



VOLUNTEER SPOTLIGHT

Ken Capron



Ken Capron has spent many hours helping to organize chapters, explain statutes, and encourage park residents to become OSTA members. He has driven all over the state to attend OSTA meetings and deliver and collect materials and people. He was president of the SongBrook chapter in Eugene for five years and treasurer for two. During that time he organized pizza meetings (with tip jars) and worked on money-raising schemes, including Bingo and garage sales. Twice he was involved in getting donations from businesses for a raffle of plants and garden tools that followed presentations from master gardeners. Always his goal has been to increase membership, and as a result SongBrook has one of the highest ratios of OSTA members to residents in the state.

Ken devours history and biography and watches movies about anything. He is on the governing council of the UO-sponsored OSHER Life-long Learning Institute, and was a college professor before his retirement. ■

THE osta REVIEW

Volume 31, No. 4

SUMMER 2010

The MH/OSTA Directors Welcome Three New Members to the Board

By Jane Capron, for the Board



André Tremoulet, Chelsea Catto, and Matthew Johnson (left to right) are welcomed to the board by long-time board member Myrna Martinez, right.

Meet Chelsea Catto



Chelsea is Director of CASA of Oregon's Manufactured Housing Park Preservation

Program and was present at some of the early strategic planning sessions where OSTA worked at the process of becoming a non-profit organization.

CASA of Oregon's mission is to develop housing, programs, and

facilities that aid farm workers and underserved populations in the state. Among other things, Chelsea participates in the development and financial aspects of Manufactured Home Park conversions from landlord-owned to resident-owned, parks.

Chelsea has over ten years of experience in the fields of international and public affairs, with concentrations in human rights and international conflict

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MH/OSTA ANNUAL MEETING INVITATION

When: Saturday, October 16, 2010, 10 a.m. to 3 p.m.

Where: Shadow Hills Country Club, Junction City, Oregon

Cost: \$20/person includes registration, continental breakfast, and luncheon

Directions: From I-5, north or south, take Exit 195B west 4.4 miles to Exit 8, River Rd/Santa Clara. Turn right on River Rd. and go north 5.6 miles to Shadow Hills Country Club, one mile past Lone Pine Farms. Turn left down the long driveway to the country club.



Serious Stuff: Bylaws Change, Election of Board Members, Finance Report, House Insurance, Resident Purchase of Parks, Affordable Housing, Legislative Issues.

Fun Stuff: Food, Silent Auction, Drama.

Cut and return with check -----



Registration Form

*For guaranteed seating, complete and mail form
and \$20 check by October 6 to:*

MH/OSTA
P.O. Box 701
Springfield, OR 97477

Name(s) _____

Address _____

Park Name _____

Telephone _____

From the President

...Terry Smith



I was thinking (I do that on occasion) about when my wife, Carole, and I moved into Miller Estates

Manufactured Home Park in Central Point, Oregon. One of our neighbors asked if we would join them in square dancing once a week at a local square dance club. We said we would and started going on the same day and at the same time each week. After going four or five times, Carole and I decided, hey, we didn't want to be obligated this much, even though it was only once a week. I had recently retired and wanted no obligations. Things went well after that for several months (no obligations) and I was free as a bird.

Then things started to change. We started having problems in

the park requiring us to establish an OSTA Chapter (best thing we could have done). I was then voted in as both Secretary and Treasurer (there goes the "no obligations") for about two years before

becoming Chapter President. I was then asked by Pat Schwoch, OSTA Executive Director, if I would like to become the Southern Oregon District Director (more obligations) which I agreed to. A year or so later I was asked by Fred Schwoch, OSTA President, if I would become the Executive Vice President of OSTA, to which I again said yes. WELL, three days later I received a letter of resignation from Fred telling me I was now the OSTA President. I could have ----- that guy.



Terry Smith, left, and Gary Walters discuss OSTA business.

To make a long story short, I am now obligated almost five days of the week, and I don't have anyone to blame other than myself. I just can't seem to say no for some reason. Gary Walters, Chapter President of Myra Lynn Manufactured Home Park in Medford recently volunteered to become the Southern Oregon District Director (doing an excellent job) which has helped me out a lot. Gary is also a State board member. Gary can't seem to say no, either. Gary and I both like helping people, so I guess I shouldn't complain. I haven't heard Gary complain. ■

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New Board Members *(Continued from Page 1)*

resolution. She received a B.A. in International Studies from the University of Oregon in 1992, and a Master's Degree in International Affairs from Columbia University in 2002. She has traveled extensively in Europe and some of the "highly insecure" countries. In the summer of 1990 she studied in Italy.

Working for Mercy Corps out of Portland, she was involved in international humanitarian aid and food security. Currently, she is a volunteer for the Oregon Humane Society and The Pongo Fund, both in Portland.

This spring Chelsea married Mike Christensen and now lives with him, two cats, a rabbit, and three chickens.

Meet Andree Tremoulet



Andree has been a planner and grants administrator working with affordable housing and community

development issues for 25 years. Currently she has two part-time jobs: one as a housing services specialist with the Washington County Office of Community Development and the other as a Research Fellow in the Institute on Aging at Portland State University, where she just earned a Ph.D. in Urban Studies, financed by a HUD Doctoral Dissertation Research Grant — one of 12 given

nationally — to study "Policy Response to the Closure of Manufactured Home Parks in Oregon."

She earned her BA at Duke University and her Master of Regional Planning degree from the University of North Carolina. She started working for Washington County in 2005 and has consulted with local jurisdictions, agencies, and non-profits about manufactured home parks, home buyer programs, development finance, project and asset management, technical problems, city planning, and neighborhood development in Pennsylvania and Virginia as well as Oregon. She was also a VISTA volunteer in Kentucky, during which time she lived in a mobile home.

Andree now lives in Northeast Portland with her husband of 17 years, Chris Cross, and a cat with food allergies.

Meet Matthew Johnson



Many of you already know Matthew, a Eugene attorney who has been practicing landlord/tenant law since 1996. He will be remembered by many of our members for a column he wrote a few years back for The OSTA Review and for his presentations at various district meetings. Some of you have retained Matthew to

help with problems you've faced in your parks. Because of his knowledge of Chapter 90 statutes and familiarity with our concerns, we are pleased to welcome him to the MH/OSTA Board of Directors.

Matthew graduated summa cum laude from the University of Oregon in 1993, with a degree in sociology and a minor in political science. In 1996 he earned his Doctor of Jurisprudence degree, also from the U of O, and was admitted to the Oregon Bar and two years later to the Federal District Court. In 2002 he and his wife, Meredith Allen, a criminal appeals attorney working in Salem, traveled to the Republic of Palau for an adventure-filled two years. While there Matthew monitored, advised, and prepared informational materials for the Lands Authority and the Attorney General's office.

Since returning to Eugene, Matthew continues his general civil and litigation practice. He feels his most important job, however, is caring for daughter, Sylvia, who will be three on September 12. Since she will be in pre-school, he now has more time to devote to our causes. He also serves on other non-profit boards, participating in event planning and fund raising and is the editor the Cascade Mycological Society's newsletter. ■

This Old Mobile Home

by Jim Sultz

How can I tell if I need a new roof?

Until the early 1980s, roofing material used for manufactured/mobile was primarily galvanized metal. This is a one-piece metal system with a factory seam every three to four feet. The mid-80s and 90s saw most mobile and manufactured homes go to asphalt or fiberglass shingles. Now there seem to be new and for the mostly improved roofing materials coming onto the market every year.

To assess a 25-year-old metal roof consider the following points: does the roof look as if it's had proper maintenance or has it been patched through the years? Does the roof have a lot of rust? Are there any broken vents? Are the seams broken down and splitting open? If the metal roof seems to be in fairly good shape and you want to repair it, I recommend doing so only once. Start by replacing any broken or damaged vents. Use a good quality metal primer on any rust areas. Cover the entire roof with two coats of a good grade of material, allowing drying time between coats. Pay close attention to edges, vents, and seams. Use fiberglass netting on any damaged seams. A contractor can charge anywhere from \$500 to \$900 for a single-wide roof repair job.

If your roof is too far gone to repair, you may be looking at an "overlay" type roof. This can be either a vinyl blanket or metal roof system. This will mean laying a one-half inch to two-inch sheet of polystyrene (Styrofoam) on your existing roof as insulation and capping the roof with metal or vinyl. Included will be new vents, drip-rail, and trim. This is not a do-it-yourself project, and a roofing company will charge anywhere from \$3,500 to \$5,000 for a single wide home. The new roof should come with a 10-15-year guarantee.

If you have fiberglass shingles on your roof, usually they will last about 15 years, according to the manufacturer. When replacing a shingled roof, you will need to remove all of the old shingles because of the low pitch. Use good quality shingles with a guaranteed life of 20-25 years. Add air vents approximately every 200 square feet and usually along the ridges.

Be sure your roofing contractor is licensed, bonded, and insured. In Oregon, all roofing contractors must guarantee their work for at least two years. ■

Note: Jim Sultz owns Pacific Mobile Home Supply in Central Point, Oregon.

A Note to New Members about the MH/OSTA Web Site

When you receive your copy of The OSTA Review, a number will appear just below your name on the mailing label. This is your log-in number to the web site. Only by logging-in can you access back issues of The OSTA Review. At this time we're updating the web site and putting in new log-in numbers just twice a year. All other information including a copy of the Statutes, Chapter 90, is available for you without the log-in number. If you wish to review back issues of the newsletter, your District Director will be happy to provide you a temporary number to use until yours is available. ■

Bring stuff for a Silent Auction at the Annual Meeting this year.

Bring baskets and other donations just like you always have.

This year there'll be a sheet of paper in front of every basket or item(s) for you to sign with the amount you're willing to pay. Of course, someone may come along and offer more, but then you can go back and top that bid if you want. And don't forget your piggy banks. All profits go to keeping OSTA strong and helping you.

Going... Going... Gone... to the Highest Bidder!

Letter to the Editor

To Residents of Manufactured Home Parks with Cable Connections

One morning in mid-May Woodland Park in Eugene was a beehive of activity. Holes were being dug in our yards and machines pushing pipe underground in all directions. We asked workers what they were doing but they didn't seem to know. No one in the office seemed to know, either or else had been told not to tell us.

It turned out that Sun Communities had contracted with Primecast to put fiber optic cable throughout the park. They said they would provide better service at a lower cost beginning July 1 and that the previous provider, Comcast, would no longer be offering service. We were to either accept the Primecast cable or make other arrangements for telephone, Internet and TV services. Some of us have DISH, and while we can keep that, it will be billed through the Primecast bundle.

Primecast offered various packages to the nearly 400 homes



at Woodland Park and sent bills, some arriving before any services, some for close to \$300. It was unclear what exactly we were getting for all this money, and a representative told us in a meeting that "billing was a real mess" and we shouldn't pay the bills until they were cleared up. People are very angry, and it will take years to restore the good will Sun Communities had always enjoyed in the park.

I'm writing this letter to warn others to beware. Stick together and insist on informational meetings with park owners and representatives of cable companies promising great things. We realize owners have the right to make these changes, but they'd be wise to involve residents in the process.

*Orval Tubbs
Woodland Park*

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. ■

TEST YOUR I.Q. MHP LAW

True or False?

Your landlord (or a new landlord) can change the rules in the park or the services provided to tenant at anytime without notice.

FALSE. Any changes in the rules or services provided must go through the notice, waiting period, and opportunity to reject procedures of the law. ORS 90.610

RIGHT²KNOW Statute Study Guide

ORS 90.510



(Reprint: Summer 2010 OSTA Review)

90.510 Statement of Policy; rental agreement; rules and regulations; remedies

ORS 90.510 Verbatim

1 Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written statement of policy to prospective and existing tenants. The purpose of the statement of policy is to provide disclosure of the landlord's policies to prospective tenants and to existing tenants who have not previously received a statement of policy. The statement of policy is not a part of the rental agreement. The statement of policy shall provide all of the following information in summary form:

- (a) The location and approximate size of the space to be rented.
- (b) The federal fair-housing age classification and present zoning that affect the use of the rented space.
- (c) The facility policy regarding rent adjustment and a rent history for the space to be rented. The rent history must, at a minimum, show the rent amounts on January 1 of each of the five preceding calendar years or during the length of the landlord's ownership, leasing or subleasing of the facility, whichever period is shorter.
- (d) The personal property, services and facilities that are provided by the landlord.
- (e) The installation charges that are imposed by the landlord and the installation fees that are imposed by government agencies.
- (f) The facility policy regarding rental agreement termination including, but not limited to, closure of the facility.
- (g) The facility policy regarding facility sale.

(continues)

ORS 90.510 Study Notes

Subsection (1) establishes that the landlord must give a written statement of policy to anyone who rents a space in a manufactured home park or considers renting a space. Anyone already living in a park who hasn't been given a statement of policy also needs to have one. This document is separate from the rental agreement.

A listing of information to be included in the statement of policy follows:

- (a) The boundaries of the lot the house occupies. Sometimes there are stakes marking the boundaries, and sometimes there'll be the footage of the space.
- (b) The federal fair-housing classifications are 55+, meaning no more than 20% of the occupants in the households can be under the age of 18; family park, meaning children of any age are permitted in the park; 62+ meaning no one under 62 years of age is allowed to live in the park. Zoning is determined by the governing body of the area in which the park is located. In towns, it would be the city, outside city limits, it would be the county. Zoning is important because it will influence whether a park can be closed and converted to a different use.
- (c) A landlord can increase rents every 90 days. Before a person moves into a park, the landlord needs to provide a paper showing the amount of rent charged on January 1 of five previous years or during his/her ownership.
- (d) The landlord will list services and facilities he provides, which might include a locked gate, street lights, common areas, RV parking, laundry facilities, a clubhouse, a dog run, a garden area, etc.
- (e) The statement of policy will also include installation charges and fees from the park owner and/or the governing agency (city, county). These might include an application fee, a security deposit, a site preparation fee, and city-imposed fees.
- (f) Rental termination (eviction) is allowed for non-payment of rent or utilities or for violation of park rules. Various lengths of time are given for curing (correcting) many park rules.
- (g) Tenants are given 365-days notice if a landlord plans to sell the park. There are tax credits available and other help for homeowners if a park is to be closed.

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 90.510 Verbatim (continued)

ORS 90.510 Study Notes (continued)

- (h) The facility policy regarding informal dispute resolution.
- (i) The utilities and services that are available, the name of the person furnishing them and the name of the person responsible for payment.
- (j) If a tenants' association exists for the facility, a one-page summary about the tenants' association. The tenants' association shall provide the summary to the landlord.
- (k) Any facility policy regarding the removal of a manufactured dwelling, including a statement that removal requirements may impact the market value of a dwelling.
- 2 The rental agreement and the facility rules and regulations shall be attached as an exhibit to the statement of policy. If the recipient of the statement of policy is already a tenant, the landlord needs to attach a file copy of the tenant's rental agreement to the statement of policy.
- 3 The landlord shall give:
- (a) Prospective tenants a copy of the statement of policy before the prospective tenants sign rental agreements;
- (b) Existing tenants who have not previously received a copy of the statement of policy and who are on month-to-month rental agreements a copy of the statement of policy at the time a 90-day notice of a rent increase is issued; and
- (c) All other existing tenants who have not previously received a copy of the statement of policy a copy of the statement of policy upon the expiration of their rental agreements and before the tenants sign new agreements.
- 4 Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written rental agreement, except as provided by ORS 90.710 (2)(d). The agreement must be signed by the landlord and tenant and may not be unilaterally amended by one of the parties to the contract except by:
- (a) Mutual agreement of the parties;
- (b) Actions taken pursuant to ORS 90.530, 90.533, 90.537 or 90.600; or
- (c) Those provisions required by changes in statute or ordinance.
- 5 The agreement required by subsection (4) of this section must specify:
- (a) The location and approximate size of the rented space;
- (b) The federal fair-housing age classification;
- (c) The rent per month;
- (d) All personal property, services and facilities to be provided by the landlord;

(h) The statement of policy will outline the method for solving disputes, which in many parks involves a meeting with a tenants' committee of no more than seven residents.

(i) The statement will list utility providers such as water, sewer, garbage, garbage cans, cable, electricity, and phone and indicate which are the responsibility of the tenant and which the responsibility of the landlord.

(j) The residents' organization (HOA or OSTA) needs to prepare a one-page summary for landlords to give to potential and new tenants, listing contact information. The landlord is obligated to include this summary with the statement of policy, but the tenants' organization must prepare the information and update it as new officers are elected.

(k) The statement will give the requirements for removing a dwelling from the park. This might mean the site needs to be returned to its original dirt condition and foundations, sheds, and driveways removed.

Subsection (2) says that the landlord will attach the rental agreement to the statement of policy. For those who are already tenants and don't have a statement of policy, the landlord must attach a copy of the existing rental agreement to the statement of policy.

Subsection (3) says that the landlord has to give prospective tenants a copy of the statement of policy before asking them to sign a rental agreement. Current tenants are to receive a statement of policy before being given a 90-day notice of an increase in rent. Any other tenants who don't have a statement of policy are to be given one before they sign a new agreement.

Subsection (4) says that every tenant gets a rental agreement which must be signed by both landlord and tenant and not changed by one or the other (unilaterally) unless they both agree, the statutes or ordinances are changed, or there are actions having to do with ORS 90.530 (new rules regarding pets), 90.533 (allowing the landlord to change the rules regarding billing for garbage collection), 90.537 (allowing the landlord to change the rules to impose sub-meter billing for utility or service charges), or 90.600 (rent increases). The landlord can also change the rental agreement if the statutes or ordinances change.

Subsection (5) explains the rental agreement needs to tell the location and size of the rented space, the federal fair-housing classification, the rent per month, the services the landlord provides, all deposits, fees, and installation charges, and all improvements the tenant needs to make to the space. In addition the rental agreement states the condition the space should be left in if the tenant leaves or sells the home. The conditions must comply with state and federal laws. Some of the conditions include pets, number of occupants, screening, rule changes (60 days notice unless 51% of households object within 30 days), and the method of giving notice.

ORS 90.510 Verbatim (continued)

ORS 90.510 Study Notes (continued)

- (e) All security deposits, fees and installation charges imposed by the landlord;
- (f) Improvements that the tenant may or must make to the rental space, including plant materials and landscaping;
- (g) Provisions for dealing with improvements to the rental space at the termination of the tenancy;
- (h) Any conditions the landlord applies in approving a purchaser of a manufactured dwelling or floating home as a tenant in the event the tenant elects to sell the home. Those conditions must be in conformance with state and federal law and may include, but are not limited to, conditions as to pets, number of occupants and screening or admission criteria;
- (i) That the tenant may not sell the tenant's manufactured dwelling or floating home to a person who intends to leave the manufactured dwelling or floating home on the rental space until the landlord has accepted the person as a tenant;
- (j) The term of the tenancy;
- (k) The process by which the rental agreement or rules and regulations may be changed, which shall identify that the rules and regulations may be changed with 60 days' notice unless tenants of at least 51 percent of the eligible spaces file an objection within 30 days; and
- (L) The process by which the landlord or tenant shall give notices.

6 Every landlord who rents a space for a manufactured dwelling or floating home shall provide rules and regulations concerning the tenant's use and occupancy of the premises. A violation of the rules and regulations may be cause for termination of a rental agreement. However, this subsection does not create a presumption that all rules and regulations are identical for all tenants at all times. A rule or regulation shall be enforceable against the tenant only if:

- (a) The rule or regulation:
 - (A) Promotes the convenience, safety or welfare of the tenants;
 - (B) Preserves the landlord's property from abusive use; or
 - (C) Makes a fair distribution of services and facilities held out for the general use of the tenants.
- (b) The rule or regulation:
 - (A) Is reasonably related to the purpose for which it is adopted and is reasonably applied;
 - (B) Is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what the tenant shall do or may not do to comply; and
 - (C) Is not for the purpose of evading the obligations of the landlord.

Subsection (6) deals with rules and regulations, pointing out that not all of them must be the same for all tenants. Rules must promote safety and welfare, preserve the property, fairly distribute services, be reasonable and reasonably applied, be clear as to what a tenant may or may not do, and not excuse a landlord from his obligations.

ORS 90.510 Verbatim (continued)

ORS 90.510 Study Notes (continued)

- 7 (a) A landlord who rents a space for a manufactured dwelling or floating home may adopt a rule or regulation regarding occupancy guidelines. If adopted, an occupancy guideline in a facility must be based on reasonable factors and not be more restrictive than limiting occupancy to two people per bedroom.
- (b) As used in this subsection:
- (A) Reasonable factors may include but are not limited to:
- (i) The size of the dwelling.
 - (ii) The size of the rented space.
 - (iii) Any discriminatory impact for reasons identified in ORS 659A.421.
 - (iv) Limitations placed on utility services governed by a permit for water or sewage disposal.
- (B) "Bedroom" means a room that is intended to be used primarily for sleeping purposes and does not include bathrooms, toilet compartments, closets, halls, storage or utility space and similar areas.
- 8 Intentional and deliberate failure of the landlord to comply with subsections (1) to (3) of this section is cause for suit or action to remedy the violation or to recover actual damages. The prevailing party is entitled to reasonable attorney fees and court costs.
- 9 A receipt signed by the potential tenant or tenants for documents required to be delivered by the landlord pursuant to subsections (1) to (3) of this section is a defense for the landlord in an action against the landlord for nondelivery of the documents.
- 10 A suit or action arising under subsection (8) of this section must be commenced within one year after the discovery or identification of the alleged violation.
- 11 Every landlord who publishes a directory of tenants and tenant services must include a one-page summary regarding any tenants' association. The tenants' association shall provide the summary to the landlord. [Formerly 91.875; 1991 c.844 §6; 1993 c.580 §3; 1995 c.559 §34; 1997 c.304 §3; 1997 c.305 §1; 1997 c.577 §26; 1999 c.603 §32; 1999 c.676 §20; 2001 c.596 §35a; 2005 c.22 §63; 2005 c.391 §23; 2005 c.619 §19b; 2009 c.816 §5]

Subsection 7 has to do with allowable occupancy guidelines that include limiting occupancy to no less than two persons per bedroom, etc.

Subsection (8) covers failure of the landlord to comply with sections (1) through (3). A tenant who brings suit for a breach of these statutes can recover actual costs plus attorney fees and court costs. Any lawsuits need to begin within one year of learning of the violation.

Mr. Fix-It Answers Your Questions

Toilet Talk



Q: *What if the toilet keeps running after it seems to have filled up, sometimes stopping if you jiggle the handle, sometimes not?*

A: A leaking or broken toilet can be a real annoyance and can sometimes do damage if the tank overflows on to the floor or leaks through a defective seal between the toilet and floor. But, thankfully toilet problems are not usually difficult to diagnose and solve and most can be taken care of by a reasonably handy homeowner and often at little expense.

If you can stop it by jiggling the handle, the problem probably is in the part called, "the flapper." Inside the toilet tank, the handle mechanism is attached to a chain which is hooked to the top of a flapper at the bottom of the tank (the upper part of the toilet). The flapper is pulled up when you flush, allowing water in the tank to rush into the bowl below. When you release the handle, the flapper drops with the outgoing water, eventually returning to its pre-flush position, closing the tank off from the bowl below.

Flappers collect solids from hard water and wear with age and use. Sometimes you can just wipe off the surface of the flapper that

fits against the flapper seat below it and the seat itself and that will cure it for quite a while. Sometimes the flapper is too worn for that and must be replaced. If after you've tried wiping, water still runs and you're sure that it's running through that opening, you can replace the flapper. Usually, they just slip into place; you can pretty much see how they are attached just by looking. Every hardware store and home center sells replacement flappers, but there are a few different designs, so take the old one with you and buy something that looks just like it.

You must, of course, shut off the water supply into the toilet tank before you try the 'wipe' cure or make the flapper replacement repair. The water line feeding the toilet is down behind the toilet at the lower left. To shut off the water, just turn the valve handle clockwise until it won't turn any more, but don't put too much pressure on it. Then flush the toilet to empty the tank so that you can work inside it. ■

From MH/OSTA ByLaws **Guidelines for State MH/OSTA Chapters**

Article 12.3 Supporting the Mission. A chapter shall operate in such a way as to support the charitable and educational purpose of the Corporation, and in compliance with the Articles of Incorporation and the operational limits of an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.

Article 12.4 Prohibitions. A Chapter may not engage in activities in violation of the charitable and educational purposes of the Corporation, the statute governing the Corporation, or Section 501(c)3 of the Internal Revenue Code. In addition, the following limitations shall apply to the activities of Chapters:

12.4.1 No substantial part of the activities of the Chapter shall be attempting to influence federal, state or local legislation.

12.4.2 No Chapter shall participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

12.4.3 No Chapter shall engage in solicitations for tax-deductible charitable donations. This activity shall be reserved to the Corporation. ■

Coalition Connections

Sub-Metering Is Coming to a Park Near You

by Rita Loberger



The saga of sub-metering water continues. At our most recent Coalition meeting, John VanLandingham

announced that our sponsoring Senator, Suzanne Bonamici, is in pursuit of funding for financing the submetering project that will affect about 3,900 units. SB 929,

passed into law in the 2009 Legislative session, requires manufactured home parks with over 200 sites to be sub-metered by December 31, 2012.

Also on board on board at the coalition meeting that day with a great presentation on the CASA program was Peter Hainley. This is the program that makes purchases of their parks available to the residents. CASA works with

the owners and residents to keep these parks open and the occupants in the homes they have purchased. We hope to have more information available on this program at our annual meeting in October. We need to keep these communities open as they provide not just homes, but stability for hundreds of people residing there.

OSTA representatives continue to promote bills that help us all. The increase in membership in our organization gives greater voice at these meetings. ■

A New Book by Jane Capron...

MARIGOLD - A Fairyland Fable

Reviewed by Lynne Keith, FalconWood Village, Eugene

Jane Capron has left her Andy Keller property management novels for a new world, the wonderfully creative world of Fairyland.

The novella opens in the world of Marigold, a little fairy whose mother is the Tooth Fairy and her father a laid-back shoemaker elf. Her friends are Blossom, Rosie and Elvie, a boy elf who makes jewelry. There is also Aunt Brucie, her free spirit Fairy Godmother who gifts newborn human babies with Talents.

Although Marigold is expected to become a Tooth Fairy, she longs to be a little girl so she can go to school. Father agrees and Aunt enables, so off to school with little Marigold, who becomes visible to

humans when wearing Aunt's underwear. It's hard to hide her wings, but she manages with duct tape!

At school, Marigold meets three children – beautiful, but selfish Anna, bully Butch, and kind Cleo. Along the way, Marigold learns some lessons, both human and fairy, and in the end decides to...

No, I'm not going to tell you. Buy this darling book and immerse yourself – and your family – in Fairyland. ■



To be voted on by members at the annual meeting

A Change in the State MH/OSTA Bylaws

At the Annual Meeting on October 16, members will be asked to approve a change to Section 12 of the MH/OSTA Bylaws. The Board recommends amending Section 12.1 to read:

*The Board shall have the power to recognize as a Chapter any local association of mobile or manufactured home owners consisting of **at least 10 Households or 10 percent of the households in the park, whichever is less,** who are Home Owner Members in good standing and who petition the Board of Directors for recognition of the Chapter.*

With members approval, the words in boldface type will be added. ■

News from Lane District

from Jane Capron

Briarwood Mobile Home Park

New officers were elected at a recent meeting of one of our long-established parks in Eugene. Sharing duties as MH/OSTA chair are Katherine Barnes, Nancy Robinson, and Harol Lockhart. Gwen Garey will continue as secretary and Michial VanDeHey will step down from the presidency and continue as treasurer. The board organized a summer get-together and membership drive. Briarwood residents, with the help of OSTA and their Committee of Seven, have actively and successfully negotiated in the past with the corporate owner in California over issues regarding cable charges and requirements to provide liability insurance for residents' private use of the clubhouse, both issues detailed in Oregon Chapter 90.

Fern Ridge Shores Park

In July owners of manufactured homes situated at Fern Ridge Shores R.V. Park met to learn about their rights under ORS Title 10 Chapter 90 and to re-activate their MH/OSTA chapter. Attending to help the District Director explain laws and encourage membership were Nancy Robinson and Katherine Barnes from Briarwood in Eugene. Those attending received a copy of the

Spring OSTA Review. Phil Okesson was elected president, Jim Carroll, vice-president, and Crystal Ashley, secretary. The board will meet in late September to plan a park gathering and membership drive. ■

News from Marion/Polk Counties

from Susan DeLateur

Monmouth Mobile Estates

Nora Eaton at Monmouth Mobile Estates deserves a huge thank you. Because the park has no clubhouse, the meeting June Abbott and I attended this summer was at the Monmouth town library. Nora, currently serving as chair of the tenants' committee, the homeowners group, and the OSTA chapter, also puts out a monthly newsletter in English and Spanish. I urge the residents of Monmouth

Mobile Estates to offer Nora some help. No one can do everything, but with others pitching in, big jobs become not only manageable also can be fun. Call Nora, June, or me if you have questions. And hang in there, Nora!

Salem Greene

After some items were stolen at Salem Greene and individuals were seen in the park who did not appear to belong, the homeowners decided to make their park a more secure place to live by inviting a member of the Marion County Sheriff's Office to speak about implementing a Neighborhood Watch program.

Susan's Warning and Plea to Support MH/OSTA

As a district director, I hear a lot of rumors. One is that we will no longer be getting a 90-day notice

(continued on Page 14)



District Director Susan DeLateur, center, addresses a district meeting at Salem Greene. June Abbott, deputy director, left, and Trudy Kenney, Salem Greene HOA president, also spoke at the meeting.

Marion/Polk

(Continued from Page 13)

of rent increases and another is that a manager may now enter our spaces without any reason at any time. These are rumors at this time, but if MH/OSTA goes away, then Poof! All our rights are gone. And that, ladies and gentlemen, is a FACT. If we want to keep the rights we have, we must keep OSTA.

Please renew your membership each year and become a member if you're reading this and don't yet belong. Your MH/OSTA organization needs your support in order to continue offering protections to you. FACT: Supporting OSTA insures that park residents' rights get established and are maintained. ■

News from Linn/Benton Counties

from Mary Clodfelter

Three Lakes Estates, Albany

After much negotiation the tenant committee met with park managers, Teresa and Terry Everest, and with district manager, John van Adrigem, in a conference room at the local fire Department. "Lack of communication" was discussed on nearly every issue. Residents now hope there will be continuing communication with management.

Because the park has no meeting room of any sort,

everyone hoped the weather would be a pleasant guest at the August potluck. When asked when homeowners could expect to gain a community room, van Adrigem said he would look into the request but could not in good conscience ask owners for a meeting space until Three Lakes had been vandalism-free for over a year. Bottom line? Parents/extended family need to know where children are and what occupies their time. ■

News from Southern Oregon

from Gary Walters

Wingspread MHP

Terry and I recently visited a park in Ashland, Oregon, interested in forming an OSTA chapter. Wingspread MHP is now our newest chapter, and we thank Debrah Stampfil and Nancy Steele for their efforts at promoting OSTA at Wingspread. These new

members wanted to be part of our state organization to learn what is going on in other mobile/manufactured home parks. Our wives went to Ashland with us and we enjoyed a pot luck dinner and meeting people there.

Southern Oregon District Meeting

In August I organized my first Southern Oregon District meeting. People attended from five parks, and Terry was the main speaker. Everybody got to share a lot of ideas and have a good time. Thank you to Myra Lynn chapter for hosting this meeting. I plan to travel to the coast and meet with four chapters there this fall.

Rita Loberger, the Northern District Director, collects calls to MH/OSTA and relays those concerning Southern Oregon to Terry Smith, our state president, and me. We try to answer all questions. Sometimes callers just want someone to listen to their problems. ■



At the recent district meeting for Southern Oregon, Madrone Hill MHP residents Marilyn Huntsly and Betty Reed, listen as Lu Wagner, right, shares ideas based on her many years experience as an OSTA member.

News from Northern Oregon

from Rita Logerberger

Our message center has been receiving a great number of calls these past few weeks, about situations occurring in manufactured home park communities. Many of these situations can be solved through a tenants' grievance committee. Many of you have checked into our website (MH/OSTA) and clicked onto the MH Park Home Owners box. In this section you will find a heading of Committee of Seven help where you can print out a brochure explaining the steps to form such a committee.

This past month both Ken Pryor from Oregon Housing and

Communities Manufactured Communities Resource Center (MCRC) and I have been visiting communities to assist in the organization of Committees of Seven that use mediation and if necessary dispute resolution to solve problems.

Being connected with your neighbors and studying your rights — one way being by studying OSTA "Right2Know" guides — are essential to keeping yourselves from being intimidated. In addition to a Committee of Seven there are many ways to stay connected.

Eldorado MHP, Tigard

In my park we neighbors have a monthly newsletter going out to all park residents, a phone directory, a new-resident welcome committee, a sunshine chairperson who sends cards to ill and bereaved neighbors, an historian who keeps pictures and records of our functions, a monthly function that involves eating and is coordinated by a different volunteer committee each month, a summer Bar-B-Q and pot luck dinners on Friday nights, a monthly 'dine out' for the ladies, Friday night Bingo, and a yearly park-wide garage sale. All these activities involve communication — getting to know your neighbors.

Quail Hollow Manufactured Home Park, Fairview

Willie Carr, who has been president of the OSTA chapter for three years, is resigning the post and looking for someone in the park to take her place. She will continue to encourage membership. The park has many activities besides OSTA including coffees, breakfasts, brunches, potlucks and also helpful activities like blood pressure screenings and spa days. ■

DONATIONS\$

MH/OSTA has received some generous donations during the past six months as we struggle to finance operations in a difficult economy. We know foundations will be impressed at how dedicated our members are, and your help can only encourage them to contribute to our well-being.

In the Spring issue of the OSTA Review we acknowledged a \$500 contribution from Myra Lynne MHP in Medford. Western Carriage MHP in Medford also donated \$500. The largest individual donation came from our former Executive Director, Sue Foster, who gave \$110. Other individuals have sent in extra money with their renewals, amounts ranging from \$5 to \$20. The MH/OSTA Board of Directors matched the donations received in April and May for a total of \$210.

We know that many of our members are struggling, which makes their generosity all the more appreciated. Together we're working hard for the rights and well-being of our friends and neighbors in manufactured home parks.





MH/OSTA
PO BOX 701
SPRINGFIELD, OR 97477

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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!



YES!

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