



VOLUNTEER SPOTLIGHT

Vangy (Smith) Provins

By Jane Capron



'Volunteer' is another name for Vangy. She spends her time and money working for others. This year she donated and cooked a November dinner for OSTA members at FalconWood Village, in Eugene, where she lives with her husband, Jim, a former president of MHOO-OSTA. Vangy also co-edits, prints, and sells ads for her park newsletter.

The Provins provide an annual dinner and show for 75-90 underprivileged children in the Springfield/Eugene area. This year there will be a magician. Each child will receive a toy, and a \$5 McDonald's booklet.

Vangy is state secretary for the 50 Rebekah Lodges and Jim is Grand Master of the 52 state Odd Fellows Lodges. They travel a great deal making visits throughout the state.

Vangy says she enjoys helping and giving to others. Vangy Provins has certainly earned her nickname -- 'Volunteer.' ■

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Annual Member Meeting Highlights

MH/OSTA members from twenty different manufactured home parks in Oregon gathered on September 26th at Shadow Hills Country Club in Junction City for the Annual Member Meeting. For more than half of the 85+ guests, this was their first opportunity to attend the yearly event. Judging by the 4.6 (out of five) star-rating on the after-meeting evaluations, it won't be their last.



Morning pastries, a sandwich and salad lunch buffet, plus cookies and coffee in the afternoon, kept everyone well-nurished throughout the day.

The annual member meeting started off with a bang -- of the gavel, that is, as President Terry Smith called the business meeting to order.

After the pledge of alligence to the flag and welcoming of members, Terry introduced Mike Tayloe, Finance/Audit Chair, who reported that FY09 income was \$63,310 (approximately 70% in grants,

30% in member dues) and FY09 expenses were \$50,901. Next, Executive Director Sue Foster recapped some of the year's operational acitivites and thanked members for their loyalty and recruitment efforts during the June/July/August Membership Drive. Statistics from the last 3 years for those months projected that 24 new
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From the Executive Director

... Sue Foster



Since the last newsletter, I have had opportunities to meet many members in parks and at the annual meeting. It has

been a genuine pleasure to get to know members at Terrace Mobile Plaza in Prineville, several parks at the Southern Oregon District meeting hosted by Terry Smith at Myra Lynne in Medford, Woodburn Senior Estates in Woodburn, Quail Hollow in Fairview, Sunset View and Oceanview in Brookings, Woodland Park Estates in Eugene, Terrace Lake in Salem, and Leisure Days in Shady Cove. I've put lots of miles and a set of tires on my car and it's been more than worth it. Each of you I meet strengthens my dedication to the people who make MH/OSTA great.

Did you know that there are MH/OSTA Chapters in 67 parks and smaller groups of members in an additional 17 parks in Oregon -- that's 84 parks! So, I've got a lot more visiting to do. Please email me at suefoster@clearwire.net and let me know if you'd like me to visit an upcoming meeting. I'd really appreciate it.

After visiting Sunset View in Brookings, Chapter President Jan Henault sent me a letter to the editor that Myron Whiting, an Oceanview member who had also been at Jan's meeting, sent to the local paper, the *Coastal Curry Pilot*. I thought it was a wonderful way to let others know about MH/OSTA and something

that members in other areas might be interested in doing. It reads:

Help for Mobile Home Owners

Dear Editor: Mobile home owners, are you aware there is an organization that is an advocate for you in the state of Oregon?

This organization looks out for us that live in mobile home parks. It promotes legislation that protects our rights, gives advice on settling problems with park owners, and if enough people join will be able to provide a lawyer to help with legal issues. If you are a mobile home owner living in a mobile home park it is worth your time to investigate this organization and hopefully join. There is strength in numbers!

Google 'Manufactured Housing Oregon State Tenants Association' and read about it. If your park does not have a local chapter, get together with others and organize one. Someday you may be glad you did.

Myron Whiting, Brookings

Good job, Myron and great adverting for the cost of a stamp!

Be sure to take a look at the center 4 pages in this issue of the *OSTA Review*. It's designed to be a 'pull-out' copy of one in a series of statute study guides. We are seeking a grant to be able to develop and print study guides for every manufactured housing statute so people can have an understandable reference and perhaps even form study groups. Let us know if this is something you'd like to see more of in the future. Call or email 541-844-2166 or suefoster@clearwire.net ■

From the President

... Terry Smith



I've been told that some snowbirds prefer to be called winter visitors these days. But I always just

think of myself as a snowbird.

Whatever you call us, we are birds-of-a-feather, bonded together by the love of travel and a strong desire to avoid colder weather.

Oregon sees a growing population shift as snowbirds follow the sun twice each year. Snowbirds don't fly in formation, but with each passing year, they are following the sun in greater flocks. Snowbirds will tell you that it's a great way to make new acquaintances. Whether you migrate to Arizona, like my wife Carole and I do, or California, New Mexico, or Florida, there are nice people everywhere. And it's always good as the weather warms, to come back to our Oregon friends and the comfort of Central Point, Oregon.

The last thing you want is to worry about your Oregon home while you are basking in the sunshine. The biggest culprit is water damage, so be prepared and avoid unpleasant surprises. Here are a few things worth checking before you leave to make sure your Oregon home winters well.

1. Turn off the water to your home if you can.
2. If you can't, turn off:
 - ☐ Water to ice maker in the refrigerator.
 - ☐ Hot water heater AND the water to it.
 - ☐ Water to clothes washer.
3. Set the furnace to about 58°.
4. Clean out freezers and refrigerator.
5. Cover outside water faucets.
6. Disconnect the battery to any car(s) left behind.
7. Ask a friend or neighbor to check on your home.
8. Cancel garbage service.
9. Put TV cable, internet, and phone service on vacation.
10. Send temporary change of address to Post Office, two weeks ahead of departure date.
 - ☐ Note: Magazines will only be forwarded for 2 months.
11. Cancel newspaper.
12. Take down outside flag if you have one.
13. Let a close neighbor know when you are leaving, when you will be back, and how to reach you in an emergency.
14. And, don't forget your sunblock! ■



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Annual Member Meeting Highlights

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members would join MH/OSTA, but instead 68 new members joined, thanks to the hard work and dedication of existing members. While we have lost some longtime members, Foster pointed out that it's been a challenging year economically for all nonprofits, as well as for-profit organizations and that our overall loss of -0.35% is something that we can be proud of compared to the huge losses suffered throughout the nation. Foster also talked about the organization's new strategic plan, website, and progress on the 501(c)(3) status (see more about that on page 2 of this newsletter.)

Terry Smith then asked for and received member ratification of the Board of Directors' provision for establishing expiration dates for current Directors. The expiration dates approved will provide staggered terms for the Directors as called for in our bylaws.

The speaker presentations began with Allan Kluber and Lyn Cordell, of Community Mediation Services, who distributed a self-test that allowed each attendee to determine their personal style of communication. (If you weren't there and would like a copy of the test, call the MH/OSTA office at 541-844-2166 and we will send you one.) Kluber and Cordell also talked about the VECS model for active listening. VECS is the acronym for: Validate, Empathize, Clarify, and Summarize. They demonstrated active listening in an interaction between two



Mike Tayloe, MH/OSTA Director and Finance Chair presented financial data.

park neighbors talking about cat poop. Everyone seemed to agree that it was informative and pretty insightful considering neither Allan or Lyn live in a park.

After lunch, John VanLandingham, who is not only a MH/OSTA Director but also an attorney with Lane County Legal Aid and Advocacy Center, presented updates from the 2009 legislative session. John, who works endless hours on the behalf of park homeowners in the Manufactured Housing Landlord/Tenant Coalition, talked about potential upcoming legislation for the 2010 special session and the 2011 session. He also showed a diagram of the complicated steps of how an idea becomes a law and discussed how the Coalition works effectively with that process.

Joining John to discuss sub-metering of water were Troy Brost, owner/manager of SongBrook in



Sue Foster, Executive Director talked about membership and future directions.



Lyn Cordell and Allan Kluber, of Community Mediation Services, covered communication styles and techniques.



John VanLandingham, MH/OSTA Director and Lane County Legal Aid and Advocacy Center attorney, presented a wealth of legislative information.

(Continues on Page 5)

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Eugene, and Jim Provins, resident of FalconWood Village in Eugene, where sub-metering recently went into effect. Both agreed that local utilities should be responsible for establishing metering systems, but whether or not that happens remains to be seen.

Later in the program, Troy, who does a yearly inspection of homes at SongBrook, also presented ways to maintain a home's value through inspection and repair of problems such as dry rot on siding and moss on roofs.



Joining John VanLandingham for a panel questions and answer session on sub-metering of water were Troy Brost (above), Owner/manager of SongBrook in Eugene, and Jim Provins (below), MH/OSTA members and resident of FalconWood Village in Eugene where sub-metering recently went into effect.



Peter Hainley, with CASA of Oregon, presented MH/OSTA President Terry Smith with a check for \$12,500 as the final installment of the grant they provided to assist with organizational development.

Peter Hainley of Community And Shelter Assistance, CASA of Oregon, gave a presentation on recent resident park purchases in Oregon. Resident park purchase is a major focus of both state and local governments as a way to preserve manufactured parks as affordable housing. CASA offers programs to assist residents do this successfully.

Throughout the past year, Peter has provided MH/OSTA with expert guidance as we have worked our way through the transition to a 501(c)(3) public charity. At the annual meeting, he presented MH/OSTA President Terry Smith with a check for \$12,500, the last

payment of that grant and an additional donation of \$300, saying that CASA is committed to helping MH/OSTA attain foundation funding once the IRS 501(c)(3) designation is final.

Sue Foster thanked presenters and volunteers who brought items for the raffle, and helped with meeting logistics. *(See article and photos on Pages 14 and 15.)* She introduced special guests Theresa Wingard of Oregon Housing and Community Services, Bob Burton, president of Washington State Mobile Homeowners of America, and long-time member Lu Wagner from Madrone Hill, Central Point. ■

Resident Purchases of Manufactured Home Parks in Oregon

By Chelsea Catto, CASA of Oregon

One of the most effective ways of preserving manufactured housing, as well as to promote secure tenure and encourage wealth-building and asset appreciation via manufactured home ownership, is to facilitate a resident purchase of a park. A resident-owned community (ROC) is an entity created by manufactured housing park residents to purchase, operate and maintain their community.

How Does it Work?

Based on the New Hampshire Community Loan Fund model for manufactured housing park preservation, CASA of Oregon's model focuses on the creation of a nonprofit manufactured housing cooperative. The cooperative members are then provided with organizing support and training, as well as technical assistance with financing options, so that they are well-prepared to purchase and run their community. Because this is a nonprofit model, it typically works best for low- and fixed-income communities.

- Membership is limited to park residents -- one membership per household.
- Members must own, not rent, their homes.
- Members control monthly rent.
- Members share equally in the decision-making.

- The park is owned collectively by the cooperative. Individual homeowners don't own their individual sites.
- The cooperative holds the mortgage and is responsible for paying bills, property taxes, repairs, maintenance, etc.
- Once purchased by the cooperative, the park must remain as a park and cannot be sold with the intention of redevelopment.
- An elected Board of Directors manages the day-to-day operations of the cooperative.
- Typically, membership entitles a person to lease a particular space on a long term and near-perpetual basis (at least 20 years, ideally longer) as long as they are a member in good standing.

How Do I Get Started?

The first step in the process is to find out if your park is for sale or if the owner is willing to consider selling to residents. If so, CASA will work with the seller and the residents to conduct a feasibility analysis and determine whether or not a sale to residents is both affordable and viable.

To learn more about the program, please visit CASA online at www.casaoforegon.org/mhp ■

ORS Chapter 90 STUDY NOTES

The next four pages are a study guide to help you become more familiar with the laws that affect you as a park homeowner. There are 50+ statutes that specifically apply to 'Manufactured Dwellings.' Some of the other 76 Chapter 90 'Residential Landlord and Tenant' statutes affect us as well. And Chapter 90 cross references additional ORS chapters we need to be aware of.

To further complicate things, laws change -- that's why they are called *Oregon Revised Statutes*! But understanding current laws can help you understand what difference a new law or a change to an existing one may make. Learning the law is a never-ending process, but that's no reason not to begin. The more you know, the better you can protect your home investment and lifestyle.

Please remember that learning about the law may help you to know what to do or not do, but it doesn't make you a substitute for a lawyer. If you think you might need a lawyer, you probably do. **Call one and ask.**

The next four pages are designed as a 'pull-out' section that you can remove and put in a file or binder to keep for future reference. You may even want to form a study group in your park. We will do more study guides in upcoming newsletters. ■

RIGHT²KNOW Statute Study Guide

ORS 90.610



(Reprint: Fall 2009 OSTA Review)

Informal dispute resolution; Notice of proposed change in rule or regulation; Objection to change by tenant.

ORS 90.610 Verbatim

(1) As used in this section, "eligible space" means each space in the facility as long as:

- (a) The space is rented to a tenant and the tenancy is subject to ORS 90.505 to 90.840; and
- (b) The tenant who occupies the space has not:
 - (A) Previously agreed to a rental agreement that includes the proposed rule or regulation change; or
 - (B) Become subject to the proposed rule or regulation change as a result of a change in rules or regulations previously adopted in a manner consistent with this section.

(2) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.505 to 90.840 apply shall provide for a process establishing informal dispute resolution of disputes that may arise concerning the rental agreement for a manufactured dwelling or floating home space.

(Continues)

ORS 90.610 Study Notes

Section 1 establishes who this statute applies to and cross-references statutes that define **'eligible space'** as homeowners who rent space in manufactured home parks and houseboat homeowners who rent space in marinas as opposed to people who rent both their home and space.

This section **excludes** anyone who has already agreed to a proposed rule change by signing a rental agreement that included the change or by signing a previous rule change agreement that included the change. For example, if someone moved in and signed a rental agreement that is different from one signed by someone who moved in years before, the proposed change could be part of the new person's rental agreement but not part of the rental agreement for the person who was already living there.

Excluded tenants cannot object to rules that are already in their signed agreement and **do not count as part of the 51%** of tenants who may object to a rule change.

Section 2 cross-references another statute that prohibits rental agreements that waive tenants' rights that are protected by other laws. In other words, just because you signed a rental agreement doesn't mean you have waived other legal rights -- the rental agreement is not higher law than, for example, the Bill of Rights. It also cross-references statutes that cover what information is to be included in a rental, including informal dispute resolution.

PLEASE NOTE

Right2Know Factsheets are provided by **MH/OSTA** to help manufactured homeowners who rent space in Oregon's manufactured home parks better understand their rights as homeowner/park tenants. While these factsheets are about Oregon law, they **SHOULD NOT BE CONSIDERED LEGAL ADVICE**. The factsheets are for educational purposes to help build better relationships between homeowners and park management. Factsheet information is directed only to homeowner/park tenants and may not apply to renter/park tenants relationships, or other landlord-tenant relationships. Oregon Revised Statutes are shown from the most recent ORS at the time of the printing of the factsheet and do not include cross-referenced statutes. For complete and most current ORS go to: www.ohcs.oregon.gov/OHCS/CRD/OMDPCR/docs/chapter90.shtml

If you need legal advice, we strongly encourage you to seek the assistance of an attorney.

ORS 90.610 Verbatim (continued)

(3) The landlord may propose changes in rules or regulations, including changes that make a substantial modification of the landlord's bargain with a tenant, by giving written notice of the proposed rule or regulation change, and unless tenants of at least 51 percent of the eligible spaces in the facility object in writing within 30 days of the date the notice was served, the change shall become effective for all tenants of those spaces on a date not less than 60 days after the date that the notice was served by the landlord.

(4) One tenant of record per eligible space may object to the rule or regulation change through either:

- (a) A signed and dated written communication to the landlord; or
- (b) A petition format that is signed and dated by tenants of eligible spaces and that includes a copy of the proposed rule or regulation and a copy of the notice.

(5) If a tenant of an eligible space signs both a written communication to the landlord and a petition under subsection (4) of this section, or signs more than one written communication or petition, only the latest signature of the tenant may be counted.

(6) Notwithstanding subsection (4) of this section, a proxy may be used only if a tenant has a disability that prevents the tenant from objecting to the rule or regulation change in writing.

(Continues)

ORS 90.610 Study Notes (continued)

Section 3 establishes that landlords can propose rule changes, even major changes, by providing written and dated notice to tenants and, if 51% of the eligible spaces **do not object in writing within 30 days**, the rule changes become effective 60 days after the date of the notice. Providing the notice in the manner covered in Section 7 and waiting out the 60 days are the only actions the landlord is required to take.

TIP: If you or your neighbors are unclear about a proposed rule change you can ask your manager for clarification. But beware of verbal commitments. If what you are told verbally doesn't make sense with what is written in the proposed rule change, remember, what is written is what becomes the rule. Your current manager may not be your manager at some point in the future. A new manager may enforce a rule more strictly in the future so be sure you are comfortable with a rule change exactly as it is written.

Section 4 establishes how eligible tenants must object, if they choose, to a rule change. Tenant must be a tenant of record (in other words, on the rental agreement.) One and only one tenant per eligible space counts. Tenant may submit a signed and dated written communication (a letter) or may sign and date a petition along with other tenants. If using the petition method, note that the **petition must include a copy of the proposed rule change(s) and a copy of the written and dated notice** from the landlord.

TIP: Objecting by verbal feedback, a show of hands, or any other method may be an effective way to gauge support but it is not enough to block a rule change. To protect your rights, you must be willing to use the process as described in the law.

Section 5 covers what to do if a tenant signs both a written communication and petition or signs more than one of either. Only the latest signature is counted. So if, for example, you have sent a letter and then a neighbor brings around a petition, you may sign the petition.

Section 6 allows for proxy voting only if a tenant has a disability that prevents them from objecting in writing. If you have a neighbor who is out of town, remember that for them to count as part of the 51%, you must send them a copy of the petition to sign or they must send letter to the manager within the 30-day time period.

TIP: If you are going to be away, make sure someone in your OSTA Chapter knows how to reach you. Getting 51% can come down to the signature of one person. That person might be you!

ORS 90.610 Verbatim (continued)

(7) The landlord's notice of a proposed change in rules or regulations required by subsection (3) of this section must be given or served as provided in ORS 90.155 and must include:

- (a) Language of the existing rule or regulation and the language that would be added or deleted by the proposed rule or regulation change; and
- (b) A statement substantially in the following form, with all blank spaces in the notice to be filled in by the landlord:

NOTICE OF PROPOSED RULE OR REGULATION CHANGE

The landlord intends to change a rule or regulation in this facility.

The change will go into effect unless tenants of at least 51 percent of the eligible spaces object in writing within 30 days.

Any objection must be signed and dated by a tenant of an eligible space.

The number of eligible spaces as of the date of this notice is: _____. Those eligible spaces are (space or street identification): _____.

The last day for a tenant of an eligible space to deliver a written objection to the landlord is _____ (landlord fill in date).

Unless tenants in at least 51 percent of the eligible spaces object, the proposed rule or regulation will go into effect on _____.

The parties may attempt to resolve disagreements regarding the proposed rule or regulation change by using the facility's informal dispute resolution process.

(Continues)

ORS 90.610 Study Notes (continued)

Section 7 cross-references the statutes that tell the landlord how to deliver the written notice of proposed rule changes. It may be (1) delivered in person, by handing it to you. Or it may be (2) send by first-class mail with 3 days added to the 30-day period for response in the written notice. Or, if the rental agreement so provides, it may be (3) attached to your door or posted in a common area **and also** sent by first-class mail, without requirement for the extra 3 days. Method 3 is referred to as 'nailed and mailed.'

Thirty days means 30 consecutive days, not counting the day notice is served but counting the final day at mid-night.

Some rental agreements have more details about serving written notices, so check your's especially regarding PO Boxes and forwarded mail.

Section 7 also shows exactly what the written notice should include. Although it may look a little different, it needs to include all the information shown in the statute with the **blanks filled in by the landlord plus a copy of the actual rule changes.**

Pay attention to the number and location of eligible spaces. You need 51% of those particular spaces. Signatures from excluded spaces will not count.

Be sure to ask if the person who is signing is a tenant of record. And remember that more than one signature per eligible space will not count toward the 51% -- it doesn't hurt but it doesn't help either.

TIP: Even if you successfully block a change, consider working with park management through your park's informal dispute resolution process to resolve any problem that a proposed rule change was an attempt to address. By developing a mutually acceptable solution you build a better relationship and may even avoid having to go the petition route on a similar issue in the future.

ORS 90.610 Verbatim (continued)

(8) A good faith mistake by the landlord in completing those portions of the notice relating to the number of eligible spaces that have tenants entitled to vote or relating to space or street identification numbers does not invalidate the notice or the proposed rule or regulation change.

(9) After the effective date of the rule or regulation change, when a tenant continues to engage in an activity affected by the new rule or regulation to which the landlord objects, the landlord may give the tenant a notice of termination of the tenancy pursuant to ORS 90.630. The notice shall include a statement that the tenant may request a resolution through the facility's informal dispute resolution process by giving the landlord a written request within seven days from the date the notice was served. If the tenant requests an informal dispute resolution, the landlord may not file an action for possession pursuant to ORS 105.105 to 105.168 until 30 days after the date of the tenant's request for informal dispute resolution or the date the informal dispute resolution is complete, whichever occurs first.

(10) An agreement under this section may not require informal dispute resolution of disputes relating to:

- (a) Facility closure;
- (b) Facility sale; or
- (c) Rent, including but not limited to amount, increase and nonpayment.

(11) ORS 90.510 (1) to (3), requiring a landlord to provide a statement of policy, do not create a basis for a tenant to demand informal dispute resolution of a rent increase. [1991 c.844 §10; 1993 c.580 §1; 1995 c.559 §36; 2001 c.596 §36a]

ORS 90.610 Study Notes (continued)

Section 8 establishes that if the landlord makes a technical error (such as an error in the addresses of eligible spaces) on the written notices does not void the process.

TIP: Having a few extra signatures on a petition may help give you a safety margin.

Section 9 makes the point that a landlord may evict a resident for noncompliance with a newly adopted rule, using ORS 90.630. And that such an eviction notice (where the cause for termination is noncompliance with a new rule adopted under this section) **must** include a reminder that a resident may request dispute resolution. Normally, notice under 90.630 do not need that reminder.

TIP: Remember that just because you sent a letter or signed a petition, does not mean that 51% of the tenants in eligible spaces did the same.

Be certain whether the new rule(s) is in effect or not.

If you started a petition or helped circulate one, take the time to let others in your park know what happened. Announce it at your OSTA Chapter meeting, post a notice in the clubhouse, put the information in a park newsletter or on a flyer. Whether it's victory or defeat, let people know and don't just leave it to word-of-mouth.

The informal dispute resolution process does not apply to disputes regarding the issues listed in Section 10 and 11.

2-4-6-8 ... Who do You call to Mediate?

Among the handouts at the Annual Member Meeting in September was one we are reprinting here for anyone who was not at the meeting. This is a list of mediators who have contracts for State-paid mediation services provided by the Oregon Office for Community Dispute Resolution.

When you think of mediation service, you may think of it as a 'next step' for a Committee of Seven in resolving problems with park management or landlords. And you are right. If you have a park-wide problem in your park, the steps basically progress as:

- 1) Talk to the manager.
- 2) Report the problem to your Committee of Seven.
- 3) Committee of Seven meets with management.
- 4) Committee of Seven and management meet mediator.
- 5) Contact legal aid or call an attorney.

Every step up to number 5, is at no-cost to you and has the potential to result in a solution. So they are all worth your time and effort and you should go through each step in order.

But, did you know, that mediation is also available to you to help resolve individual problems with management and even problems between two park neighbors? It's true! So rather than take the Hatfield and McCoy route -- consider calling the mediation service for your county. Since contracts change from time to time, be sure to check that they are still under contract for state-paid manufactured housing informal dispute resolution. If they are, tell them what's going on and they will guide you from there. ■

Community Dispute Resolution Programs Funded by the Oregon Office for Community Dispute Resolution			
County(s)	Contact	Phone	CDRC Name
Clackamas	Amy Cleary	503-655-8700	Clackamas County Disput Resolution Center
Clackamas	Shari Bandes	503-650-5659	Clackamas Family Court Youth & Family Mediation Program
Deschutes, Crook, Jefferson	Julie Sorick	541-383-0187	Central Oregon Mediation
Coos, Douglas	Barbara Miles	541-751-9666	Coos/Douglas Neighbor to Neighbor
Hood, Gilliam, Sherman, Wasco, Wheeler	Marti Kantola	541-296-5220 in The Dalles 541-386-6300 in Hood River	Six Rivers Community Mediation Services
Jackson	Mary Miller	541-770-2468 ext. 301	Mediation Works, A Community Dispute Resolution Center
Josephine	Brad Witt	541-476-2422	Common Ground Community Mediation Center
Lane	Chip Coker	541-344-5366	Community Mediation Services, Inc.
Lincoln	Jim Reim	541-574-9846	Lincoln Community Dispute Resolution
Linn-Benton	Miriam Bautista	541-928-5323	Linn-Benton Mediation Services
Marion	Charlie Ikard	503-585-0651	Neighbor to Neighbor, Inc.
Multnomah	Andy Wiselogle	503-618-3247	East Metro Mediation
Multnomah	Betsy Coddington	503-595-4890 ext. 102	Resolutions Northwest
Polk	Ken Braun	503-623-3111	VORP/CMS of Polk County
Tillamook	Marlene Putman Marie Heimborg	503-842-1812	Conflict Solutions for Tillamook County
Umatilla	Joe Schenck	541-566-0209	Blue Mountain CDRP
Union	Shawna Herzog	541-786-0270	Eastern Oregon Mediation Center
Washington	Jim Brooks	503-526-2791	Beaverton Dispute Resolution Center
Washington	Bertha Martell Ben Romero	503-349-7819 503-615-6797	Hillsboro Mediation Program Program, 503-615-6651
Yamhill	Marlena Bertram	503-435-2835	Your Community Mediators

Working with Management

By Rita Loberger

As space renters, we are all aware of situations that, from time to time, place us between management and happiness. As a director, I hear about these instances weekly. A lot of these cases could be settled by reading the rental agreements of the park – the ones we all sign when we move in.

MH/OSTA has no way to contact new residents before they sign these contract, so we are unable to point out loopholes that the park owners and lawyers present 'in writing.' Unless new residents 'take it to an attorney before signing' (as is suggested on the back page of most contracts), they sign, trusting that they are buying their home and renting the land. As they settle into a new home and community and become more involved in the functions, they may begin to hear about these between-the-lines type of problems. Their initial thoughts are, "Why does this happen to me? What can I do to correct what I feel is an injustice in the contract?"

Several of my calls can be referred back to the documents the caller signed. If this is NOT the case, it is wise to check with your park managers or neighbors who can tell you if you have a Tenants Committee. We have mentioned how to form these groups and information is available on our www.mh-osta.org website. Should several of the residents have a similar dilemma, they can band together and ask the committee to

discuss it with the owner or managers. By ORS Chapter 90 law, park management is required to meet with the committee at least once, but not more than twice, a year regarding problems that arise. Should these not be resolved during this meeting, the tenants committee can progress to mediation.

There will be times when no result can be obtained, such as the animal problems we had in my park this summer. It seems Mother Nature, perhaps in her sense of humor, bestowed upon us a multitude of never ending black and white kitties – the fragrant type. Despite repeated caging and hauling and other methods suggested to us to rid our community of these small but smelly critters, they continued to

come breed and infest all corners of our community. In jest, I suggested to our regional managers that we collect the families and take them to a local vet to defume so we could keep them as 'pets'. This did not sit well -- no sense of humor, I guess. With the onset of Fall, and hibernation there are fewer sightings and fewer calls.

This is only one of the cases that cannot be eliminated. We get calls on a variety of problems and give advice, but stress it is NOT legal advice. We refer callers to their Tenants Committee or mediation should they not have a group in their community. Occasionally, I have been able to contact the managers or owners to work out a 'gray area' that works for all. ■

Manufactured Housing Landlord/Tenant Coalition

By Rita Loberger

The Manufactured Housing Landlord/Tenant Coalition began meeting in October of this year to work on bills to be presented to the next legislature sitting. This group works for the betterment of all and we do not always get exactly the verbiage we would like, but the legislature will not work on fraction groups who step forward with their own personal agendas. It is only by working together that we are able to put these bills on paper and get them voted into law. By working this system the past few years, I

have found there is give and take in all situations and to get what we want, we sometimes cannot get the whole pie, but only a portion of it. It must have worked in the past as we have Chapter 90 laws that speak volumes for us.

As John VanLandingham told us at the recent convention at Shadow Hills Country Club, we have some of the best laws in the country for manufactured home owners. MH/OSTA will continue to support and represent park homeowners in Oregon. ■

News from Myra Lynne Homeowners Association MH/OSTA Chapter 2115

By Lois Urton, Chapter Secretary

The Myra Lynne Homeowners Association has just had it's semi-annual Hot Dog/Bake Sale and Yard Sale in conjunction with the park-wide sale held in the fall and spring. It was a success in helping raise funds for our Association. We ask members to contribute baked goods and we sell them along with hot dogs and drinks to the hungry shoppers coming into the park for the yard sale. We also contribute items that we no longer have a use for and sell those to raise money.

We also hold monthly dinners for the entire park and we are always trying to get new members. We advertise in our newsletter and have a board in front of the Club House that gives the menu and the time and date of the dinner. It is held on the 2nd Tuesday of the month. Our September dinner was a Spaghetti Feed and our October dinner was a Chili Feed. Our Hospitality

Committee does a great job in preparing the meals and they are enjoyed by all who attend.

With the money we raise, we have projects throughout the year we use it on. At Christmas time we adopt a family and give them gift cards to make the holidays a little brighter. And during the year we also aid members of our community with things that they need help with like getting them to doctors' appointments, shopping for them and cleaning up in general. We live in a wonderful all-age community and have a lot of helping hands through volunteers.

We are all very proud of our President Gary Walters who has recently been elected to the Board of Directors of MH/OSTA. He is also a Southern Oregon Deputy Director for MH/OSTA. His plate is very definitely full and he is just the man to handle it. ■

TEST YOUR I.Q. MHP LAW

True or False? Members of the Committee of Seven serve on the committee for as long as they want to.

FALSE: Committee of Seven members are elected by residents, so in a way, they serve for as long as park residents want them to. ORS 90.600(5) and b) provides for formation of a tenants committee with the requirements that there be only ONE committee and that all residents have the opportunity to vote its members. It does not specify length of term but, as residents, you do. If you have set term limits, you will elect, or re-elect, committee members periodically. If you have not set a specific limit, you don't have one and can actually call for a new election at any time. The members you elect then become the ONE (and only) committee recognized by law.

Homebuyer Tax Credit May Surprise You!



Question: If a taxpayer buys a manufactured home with land and qualifies for the first-time homebuyers tax credit, is the credit based on the combined cost of the home and land?

ANSWER: Yes. The first-time homebuyer credit is ten percent of the purchase price of a principal residence. The total purchase price of home and land is used to calculate the credit.

Surprised? Okay, not too surprised, BUT read on!

Question: Is a taxpayer who purchases a manufactured home and places the home on leased or rented land (such as in a park) eligible for the first-time homebuyer credit?

ANSWER: Yes. (Surprise!) A manufactured home may qualify as a principal residence and it is not necessary that the taxpayer own the land to qualify for the first-time homebuyer credit.

If you are selling or know someone who is or if your park has home/space combination renters (that might rather be buyers), make sure any first-time homebuyers check with their tax preparer about this savings! It might make the difference that makes the deal. ■

Scrapbook Photos from Annual Meeting at Shadow Hills Country Club

By Jane Capron

MH/OSTA members at the annual membership meeting enjoyed browsing the baskets and other goodies donated by members for the annual raffle fundraiser. We ended the day with record-setting raffle sales of over \$200. Additionally, we received cash donations of \$50 from members at Madrone Hill in Central Point and \$300 from CASA.

Raffle prizes were gratefully received from chapters including Myra Lynne in Medford, Midway Manor in Glenwood, and SongBrook in Eugene. Individual prizes were made by Lucy Reynolds, Evelyn McGillivray, Walt and Donna Burgess, Ken and Jane Capron, Richard Romanek and Ruth Spielman from SongBrook, Orval Tubbs and Lowell Moe from Woodland Park in Eugene, and from the MH/OSTA board.

Winners included (*and we apologize if we missed anybody*) Linda Walker, Tom Mitchell, LeRoy Hirshiser, Pat Negus, Jim Wall, Earl Koenig, Orval Tubbs, Vangy Provins, Donna Burgess, Carole Smith Marty Wilgus, Barbara Mitchell, Gary Walters, Kay Strobel, and Jane Mickus.

We appreciate so much the many volunteers who helped make the day fun for all. They are Lisa Burchfield, Martha Klobe at the sign-in table, door greeters Ed Stout, Roger Foster, and Ken Capron, and photographer LeRoy Hershiser. We also thank SongBrook residents for helping with the raffle. ■





MH/OSTA members from Lane, Linn, Polk, Marion, Washington, Clackamas, Multnomah, and Jackson Counties gathered at the 2009 Annual Meeting. For more than half, this was their first time. If you've never attended, consider making plans for next year. You'll find facts, food, fun, and plenty of friendly faces. Special thanks to volunteer LeRoy Hershisier for capturing the Annual Member Meeting in photographs shown on Pages 1-4, 5, 14-15.





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We are your neighbors.

MH/OSTA Vision

Be the place that the owner of a home in any Oregon manufactured home park:

- Calls for help and directly, or by knowledgeable referral, receives the help they need.
- Trusts to protect and enhance the security, affordability, and quality of their housing choice.

MH/OSTA Mission

Continue to grow a membership network of park homeowners who are increasingly better organized and able to provide and promote:

- Ready access to park homeowner education and information;
- Awareness, protection, and development of park homeowner rights;
- Connection to park homeowner support services provided by others;
- Preservation of manufactured home ownership as affordable housing.

*We are stronger together
than we are alone.*



MH/OSTA MEMBERSHIP APPLICATION

If a friend or neighbor gave you this copy of

THE
osta **REVIEW**

and you would like to start receiving a quarterly copy, it's easy!
Just become a member of MH/OSTA, for \$30 a year (the equivalent of \$2.50 a month) you'll get the OSTA Review, plus a whole lot more!



Join your neighbors today!

I want to join my neighbors to protect my rights as a homeowner.

☐

NEW MEMBER

☐

RENEWAL

☐

ASSOCIATE MEMBER

PLEASE PRINT. Please note that we respect your privacy. Your personal information is used for membership purposes only. We do not sell or share your information with any other business or organization.

LAST NAME

FIRST NAME

NAME OF SECOND RESIDENT IN HOUSEHOLD

NAME OF MANUFACTURED HOME PARK

ADDRESS

SPACE NUMBER

CITY / STATE / ZIP

HOME PHONE WITH AREA CODE

CELL PHONE WITH AREA CODE

EMAIL ADDRESS. *NOTE: Providing your email address enables us to communicate with you inexpensively. Again be assured that your information is never sold or shared.*

(OPTIONAL)

Referred by:

Please enclose \$30.00 per household annual membership dues (that's only \$2.50 per month.)

Checks payable to MH/OSTA and mail to:

**MH/OSTA
PO BOX 701
SPRINGFIELD, OR 97477**