

Whaleshead Beach RV Resort is somewhat unique. Like a mobile home park, it has leased spaces where manufactured homes (park models) have been placed. However, unlike many mobile home parks, many of those park models have additions built onto those park models at the site which expand the park model. In addition, some leased spaces have additional structures such as garages or annexes. It can also be difficult to differentiate leased spaces from common areas and to determine the borders of individual leased spaces.

Beyond that, there are also numerous spaces at Whaleshead which are used for long term lease, month-to-month rental or daily use by recreational vehicles (motorhomes, fifth wheels, etc.)

The Space Lease Agreement is intended to apply only to long term leases for park models and their associated structures.

### **Highlights of Revision to Space Lease Agreement**

Overall, we simplified the wording to make it easier for all parties to understand the document and their respective responsibilities. The revision omits some wording which is simply a repeating of existing Oregon law since the leases already states that the parties are subject to all applicable Oregon laws and that the laws are incorporated by reference. In addition, the revision:

- Consistently uses the term "park model recreational vehicle and associated structures" to cover those Lessees who have separate structures such as garages or annexes
- Consistently uses the term "space" rather than premises to distinguish the space leased from the premises of Whaleshead as a whole
- Placed the Lessor's duties in one place
- Retained the wording for 99 year lease but omitted the words 25 year increments because it was confusing - the fixed term is 99 years
- Added wording that required a 90 day written notice of rent increases as required by Oregon law
- Clarified the wording on governmental assessments and taxes
- Separated out wording on utilities
- Omitted wording about removal of improvements (such as decks and porches) since they become part of the park model and are part of any later sale of the unit

- Clarified the wording on exterior color changes to require advance Lessor approval of significant changes since current color may not be "original" color
- Clarified the wording on pets to more simply require that all pet owners must keep their pets under control at all time in the common area and clean up any messes
- Added the wording "per bedroom" regarding two-person occupancy, as allowed by Oregon law
- Clarified the occupancy wording to allow for short-term guests
- Revised the wording about the Rental Program to simply state that participation is not a requirement of the lease, thus eliminating the need to revise the lease any time a Lessee opted in or opted out of the Rental Program and leaving any other wording regarding the rental program to the separate rental program documents
- Clarified the wording regarding assignment and sales and removed wording regarding offer of the park model to the Lessor prior to general sale
- Clarified that the Lessor be carried as an Additional Interest (rather than as an Additional Insured) on Lessee's insurance policies to ensure that Lessor is notified of policy cancellations
- Clarified the wording on acts which result in a breach of the lease and opportunity to correct
- Moved and consolidated sections on Lessor and Lessee responsibilities
- Omits reference to and incorporation of Statement of Policy and Rules and Regulations since they have not yet been fully developed and cannot be attached as it stated
- Moves addresses for both Lessor and Lessee to end of lease document.