and Regulations there is a \$25.00 Mailbox Key Deposit.
12. **Rental Agreement Termination Policy.** Under current State law, your tenancy may terminate for cause as specified by law, which includes among other causes the failure to pay rent and violation of park rules or your rental agreement. It may also terminate upon closure of the park or upon expiration of your rental agreement term.
13. **Term of the Tenancy Offered:** The tenancy offered is month to month and may terminate for cause or closure of the park. Since your tenancy goes on forever, we must reserve the right to change certain policies, including our Fair Housing Age Classification, Rent Policy, Closure and Sale Policy and other policies discussed in this document where we reserve the right to make changes. Following is summary of the park policy on conditions, if any, which may require your home to be removed from the park. You may replace it with another home during the term of your tenancy. For details see "Park Rules and Regulations". When a home reaches seventeen (17) years of age, the Resident must provide the Park Manager with certificates from the appropriate municipal agency having jurisdiction over the Park in such matters, or from an independent certified, licensed inspector indicating that the home's mechanical, electrical, and structural systems (including, but not limited to, heating, ventilation, cooling plumbing, and fire safety) have been inspected and are certified habitable. In addition, all homes in Mountain View Estates are to provide management with a certification every year that all service connections to the park from the house are in good working condition, with no leaks, cracks, or defects. If such a defect is found, then the cost of repair will be the responsibility of the tenant. Management reserves the right to supervise all repairs, and repairs must be done by a licensed and bonded contractor no later than 30 days after the defect, if any, has been found.
14. **Park Closure Policy.** Under current state law, all or part of the park may be closed with 365 days' notice and the Landlord has no further obligation to tenants. The park may be closed with notice of 180 to 364 days if the Landlord finds you another space and pays your moving expenses. IF WE SHOULD DECIDE IN THE FUTURE TO CLOSE ALL OR PART OF THE PARK, WE WILL GIVE YOU NOTICE AS IS REQUIRED BY LAW.
15. **Policy Regarding Sale of the Park.** Under current State law, the owner may sell the park to anyone and you have no special priority ("right of first refusal") to buy it. A buyer may raise the rent with ninety (90) days' notice unless your Rental Agreement provides otherwise. The owner may be obliged to notify a tenant association of a possible sale and to negotiate with a tenant
- Statement of Policy

association.

16. **Park Policy:** We have no definite present plans for sale of the park 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 park, we can offer no protection against rent increases and must reserve the right for the buyer to raise rents as provided in the Rental Agreement.
17. **Dispute Resolution Policy.** To encourage park residents and the owner/manager to settle disputes, it is our policy of this park that each issue with merit shall be given a fair hearing within thirty (30) days of receipt of a formal complaint. Park management will meet and confer with the complainant and attempt to resolve the problem. We must respectfully decline to mediate or arbitrate disputes relating to: (a) Park closure, (b) Park sale, or (c) rent including the amount of rent, rent increases, and non-payment of rent or any and all park fees.
18. **The Following Attachments are Exhibits to This Document.** Park Layout (Site Plan) – “Exhibit A”; Rental Agreement - “Exhibit B”; Rules and Regulation – “Exhibit C”; and Landlord’s Site Improvement Disclosure – “Exhibit D”.
19. **Home Removal Policy.** Under some circumstances, when your tenancy ends or is terminated, you may be required to remove your home from the park. You are advised that removing your home may impact its market value. If your home is in such condition that it must be moved, any and all costs of the move are solely the tenant/homeowner’s responsibility.
20. **Tenants’ Association.** A tenants’ association does not exist in the park. If a tenants’ association has been formed, you may be provided with a one-page summary about the association’s activities, as provided by the association.
21. **Other Important Information.** This Statement of Policy contains in summary form, the Landlord’s representations of the 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. 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 tenants, (b) for all tenants to exercise the rights reserved herein, and (c) to comply with changes in Federal, State and Local law. If you are a prospective new tenant or an existing tenant 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 tenant in this park not being offered a new Rental Agreement, then the following applies:
 - a) This Statement of Policy contains a summary of parts of your present Rental Agreement.
 - b) 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.
 - c) The 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.

Applicant or tenant acknowledges receipt of this Statement of Policy and Exhibits by signing a separate receipt.

9. **Required Tenant Improvements.** Within ninety (90) days of move-in, Tenant must install the following: gutters and downspouts connected by three-inch (3") ridged or corrugated pipe or ABS sch. 40 pipe to curb; wood skirting; wood carport; front and back steps; front and back decks to match home; and landscaping pursuant to the attached landscaping criteria. (See "Landlord's Site Improvement Disclosure Statement," which contains any additional improvements, and which is incorporated by this reference.) All installation shall be performed by a licensed contractor, pursuant to all applicable permits, and in a workmanlike manner. Delays due to unusual weather and environmental factors will be allowed upon written application by Tenant prior to the end of the ninety-day (90-day) installation period. Failure of Tenant to complete the required installations shall constitute material noncompliance with this Agreement and grounds for termination. If Tenant fails to install or maintain the required landscaping, Landlord shall have the option, without waiving its termination rights, to enter upon the rental premises, after notice as required by law, and install or maintain the required landscaping, and charge Tenant for the costs thereof. Tenant recognizes that Landlord is not a party to, and is not responsible for, Tenant's contract with Tenant's contractor to install the required improvements. Landlord has not chosen or recommended Tenant's contractor, and has made no representations regarding Tenant's contractor or any completion dates promised by Tenant's contractor or Tenant's dealer. Delays, improper work, or any other disputes between Tenant and its contractor shall not relieve Tenant of its obligation to pay rent or perform all other obligations contained in this Agreement.
10. **Disposition of Permanent Improvements at Termination of Tenancy.** Upon termination of the tenancy, all permanent Tenant improvements to the space shall, at the sole option of Landlord, become the property of Landlord. If Landlord elects to have the improvements remain, Tenant shall not remove any of the permanent improvements. If Landlord elects not to retain all of the improvements, those that Landlord does not retain shall be removed by Tenant at Tenant's expense at the termination of the tenancy.
11. **Certifications of Condition.** When the Tenant's manufactured home reaches fifteen (15) years of age, Tenant must provide the Landlord with certificates from the appropriate municipal agency having jurisdiction over the park in such matters, or from an independent certified, licensed inspector indicating that the home's mechanical, electrical and structural systems (including, but not limited to, heating, ventilation, cooling, plumbing and fire safety) have been inspected and are certified habitable. In addition, Tenant will provide to the Landlord a certification every year that all service connections to the park from the house are in good working condition, with no leaks, cracks or defects. If such a defect is found, then the cost of repair will be the responsibility of Tenant. Landlord reserves the right to supervise any and all repairs, and repairs must be performed by a licensed and bonded contractor, with all required permits, and no later than thirty (30) days after the defect, if any, has been found.
12. **Pet Policy.** Pets are only allowed with the prior written consent of Landlord, and only upon Tenant signing a Pet Agreement. In no event will pets be allowed that might constitute a danger to persons or property, or pets over twenty-five (25) pounds at maturity.
13. **Federal Fair Housing Classification.** Mountain View Mobile Estates is a family park allowing residents of all ages.
14. **Sale of Manufactured Home.** Tenant may not sell its manufactured dwelling to a person who intends to leave it on the rental space until Landlord has accepted the prospective buyer as a tenant. Such prospective buyer must make application to the Landlord using the Landlord's then current application, and paying the then current screening fee. The applicant will be screened using the Landlord's then current screening criteria, which will include checking employment and financial information, credit references, pets, character references, prior landlord references, and criminal records of the applicant. The application must be received in sufficient time prior to the sale as to allow Landlord to complete its screening. The prospective buyer may not occupy the dwelling until approved by Landlord and has signed a Space Rental Agreement.
15. **Rules and Regulations.** The attached Rules and Regulations apply to your tenancy. They are designed to promote the convenience, safety and welfare of all tenants. Failure of Tenant, any member of Tenant's household, or Tenant's guests to abide by any of the Rules and Regulations shall constitute a material noncompliance with this Agreement. Landlord may change any of the Rules and Regulations with sixty (60) days' notice to the Tenant unless ninety five percent (95%) of the tenants file an objection in writing within thirty (30) days of notice of the proposed change.
16. **Notices.** All notices required under this Agreement or state law to be in writing shall be served personally, by first class mail, or by first class mail and attachment. A notice from the Landlord to the Tenant shall be deemed served on the day it is both mailed by first class mail to the Tenant at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Tenant has possession. A notice from the Tenant to the Landlord shall be deemed served on the day it is both mailed by first class mail to the Landlord at the address set forth in paragraph 3 of this Agreement and attached in a secure manner to the main entrance of the park office.
17. **Management and Authorized Agent.** The name of the Landlord is DLJ Properties, LLC dba Mountain View Mobile Estates. The names of Landlord's authorized agents are Steve Reed, Luchana Dudley, Derek L. Brown, Leonard L. Brown and Jacquelyn A. Brown.
18. **Tenant Agreements.** Tenant agrees with Landlord:
- 18.1 To pay said rent as hereinabove provided and, in addition thereto, pay for all outside services provided for the space rented to Tenant which the Landlord has not agreed to pay in this Agreement such as electricity and telephone.
- 18.2 Not to assign this Agreement, not to assign or sublet the space rented hereunder or any part thereof, not to permit any other

person or persons to occupy the same without the prior written consent of Landlord.

18.3 To comply with the Rules and Regulations of this manufactured home park, a copy of which is attached hereto and made a part hereof, as well as all additional or further rules and regulations which may from time to time be lawfully adopted by the Landlord. Violation of any of said rules and regulations may be cause for eviction.

18.4 To pay all damages caused by negligence of the Tenant, members of its household, its agents, guests or visitors.

19. **Mutual Agreement.** In consideration of the premises, it is further agreed between Landlord and Tenant as follows:

19.1 In any action on this Agreement and upon appeal to higher courts, reasonable attorney fees may be awarded to the prevailing party, together with costs and necessary disbursements. The Landlord shall be entitled to reasonable attorney fees and legal expenses incurred by it in selling or otherwise disposing of personal property abandoned by Tenant.

19.2 Tenant shall pay, upon demand, all costs and expenses incurred by Landlord in moving or storing a manufactured home, including reasonable storage costs, plus collection costs incurred by Landlord to obtain possession of a space.

19.3 If a manufactured home or other personal property is abandoned by Tenant, Landlord may sell the manufactured home or other personal property as permitted by Oregon law.

19.4 Landlord will not be responsible or liable for loss or damages to property belonging to Tenant, located in the park or on the premises rented hereunder unless caused by Landlord's negligence or willful misconduct.

20. **No Subletting.** No interest in this Agreement may be assigned or sublet without the prior written consent of Landlord.

21. **Joint Responsibility.** All persons named as Tenant shall be jointly and severally responsible for payment and performance of all obligations under this Agreement and any damage caused to the rental premises or the park by Tenant, any tenant or occupant of the same unit or their guests. Costs of repairs for damage must be paid within thirty (30) days after receiving a bill unless other arrangements have been made in writing with Landlord.

22. **Application of Payments.** All payments made by Tenant to Landlord after the tenancy commences, no matter how designated by Tenant, may be applied by Landlord as follows: first to any outstanding amounts due Landlord for damages/repairs, utilities, deposits, fees (other than late fees), etc.; second, to any rent outstanding from prior months; third, to the current month's rent; and last, to outstanding late charges.

23. **Control of Common Areas.** Landlord and any person designated by Landlord retains control over any common areas of the park for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205(5).

24. **Requests for Reasonable Accommodation.** All requests for an accommodation to Tenant by Landlord, as required under the Federal or State Fair Housing Acts, must be made in writing to Landlord, specifying the nature of the requested accommodation.

25. **Termination for False Information.** If any information supplied in conjunction with application for this rental premises is later found to be false, this is grounds for termination of this Agreement.

26. **Waiver of Subrogation.** Tenant, on behalf of itself and Tenant's insurers, hereby waives any right of subrogation against Landlord or its agents or employees with respect to any loss relating to Tenant's property that is covered by Tenant's insurance.

27. **Complete Agreement.** This Space Rental Agreement and the Rules and Regulations for the park, contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein.

By executing this Agreement, Tenant acknowledges that is has received a copy of this Agreement, a copy of the Community Rules and Regulations for living in the park, and a copy of the Statement of Policy, and that is has read them and understands them to the best of its ability and is willing to abide by the rules and regulations and this Agreement.

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Landlord: _____

Date: _____

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RENT COLLECTION POLICY

This document sets forth the policy statement with regard to rent collections at Mountain View Mobile Estates. There are several factors that influence our policy. Mountain View Mobile Estates has creditors too. If we are late in making our payments, sizable penalties are assessed. We believe that those Tenants who cause us to make late payments, due to their late space rent payments, ought to share in the penalty.

The Landlord/Tenant Law specifies that rents are due on the first day of the month. Our experience has shown that the later the rent payment is promised, the greater is the chance that it will not be made. There are some very sizable costs involved in collecting delinquent rents. It is only fair that those costs be paid by those who cause the expense. Most of the collection policy will have little bearing on those who are in the habit of making prompt, timely payments. We trust that Tenants can appreciate our reasons for this policy.

Due Date	Rent payments are due on the first day of the month.
How and Where	For security reasons, regular rent payments are to be made payable to Mountain View Mobile Estates by check or money order. Payment is to be made to the Landlord at Space #78.
Late Charge	A late charge of \$75.00 will be incurred if rent is paid after the fifth day of the month.
Returned Checks	Any account having a returned check will be assessed a \$75.00 handling charge, plus the appropriate late fee.
Eviction	Any account seven (7) days past due will receive a seventy-two-hour (72-hour) notice to vacate the space. This notice will be in effect unless the complete rent is received by the time stated on the notice. Should Tenant not comply with the notice to pay or vacate the space, court eviction proceedings are then begun. In such proceedings, Tenant may become liable for court costs and attorney fees.
Errors	If you receive a past due notice and feel there is an error, please contact the Landlord to discuss the matter.
Partial Payments	Partial rent payment will not be accepted unless prior written approval has been granted by Landlord.
Allocation of Payment	All payments made by Tenant to Landlord after the tenancy commences, no matter how designated by Tenant, may be applied by Landlord as follows: first to any outstanding amounts due Landlord for damages/repairs, utilities, deposits, fees (other than late fees), etc.; second, to any rent outstanding from prior months; third, to the current month's rent; and last, to outstanding late charges.
Security Deposits	Security deposits, where taken, may not be used as part of the last month's rent. They will be refunded to Tenant after the move-out, less deductions for balances owing, damages or unusual wear and tear. First months rent is not a security deposit.
Notice to Move	Leaving without full legal notice means that Tenant is liable for rent for the minimum legal term from the date move-out was discovered, or until the space is re-rented. A written move-out is required in all circumstances, including lease tenancies. Refer to the Space Rental Agreement to determine legal notice period.
Collection Agencies	All accounts with outstanding balances at the time of move-out will be billed. If Tenant does not contact Landlord to pay or make arrangements to pay within fifteen (15) days of date of billing, the account will be sent to a collection agency and its attorneys for collection.

Applicant or tenant acknowledges receipt of this Rent Collection Policy by signing a separate receipt.

Mountain View Mobile Estates
A 156-Space Manufactured Housing Community
13620 SW Beef Bend Road #78 King City OR 97224
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COMMUNITY RULES AND REGULATIONS

The management of Mountain View Mobile Estates extends to you its warmest welcome to one of the finest communities in the Portland Metropolitan Area.

Here at Mountain View Mobile Estates you will find many comforts and conveniences that were built to serve you and to make a living in your manufactured home a most pleasant and happy experience. We hope your stay here will be long and enjoyable.

The following rules and regulations have been carefully prepared to protect and promote the convenience, safety, welfare, and enjoyment of the residents of the community, to protect the owner's property from abusive use, and to make a fair distribution of services and facilities generally available to the residents. It is anticipated that these rules will create a community and environment in which we can all take pride. **Mountain View Mobile Estates will supplement and change these rules from time to time.**

These rules apply to all manufactured homes in the community and are expressly made a part of the rental agreement between the resident and Mountain View Mobile Estates. Residents are both tenants as well as home owners. These rules must be adhered to by all residents.

Equipment and apparatus furnished on these grounds are solely for the convenience of the residents and all the persons using same, do so at their own risk. The management will not be responsible for accidents, injuries, or loss of property by fire, theft, wind, floods, or any act which is beyond management's control.

It is the intention of the Management and Owners of the Park Community to use reason and fairness when applying these Rules and Regulations. It is not our intention to overly restrict residents or make residents apprehensive with regard to the new rules and regulations, but rather to ensure that your rights and those of your neighbors are protected.

Our commitment to the Park community will be an ongoing one as we continue to maintain and upgrade the facilities of the Park community to ensure that in the years ahead, this Park community will remain one of the finest mobile home parks available.

The term "Resident" shall mean any person or persons with whom Management has executed a Mobile Home Site **Rental Agreement** or **Lease** and any additional resident named on the Rental Agreement or Lease. All rules and regulations intended for residents shall also apply to their guests where applicable.

The terms "Management" or "Owner" shall include the owners of the Mobile Home Park Community and its employees, agents, and/or managers. The term "Park", "Community", and "Mountain View Mobile Estates", shall mean the physical or financial entity of the mobile home park.

Mountain View Mobile Estates has the sole responsibility of selection of residents. Acceptance into our community is based on information supplied on the application and condition of your mobile home. Any changes in the information furnished, such as subsequent acquisition of pets, additional family members, guests, etc., must be approved by Mountain View Mobile Estates, as provided in these rules.

SECTION 1 - GENERAL

1.1 Registration. The state requires all Residents to register at the Park business office. All Residents must complete a Park application for approval of residency, and upon approval, a Rental Agreement must be signed prior to residing in the Park. You will be asked to sign an acknowledgment of that you have received a copy of the Rules and Regulations and have read them. All Residents are requested to fill out a general information form to be used in the event of an emergency and/or to conform with requirements set by the U.S. Department of Housing and Urban Development (HUD). Please notify the Park Office if you will be away for more than 72 hours. This is a security measure. The office will be open as posted on or near the office door. In case of an emergency only after normal business hours please call Leonard Brown at: (503) 638-7139.

1.2 Rents. Site rent is due and payable in advance, on the first day of the month. Rent becomes delinquent if not paid on or before the fifth (5th) day of the month. The amount of the charge for delinquent rent is provided in the rental agreement. Rental checks or money orders should be made payable to Mountain View Mobile Estates. No rent refunds or proration will be made for a partial month's occupancy unless the Resident gives Management thirty (30) days' notice of departure.

1.3 Pets. Residents must sign and adhere to the Park's pet agreement. Also see section 8.

1.4 Age Limitations. This Park is a family community. There are no age restrictions for residency in the Park. All Residents shall respect the peace and enjoyment of others in the community.

SECTION 2 - MOBILE HOME SET-UP AND SITING

2.1 Homeowner must give Mountain View Mobile Estates 72 hours' notice before bringing its mobile home into community for set-up. On arrival, Mountain View Mobile Estates will instruct Homeowner and Homeowner's driver on where to park the mobile home pending set-up.

2.2 On arrival at Community for set-up, Homeowner will register with Mountain View Mobile Estates the license number of the mobile home (if required to be licensed).

2.3 All aspects of the mobile home set-up, including electrical, telephone, sewer, water, and cable television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, are the responsibility of Homeowner.

2.4 As a part of hooking-up to Community's water system, Homeowner must install a back-flow device at its expense.

2.5 Homeowner is responsible for any damage caused to its lot, other lots, streets, or any other portion of Community during the siting of their mobile home, and shall reimburse Mountain View Mobile Estates or other Homeowners, as appropriate, for any loss suffered.

2.6 Mountain View Mobile Estates is not responsible for top soil, final grading, gravel or relocation of any utilities.

2.7 Homeowner is responsible for connecting its mobile home to the sewer line with rigid pipe. The mobile home must be placed on the lot so as to cover or enclose sewer and water connections, as required by law.

2.8 Homeowner must remove any towing hitch immediately after the mobile home is placed on the lot.

2.9 Temporary steps must be removed within thirty (30) days of set-up.

2.10 Homeowner will not be entitled to move into their mobile home until siting and set-up have been approved by Mountain View Mobile Estates and Washington County Government Agencies.

SECTION 3 - STANDARDS FOR MOBILE HOMES, APPURTENANCES, AND ACCESSORY STRUCTURES

3.1 Mobile homes must be approved by Mountain View Mobile Estates prior to move-in. A mobile home will not normally be accepted if it is more than five years old as of the date of move-in.

3.2 Mobile homes must be a minimum of 24 feet in width.

3.3 Homeowner is responsible for installing or constructing the following within thirty (30) days of set-up of its mobile home. Matching wood skirting shall be installed completely around the home. If the home is to be an in-ground set, then the house must be skirted with pressure treated wood painted gray. Skirting must be installed around any and all decking with all hitches concealed, with access available to utilities and gas shut off valve. Awnings for the carport must be a minimum size of 12' x 40'. Front and back steps must be constructed to the satisfaction of the Manager and "dealer steps" cannot be used over 90 days, in accordance with Oregon State Law. Any other patios or porches must be approved by the Management.

3.4 In addition, all mobile homes must meet H.U.D. requirements of 1988 and have wood siding. composition roof (shake or tile). gutters and down spouts piped to curb drain. all electric with 200-amp service pedestals. detachable hitches, minimum of two outside faucets, all houses must be a double or triple wide, all units must have manufactured wood skirting and all homes must be custom set to get the best aesthetic look for each lot, and all mobile homes are required to have wood carport awnings with a built in storage shed that matches the Tenant's Home.

3.5 All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above ground plumbing must be connected to an underground shut-off gate valve which is accessible. Each manufactured home must have “no freeze” insulation on the water line.

3.6 Homeowner will receive a SPACE LANDSCAPING WORKSHEET upon applying to lease a lot in community. The worksheet outlines a general landscaping plan for Homeowner to use as a model for preparing its own landscaping plan for its lot. Homeowner is also responsible for making sure that their landscape plan is in compliance with Washington County Regulations.

3.7 A summary of all required improvements can be found on the Park’s “Landlord’s Site Improvement Disclosure Statement,” which is provided to each new tenant.

SECTION 4 - MOBILE HOME AND LOT MAINTENANCE

4.1 Homeowner is responsible for maintaining and keeping clean the exterior of the mobile home as well as the lot and all appurtenant structures, such as gutters and down spouts, hose bibs and pipes, decks, steps, storage buildings, carports, or garages, driveways, and fences. All wooden appurtenant structures shall be painted or stained as necessary to prevent their visual and physical deterioration.

4.2 Homeowner is responsible for maintaining all landscaping on the lot, including lawn, flowers, and shrubbery. Lawns must be mowed on a weekly basis during the growing season, edged, kept free of weeds and watered as necessary.

4.3 Absence of Homeowner from community for an extended period will not relieve Homeowner of maintenance responsibility and it should make arrangements for the care and maintenance of its lot during any absence. Failure to do so will result in maintenance being done by Mountain View Mobile Estates and the Homeowner being charged.

4.4 Fences are permitted, but must be no higher than 6 feet and must be constructed of cyclone fence or cedar; all posts for fencing must be dug and cemented in the ground.

4.5 If Homeowner constructs a rear yard fence, as outlined in section 4.4, Homeowner will be responsible for a twelve-inch mowing strip along the outside of the fence, whether or not that strip is Homeowner’s lot or Community property. Strip must also be maintained by the Homeowner.

4.6 Homeowner shall respect Community common areas, and must not litter or leave property in those areas or on other lots. Children’s toys should not be left in the streets. Homeowner must see that any of its guests will act similarly.

4.7 Garbage cans, firewood, gardening tools, equipment, motorcycles, and the like must be stored in Homeowner’s storage shed, out of sight, or behind the mobile home, visually screened from the streets. All garbage cans must have tight lids at all times.

4.8 Only furniture items commonly accepted as outdoor or patio furniture may be left outside on patio areas. These areas on the site are not to be used for miscellaneous storage.

4.9 Neither clotheslines or clothesline poles are allowed. Articles of clothing, linens, rugs, and the like must not be draped over deck or porch railings or left outside the mobile home.

SECTION 5 - RESIDENTS AND GUESTS

5.1 The monthly rental rate agreed on in the site rental agreement is based on the occupancy of the mobile home by the persons identified in the agreement. Any additional residents must be approved by Mountain View Mobile Estates prior to move-in, and an additional monthly amount paid as rent.

5.2 The total number of permanent residents in any mobile home shall not be greater than two persons per bedroom, plus one additional person.

5.3 Homeowner is responsible for the actions of other occupants of their mobile home, their guests, licensees, and invitees, and any resultant monetary physical damage shall be paid by the Homeowner.

5.4 No commercial trade or business may be conducted out of Homeowner’s mobile home or on their lot in Community, unless otherwise consented to by management.

5.5 No one will carry on any noxious or offensive activity which Mountain View Mobile Estates believes, is or may become, an annoyance or nuisance to community.

5.6 Guests of Homeowner who are guests in Community for more than thirty (30) days in any year (whether consecutively or
Rules and Regulations

cumulatively) may be considered residents of the Mobile Home in which they are staying, and, thus, these rules and regulations which apply to residents shall apply to them.

5.7 Guests of Homeowner who qualify under section 5.5 above must be identified to Mountain View Mobile Estates within three days following the thirty (30) day guest residency period. Also, within that three (3) day period, the guest will be required to complete an application for residence similar to that completed by Homeowner when applying for a site rental agreement with Mountain View Mobile Estates. Mountain View Mobile Estates will act on any such application within ten (10) days of the thirty (30) day guest residency period. If the guest is not approved as a resident, he or she must promptly leave the community.

5.8 Homeowner shall respect the peace of Community and see that their guests do the same. Neither Homeowner nor their guest shall cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, chain saws, motorcycles, or the like.

SECTION 6 - COMMON AREAS

6.1 Mountain View Mobile Estates will maintain those areas of community which Homeowner is not responsible for maintaining pursuant to the site rental agreement or the rules and regulations (referred to herein as "common areas"). Homeowner's use of the common areas, and use by other occupants of Homeowner's mobile home and Homeowner's guests, licensees, and invitees, is at the risk of the user, and Mountain View Mobile Estates is not responsible for injuries or damages associated with the use of common areas or the personal property connected with them.

6.2 Homeowner, occupants of their mobile home, and their guests, licensee, and invitees, may use Community common areas only for the purposes for which they were intended.

SECTION 7 - UTILITIES

7.1 Park services such as cable television, electric, gas, sewer, and water are run to the space and are serviced by the Park or utility company. From the space to and throughout the home is the Resident's responsibility. Do not tamper with the Park utility connections. All connections from resident's space to the Park connections must be made by a licensed contractor and must meet all applicable City, County and State Codes. All residents are required to install safety shut-off valves on their hot water heaters. In the event of emergency water shut-offs, the park will not be responsible for damages to resident's home, including the water heater. The park shall make every effort to supply ample and sufficient utilities, but failure to do so shall not be a reason for non-payment of rent. Further, Mountain View Mobile Estates shall in no way be responsible for any loss suffered by the resident from such disconnection.

7.2 Water furnished by the Park Community must not be permitted to run to waste. Leaks in private pipes must be repaired by resident as soon as detected. The Homeowner is responsible for all water lost for all causes.

7.3 If water misuse by a resident continues after one (1) warning, management reserves the right to bill the resident an extra amount over and above normal site rent to compensate the Park for wasted water. The extra amount, as determined by management, will be due upon demand. Examples of water waste include but are not limited to the following: letting water run all night during watering, letting water run in the street, not repairing leaks in plumbing within 72 hours of discovering the problem.

SECTION 8 - PETS

8.1 Only those pets approved by Mountain View Mobile Estates, will be allowed to be kept by homeowner. Normally, only a single dog or cat under twenty-five (25) pounds is permitted. Visually handicapped Homeowners are allowed to keep a guide animal as required by law. All pets must be domestic in classification. Pets are limited to two per household unless otherwise approved by management.

8.2 Permission to keep any pet may be revoked by Mountain View Mobile Estates if at any time managements determines that Homeowner is not properly caring for the animal, the animal is noisy, unmanageable or unruly, other Homeowners in community are complaining about the animal, or the animal is not consistently kept inside their owner's mobile home.

8.3 No outside dog runs, dog houses, or pets living outside a mobile home are allowed. Pets must not be allowed to roam unattended on Homeowner's lot, community streets or common areas, or other Homeowner's lots. All pets shall be attended and, on a leash, when not inside the Homeowner's mobile home.

8.4 Excreta (pet droppings) on Homeowner's lot and elsewhere in community must be cleaned up immediately by pet owners.

8.5 All pets must be registered with the management in the office.

8.6 Pets must be kept on resident's site and are not allowed to run free. All pets require a collar with the owner's name and phone
Rules and Regulations

number.

8.7 Guests are not allowed to bring their pets into Mountain View Mobile Estates.

8.8 Homeowners shall also sign and abide by the terms of a separate Pet Agreement provided by Mountain View Mobile Estates.

SECTION 9 - VEHICLES

9.1 Guest Parking. Each lot is provided with off-street parking for two vehicles **ONLY**.

9.2 Homeowner Parking. Homeowner is permitted to have no more than two vehicles, which when not in use must be parked in the Homeowner's driveway and under their carport.

9.3 Homeowner may request approval from Mountain View Mobile Estates to keep more than two vehicles if their driveway can accommodate it. Any approval given will be conditioned on Homeowner providing an additional approved off-street parking space for the additional vehicle at Homeowner's expense. If approval is granted, Homeowner will be charged \$10 per month per vehicle. This charge will be adjusted to the same extent monthly rent is adjusted according to the policies set by management. The amount may change at anytime.

9.4 Homeowners parking their vehicles on the street including overnight must have a parking permit for each vehicle. Parking permits are \$50 per month to be paid with the tenant's space rent. For the permit to be effective it must be posted easily visible in the vehicle, ie: on the visor or rearview mirror, etc. Failure to have a permit visibly posted or not have a permit at all will result in the vehicle(s) being towed with no warning at the homeowner/vehicle owners' sole expense. The park will not be responsible for any damage that results from any towing activities or impound activities that the vehicle(s) may be involved in.

9.5 Mountain View Mobile Estates may require that any vehicle, including vehicles owned by Homeowners, not be allowed to enter or remain in Community, if, in Mountain View Mobile Estates' opinion, the vehicle is not properly maintained, constitutes a hazard to homeowner, is in such a dilapidated condition that it detracts from the appearance of the community, or if it is being stored.

9.6 Homeowner is not allowed to park in Community, or to allow others to park, commercial vehicles or equipment (other than that temporarily present for the purpose of providing some service to Homeowner) or inoperable vehicles.

9.7 In addition to the off-street parking associated with Homeowner's lot, guests may park their cars in other parking areas designed by Mountain View Mobile Estates for that purpose. Homeowner and guests must ensure that guests' cars are parked in a location so as not to block any neighbor's access or restrict traffic flow within Community.

9.8 No overnight parking on the streets by guests or Homeowners is allowed.

9.9 Approval of Mountain View Mobile Estates must be obtained before bringing any truck larger will not normally be allowed in the Community or on a Homeowner's site.

9.10 Vehicles parked in violation of Community rules will be towed away and impounded at Homeowner's expense.

9.11 The speed limit within Community for all vehicles is limited to **ten (10) miles per hour**.

9.12 Motor homes, campers, trailers, boats, and other recreational vehicles are **not** allowed to be stored on Homeowner's lot.

9.13 Recreational vehicles may be left on Homeowner's lot for up to forty-eight (48) hours to accommodate loading or unloading.

9.14 Motorcycles, three-wheelers, all-terrain vehicles or the like, whether or not in use, are not allowed in Community. Any waiver of this rule will be conditioned on Homeowner's registering the vehicle with Mountain View Mobile Estates and on the vehicle's not being noisy.

9.15 Driveways of vacant lots may **not** be used for guest or overflow parking without approval from Mountain View Mobile Estates.

9.16 Loud motor vehicles may not be operated in Community at any time.

9.17 No repair or washing of vehicles, engines, or other similar equipment shall be made within Community. Oil changes or routine vehicle maintenance are not exceptions to this rule.

9.18 Vehicles shall not block a driveway entrance or any Community streets at any time. **No Exceptions.**
Rules and Regulations

SECTION 10 - SUBLETTING

- 10.1** No rental or subletting of a mobile home is permitted. Mobile homes must be owner-occupied.
- 10.2** Any person occupying a mobile home to care for it (i.e., a “house sitter”) during an absence by Homeowner in excess of thirty (30) days must be approved by Mountain View Mobile Estates prior to occupying the mobile home.

SECTION 11 - SALE OF MOBILE HOMES

- 11.1** If Homeowner sells their mobile home and the prospective purchase wishes to lease Homeowner’s site, Homeowner must give Mountain View Mobile Estates notice of the prospective purchaser’s desire at least ten (10) days prior to closing of the mobile home sale. Any such request must be approved by management.
- 11.2** Prospective purchasers of a mobile home must submit an application for residency and be approved by Mountain View Mobile Estates prior to purchasing or occupying any mobile home in the Community. No sale of a mobile home in Community shall obligate Mountain View Mobile Estates to accept a new purchaser unless an application has been received and approved prior to sale. A prospective purchaser fails to make application before the sale closes. In such a case, the seller of the mobile home may be liable to the purchaser for the cost of moving the home from the Community.
- 11.3** “For Sale” signs may be displayed only in a window of the mobile home and must be not more than 24" wide by 18" in height. It must also be approved by Mountain View Mobile Estates. No “For Sale” signs shall be displayed on the site at any time without the approval of management. The sign may not be placed on any other structure that is not part of the home or in any other area of the Community.

SECTION 12 - TERMINATION OF LEASE

- 12.1** Homeowner must give Mountain View Mobile Estates seventy-two (72) hours’ notice before removing their home from their lot and Community.
- 12.2** On termination of the site rental agreement, Homeowner will remove their mobile home and remove any improvements to the lot which Mountain View Mobile Estates requests them to move.
- 12.3** Homeowner is responsible for any damage caused to their lot, the streets, or any portion of Community during the removal of their mobile home and shall reimburse Mountain View Mobile Estates or other Homeowners, as appropriate, for any loss suffered.

SECTION 13 - ENFORCEMENT AND DISPUTE RESOLUTION

- 13.1** These rules and regulations are conditions pursuant to which Homeowners occupy Community. Mountain View Mobile Estates may enforce rules and regulations, which are conditions of occupancy, by terminating the site rental agreement of Homeowner as allowed by law.
- 13.2** Each issue with merit shall be given a fair hearing within thirty (30) days of receipt of a formal, written complaint. Park management will meet and confer with the complaint and attempt to resolve the problem. This procedure shall not apply to: (a) Park closure, (b) Park sale, (c) for-cause evictions, or (d) rent, including the amount of rent increases, and nonpayment of rent or Park fees.

Applicant or tenant acknowledges receipt of these Rules and Regulations by signing a separate receipt.

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PET AGREEMENT

This Agreement is between Mountain View Mobile Estates ("Landlord") and _____ ("Tenant"), for the rental premises located at Space _____, 13620 SW Beef Bend Road, King City, Oregon 97224. Tenant desires to keep a pet or pets in the rental premises. The Space Rental Agreement prohibits the keeping of pets without permission of the Landlord. NOW, THEREFORE, in consideration of the space reserved in the Space Rental Agreement, and on the mutual terms and conditions and covenants of the Space Rental Agreement, Landlord and Tenant agree as follows:

1. Tenant may keep the pet(s) described below, and no others, at its manufactured home space. Any additional pet or any change of pet will require a new Pet Agreement.

Pet Name: _____	Pet Name: _____
Pet Type: _____	Pet Type: _____
Pet Size: _____	Pet Size: _____
Pet Weight: _____	Pet Weight: _____
Pet Color: _____	Pet Color: _____

2. Tenant must provide Landlord proof of **liability insurance in the minimum amount of \$100,000.00 per occurrence** and Tenant shall make landlord a co-insured for the purpose of receiving notice in the case of cancellation of the insurance.

3. In no event will pets be allowed that might constitute a danger to persons or property, or pets over twenty-five (25) pounds at maturity.

4. In order to keep a pet at its residence, Tenant shall completely fence its back-yard area.

5. The pet(s) must be kept inside the manufactured home, including private patio area, except when on a leash no longer than six feet (6') and under the immediate control and presence of a responsible person. The pet(s) must be walked off the property or only in areas specified by the Landlord. If a pet does relieve itself en-route, Tenant must remove and properly dispose of droppings immediately. The pet(s) are not allowed in landscaped areas, or other recreational areas. Tenant's patio must be kept clean and sanitary. The pet(s) may not be tied to the patio, porch area, trees or fixtures and left unattended.

6. If a pet is loose on the premises, Landlord may (1) retrieve and return it to Tenant's manufactured home; or (2) board it at Tenant's expense; or (3) cause appropriate officials to impound it. Tenant will indemnify Landlord for any damages or expense it may incur in carrying out any of the foregoing actions.

7. The pet(s) shall receive all of its shots and shall be licensed as required by law, and Tenant shall provide Landlord with proof of immunization and licensing.

8. If, in Landlord's opinion, a pet disturbs any resident or guest (for example by cats mating or dogs barking at night), or if any part of this Pet Agreement is not adhered to, then upon notice, Tenant will immediately remove the pet from the park. Failure to do so will constitute a material noncompliance with the Space Rental Agreement. Charging or accepting the violation charge will not waive Landlord's right to terminate the Space Rental Agreement for the same violation.

9. In addition to or in lieu of any other remedy, Landlord may also charge Tenant \$50 for each violation of this Pet Agreement.

10. All persons named as Tenant shall be jointly and severally liable for any damages caused by the pet(s), as well as any violation charges incurred under this Agreement. All persons named as Tenant shall jointly and severally defend, indemnify and save Landlord harmless from any claims, actions, liability, costs or attorney fees, arising out of or connected in any way with the pet(s).

11. Failure to comply with the terms of this Pet Agreement shall give Landlord the right to revoke permission to keep the pet(s), in addition to all other remedies.

12. This Pet Agreement is incorporated into and shall become part of the Space Rental Agreement executed by Tenant.

Applicant or tenant acknowledges receipt of this Pet Agreement by signing a separate receipt.

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Landlord's Site Improvement Disclosure Statement

This form must be attached to the rental agreement (under ORS 90.510(4)) given by the manufactured dwelling park landlord to any prospective tenant that rents a space in a manufactured dwelling park.

NOTICE TO TENANT: The tenant has the right to select the provider (contractor) for any or all of the improvements required to be made to the space being rented. The tenant should ensure the contractor is properly licensed with the Construction Contractors Board. The landlord shall not impose any penalty on a prospective tenant related to the selection of any particular provider; however, the landlord may impose reasonable restrictions upon the prospective tenant related to the selection of any particular provider under ORS 90.525.

(A) Dimensions, major materials and finish for improvements (check here ☐ if additional pages attached):

IMPROVEMENT:

DIMENSIONS:

MATERIALS:

FINISH:

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

(B) Installation charges imposed by the landlord (check here ☐ if additional pages attached):

CHARGE:

AMOUNT:

- | | |
|-----------|----------|
| (1) _____ | \$ _____ |
| (2) _____ | \$ _____ |
| (3) _____ | \$ _____ |
| (4) _____ | \$ _____ |
| (5) _____ | \$ _____ |

(C) *Installation fees imposed by governmental agencies (check here ☐ if additional pages attached):

FEE:

AMOUNT:

- | | |
|-----------|----------|
| (1) _____ | \$ _____ |
| (2) _____ | \$ _____ |
| (3) _____ | \$ _____ |

***These items only apply to the fees that are paid to or collected by the landlord; if the landlord does not collect the fees, the landlord must advise the prospective tenant whether such fees must be paid and identify the governmental agency to which the fees are paid.**

(D) **System development charges ("SDC") to be paid by the tenant (check here ☐ if additional pages attached):

<u>SDC:</u> (1) _____ (2) _____ (3) _____	<u>AMOUNT:</u> \$ _____ \$ _____ \$ _____																					
**These items only apply to the charges that are paid to or collected by the landlord; if the landlord does not collect the charges, the landlord must advise the prospective tenant whether the charges must be paid and identify the governmental agency to which the charges are paid.																						
(E) Site preparation requirements and restrictions, including, but not limited to, requirements and restrictions on the use of plants and landscaping (check here ☐ if additional pages attached): (1) _____ (2) _____ (3) _____ (4) _____ (5) _____																						
(F) Improvements owned by tenant / Improvements owned by park (check here ☐ if additional pages attached): <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 50%;">IMPROVEMENT:</th> <th colspan="2" style="text-align: center;">OWNED BY:</th> </tr> <tr> <th></th> <th style="text-align: center;">Tenant</th> <th style="text-align: center;">Park</th> </tr> </thead> <tbody> <tr> <td>(1) _____</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>(2) _____</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>(3) _____</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>(4) _____</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>(5) _____</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> </tbody> </table>		IMPROVEMENT:	OWNED BY:			Tenant	Park	(1) _____	☐	☐	(2) _____	☐	☐	(3) _____	☐	☐	(4) _____	☐	☐	(5) _____	☐	☐
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(4) _____	☐	☐																				
(5) _____	☐	☐																				

I hereby acknowledge that the above represents the complete and full statement of all the improvements required to be made by the tenant under the rental agreement. This Site Improvement Disclosure Statement, together with all other terms and conditions of a rental agreement, is a contract between the manufactured dwelling park landlord and the tenant.

Any oral promise or other agreement that is not set forth in this Site Improvement Disclosure Statement may not be legally enforceable.

Applicant or tenant acknowledges receipt of this Landlord's Site Improvement Disclosure Statement by signing a separate receipt.