

## **WHALESHEAD BEACH RESORT**

### **STATEMENT OF POLICY**

In compliance with the Oregon Revised Statutes, Section 90.510, the following Statement of Policy has been developed by the Lessor, Whaleshead Beach Resort, to provide disclosure of its policies to all existing and prospective Lessees.

#### **1. LOCATION AND SIZE OF SPACE RENTED**

The location of Lessee's space, \_\_\_\_\_, is shown on the attached map.

#### **2. FEDERAL FAIR HOUSING CLASSIFICATION AND ZONING**

Whaleshead Beach Resort is currently designated as a family facility but this designation could change in the future.

Whaleshead Beach Resort is currently zoned as Residential. Permitted uses include mobile/manufactured housing. The zoning authority is Curry County. The Lessor is not aware of any currently pending governmental action which could impact the zoning of the Resort.

#### **3. RENT**

The Lessor may increase the rent for this space as follows: no more than once per 12-month period; only with 90 days advance written notice; and the increase may not exceed 10% of the amount due in the previous 12 months.

Additional charges or fees (such as utility charges) may be passed through directly to the Lessee, as specifically provided for by the terms of the lease. Any such additional charges are not regarded as rent and may be increased without a 90-day advance notice, subject to Oregon law.

In addition, rent shall be considered late if not paid by the fifth day of each month. If rent is deemed late, a late charge of \$1.00 per day, computed to include the first day due and continuing until both rent and late charges are fully paid, will be assessed.

Any dishonored check shall be treated as unpaid rent and shall be subject to the same late charge. An additional special handling fee of \$45.00 will assessed for each dishonored check. Dishonored checks must be made good by cash, postal money order or certified check within 24 hours of notification.

4. **RENT HISTORY**

Oregon law requires that the a rent history be shown for at least the past five preceding years, as of January 1 of each year, or for the length of the present owner's ownership, which is shorter.

Space \_\_\_\_\_

Rent as of January 1, _____	_____
Rent as of January 1, _____	_____
Rent as of January 1, _____	_____
Rent as of January 1, _____	_____
Rent as of January 1, _____	_____

5. **PERSONAL PROPERTY, SERVICES OR FACILITIES PROVIDED BY WHALESHEAD BEACH RESORT**

Beyond the services necessary to maintain and operate Whaleshead Beach Resort, no personal property, services or facilities will be provided to Lessees except as noted below:

- Mailboxes (located within the main office building)
- Garbage containers
- Water lines
- Laundry facilities/Shower facilities
- Basic cable television connections and service, provided such service is available from an outside vendor
- Roads within the Resort

It is important to note that the following items are not provided by Whaleshead Beach Resort:

- Locked gates
- Security guards
- Restricted access to the Resort
- Emergency first aid
- Emergency utilities
- Recreational vehicle parking (beyond what is included within Lessee's space)

6. **INSTALLATION CHARGES**

All costs of moving a home into or out of the Resort, and any damages resulting from this process, are Lessee's sole responsibility. Potential installation charges for moving a home into the Resort are shown below:

Charge imposed by the Resort	\$_____
County Permit Fee	\$_____
Trip Permit Fee (excluding cost of pilot car	\$_____
Plumbing Permit Fee	\$_____
Electrical Permit Fee	\$_____
(depends on who performs the hookup)	
Other Fee	\$_____

7. **LEASE AGREEMENT TERMINATION POLICY**

As provided by Oregon law, and as specified by the terms of the lease, Lessee's tenancy may be terminated by the Lessee with the required notice:

- Without cause; or
- For failure of the Lessor to provide services provided in the lease agreement or to perform terms of the lease agreement.

As provided by Oregon law, and as specified by the terms of the lease, Lessee's tenancy may be terminated by the Lessor with the required notice for:

- Failure of the Lessee to timely pay all rent, valid late charges, utility charges or other valid fees;
- Lessee's intentional violation of city, state or federal laws in or about the Resort;
- Violation of the Leased Space Rules; or
- Lessee's failure to perform terms of the lease agreement.

The lease may also expire, unless otherwise extended or renewed, at the end of the term specified within the lease agreement. The lease may also terminate if the Resort is closed, subject to Oregon law requirements.

## 8. **SALE OF THE RESORT**

As provided by Oregon law, if requested by a lessee association or a facility purchase association to do so, the Lessor is obligated to notify the association of any listing of the Resort for sale or of any written offers of purchase which the Lessor intends to consider. The Lessor would then be required to negotiate in good faith with the association for the sale of the Resort to them. (Tax deferred exchanges are exempt.) There are no current plans to sell the Resort, but this status may change in the future.

## 9. **CLOSURE OF THE RESORT**

In accordance with Oregon law, if the Resort is closed and the land converted to a use other than a manufactured dwelling park, the Lessor may terminate the lease by providing not less than 365 days written notice to the Lessee before the date designated for termination and by paying a specified amount to Lessee based on the size of Lessee's park model dwelling.

Please review Oregon Revised Statutes (ORS), Chapter 90, as well as local city and/or county laws and ordinances for further information regarding Resort closure.

There are no present plans to close all or any portion of the Resort, but this could change in the future.

10. **INFORMAL DISPUTE RESOLUTION**

To encourage the mutual settlement of disputes, it is the policy of the Lessor that issues be given a fair consideration within 30 days of receipt of written notice of a dispute. In the event a dispute cannot be resolved informally, either party shall have the right to have the matter handled through an alternative dispute resolution process.

Arbitration or mediation of disputes concerning the following is not offered:

- Nonpayment of rent or other fees and charges as provided in the lease agreement
- Increases in rent
- Closure or sale of the Resort
- Disputes for which the Resort may terminate tenancy with 24-hour notice under Oregon law, Section ORS 90.400

11. **UTILITIES AND SERVICES**

The lease agreement governs whether the Lessor or the Lessee furnishes and/or pays for specific services. In summary:

Sewer:	Furnished by Lessor	Paid by Lessor
Water:	Furnished by Lessor	Paid by Lessor
Garbage Collection:	Furnished by Lessor	Paid by Lessor
Basic Cable TV:	Furnished by Lessor	Paid by Resort
Electricity:	Furnished by Lessor	Paid by Lessee
Phone:	Furnished by Lessee	Paid by Lessee
Propane	Furnished by Lessee	Paid by Lessee

The Lessor agrees to provide and maintain landscaping, roads and walkways within the Resort and to provide and maintain all common facilities and areas within the Resort, including but not limited to, signage, office, restaurant, parking areas, storage areas, buildings and water and sewer systems.

12. **SECURITY**

The Lessee is responsible for the security of Lessee's home within the Resort. Please report any security problems directly to the police and notify Resort management as well.

13. **LANDSCAPING AND MAINTENANCE**

Lessee is responsible to maintain their assigned space in a clean and sanitary condition at all times. At the termination of the lease, Lessee must surrender the space in the same or better condition as when it was received, excepting ordinary wear and tear.

The Lessor is responsible for maintaining the landscaping. The Lessee may install additional landscaping, at Lessee's expense, subject to the approval of the Lessor. If Lessee installs additional landscaping, Lessee is responsible to maintain that additional landscaping.

Further, Lessee is responsible for maintaining the exterior of their park model recreational vehicle, as well as any associated auxiliary structures or decks, in good condition throughout the term of the lease.

Lessee may not alter or improve their park model recreational vehicle or its associated structures without prior written consent of the Lessor.

14. **LESSEE ASSOCIATION**

At the present time, a lessee association does not yet exist. The Lessee will be notified if one is formed in the future.

15. **RENEWAL/EXTENSION OF LEASES**

The Lessor may choose to either renew the existing lease at the end of the present lease term or may offer a new lease with new terms. Under Oregon law, both the Lessor and the Lessee must comply with mandated dates for offer and response.

Upon expiration of the fixed term of the lease, if the Lessor has presented a renewal or a new lease with new terms but both parties have not reached agreement on the renewal or the new lease, the lease will terminate on the ending date, with no further notice from the Lessor, and Lessee must vacate the space.

If Lessee voluntarily vacates the space, the Lessee has the right to enter into a storage agreement with the Lessor for a period of up to 180 days.

If the Lessor fails to provide either a renewal offer or a new lease with new terms to the Lessee at least 60 days before the ending date of the lease, the lease will automatically be converted into a month-to-month tenancy with the same terms as the prior lease. Please review Oregon law for additional details.

16. **RESORT RULES**

The rules of Whaleshead Beach Resort are contained in the document entitled Leased Space Rules, a copy of which is attached to this Statement of Policy.

Rules and policies regarding pets are contained within the Leased Space Rules document. Rules and policies regarding vehicle maintenance and outside storage are contained within the Leased Space Rules document.

Oregon law permits the rules to be amended by the Lessor from time to time. Unless 51% of the Lessees object in writing within 30 days of receiving notice of a proposed rule change, the change will become effective 60 days after the date the notice of the change was served to the Lessees.

17. **NOTICES**

All notices between the Lessor and the Lessee must be provided either directly in person to the Lessee and to the Lessor's designated representative; or via first class or certified United States Mail.

Additional courtesy copies of any notices may also be provided through email.

Applicant or Lessee acknowledges receipt of this Statement of Policy, dated \_\_\_\_\_, by signing below:

Whaleshead Beach Resort  
Designated Representative:

\_\_\_\_\_

\_\_\_\_\_  
Date

Lessee:

\_\_\_\_\_

\_\_\_\_\_  
Date

Lessee:

\_\_\_\_\_

\_\_\_\_\_  
Date