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December 28, 2023

**Via Certified Mail, RRR, First Class Mail and Email**

Christopher Howard,  
Registered Agent for Whaleshead MHP, LLC  
3950 Homedale Road, Unit A  
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Deanna Strange, Operations Manager  
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Whaleshead MHP, LLC  
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Re: Meeting of December 6, 2023 and Lack of Changes Forthcoming  
4181 Rose Crescent, West Vancouver, British Columbia

Dear Owners:

After the meeting of December 6, 2023, it was indicated that changes were to be made to the rules to comply with the existing 99 year leases, and that the general situation as to the obligation of the owners to maintain equipment and fixtures around the park would be improved and done properly.

To date, no changes have been made to the proposed rules, nor has the owner communicated when the changes would be provided in writing to the tenants. There has been no work done on the property either.

First of all, my review of the records shows that Flintstone is not registered with the state of Oregon and really has no authority to act in connection with the Whaleshead MHP, LLC. In addition, a property manager has not been established under ORS 696.022. That statute requires that the candidate be licensed, attend continuing education classes and pass a test.

Continuing demand is made for the owners to change the posted rules and tenant site lease protection document to reflect that as long as a new tenant qualifies as a tenant the lease can be

assigned by the existing tenant. The tenants all want some assurance of the assumption and transferability of their existing leases by the new owners.

Trash service should be continued as it has in the past for many years under the terms of the lease. The existing service under the 99-year leases, includes trash pickup twice a week on Monday and Friday. It is understood that service to every unit is more expensive than other alternatives, but that is what the lease provided for and by the conduct of the parties over many years, this has been the standard for garbage service in the park. The tenants feel very strongly about this situation and would like assurance that the existing trash service will be maintained. Several residents have communicated that their trash has not been picked up at all for over a week, which is in breach of the lease agreements.

In my previous two letters to the owners of the park, the adequate maintenance and landscaping services were pointed out as being completely ignored by the owners. Nothing of substance has been completed since the new owners took over ownership. All landscaping should be done by the owners and the new rule should point out that fact as set forth in the leases. The landscaping duty includes hauling off and disposal of any clippings, trimmings, weeds, etc. that accumulate as a result of the lessees doing any landscaping via their own efforts and expense.

My client, Theresa Larrabee, has had indications from many tenants that if the matters set forth in this letter are not taken care of by the new owners within a reasonable period of time, i.e. thirty (30) days, the tenants have instructed me to take the necessary steps to have a court in Curry County determine the parties' liabilities and obligations in connection with the existing leases.

Please respond to this letter indicating the steps you are willing to take to satisfy the concerns of the existing tenants. Thank you for your attention to this matter.

Very truly yours,

STARK and HAMMACK, P.C.



Richard A. Stark

RAS/cas  
cc: Client