



VOLUNTEER SPOTLIGHT

Julie Massa



Julie is spending the winter and spring working with CASA and MH/OSTA in an effort to obtain grants to sustain our goals of educating and protecting one another. A graduate of College of the Atlantic in Bar Harbor, Maine, she is currently working on a Master's degree in Public Administration, studying methods of managing non-profit associations.

She and her husband are MH/OSTA members, and she was dedicated enough to our cause to donate a day to wrapping holiday gifts at Border's in Beaverton for tips, which she donated to OSTA. She hopes that next year, many of us will join her in this project in our towns.

Julie studied ecology and wildlife biology in college, working summers as a whale and seabird watch naturalist in the Gulf of Maine. On a recent trip to Gold Beach to assist in a manufactured home park purchase, she spotted four Gray Whales. She loves land birds, also, especially hummers. But her strongest concern is for people and to ensure that everyone has an affordable home and a voice in their government. ■

THE osta **REVIEW**

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Member Benefit Survey Shows Importance of OSTA Review

Julie Massa, a MH/OSTA consultant working on OSTA grants, contacted a sampling of members via e-mail and tabulated the results of her survey about the benefits of membership. Of the 89 people who responded, we were pleased to learn that 90.9% of them regularly read The OSTA Review, where they learn about landlord/tenant law (78.8% of respondents), how to improve conditions in parks (42.4%), discover people in other parks

have similar concerns (50.6%), and get news from communities around the state (72.9%). Over 50% of respondents have had a state board member visit their park to help them organize, answer questions, and provide information. Neighbors helping neighbors is what it's all about. Remember, that board members and district directors can't visit your park unless you invite them. ■

OSTA Chapters Urged to Get on the Bus and Adopt a School

Hardships abound in Oregon, and while many of us suffer the pangs of having to do more with less, one of the groups hardest hit are our schoolchildren. With teacher and staff lay-offs, school closures, budget cuts, and enforced "vacation" days, many of our most vulnerable citizens—our children—are going without such basics as three meals a day, decent shoes that fit, school supplies, and of course those extras like Christmas presents.

In Eugene, SongBrook MHP resident Virginia (Ginny) Iverson, who taught fourth grade for 22 years at Malabon School in the Bethel District, has successfully encouraged residents to help needy children at the school. For several years residents have been donating school supplies each fall from backpacks to pencils which Ginny delivers to the school



Virginia Iverson

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Guidelines to Conducting Your OSTA Meeting

Follow Parliamentary Procedure, the set of rules for conduct at meetings that allows everyone to be heard and to make decisions without confusion. Robert's Rules of Order is the basic handbook of operation for most organizations, including MH/OSTA. The order of business usually includes:

1. Call to order.
2. Roll call of members present.
3. Reading of minutes of last meeting.
4. Officers' reports, including treasurer's report.
5. Committee reports.
6. Special orders – Important business previously designated for consideration at this meeting.
7. Unfinished business.
8. New business.
9. Announcements.
10. Adjournment.

Members express themselves by making motions. A motion is a proposal that the entire membership take action or a stand on an issue. Individual members can:

1. Call to order.
2. Second motions.
3. Debate motions.
4. Vote on motions.

There are four Basic Types of Motions but seldom will you be concerned with anything other than a Main Motion. The purpose of a main motion is to introduce items to the membership for their consideration.

How are Motions Presented?

1. Obtaining the floor
 - a. Wait until the last speaker has finished.
 - b. Rise and address the Chair by saying, "Mr. Chairman" (or "Mr. President") or "Madame Chairwoman" (or "Madame President"). Wait until the Chair recognizes you.
2. Make Your Motion
 - a. Speak in a clear and concise manner.
 - b. Always state a motion affirmatively. Say, "I move that we ..." rather than, "I move that we do not"
 - c. Avoid personalities and stay on your subject.
3. Wait for Someone to Second Your Motion.

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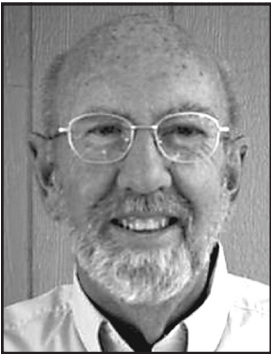
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From the President ...*Terry Smith*

Hello from Yuma, Arizona. Carole and I are once again in Yuma for the winter, enjoying the nice weather. We arrived the 13th of November and will probably stay through the second week of April. I will be absent from four board meetings while I am in Yuma, one in December, and the first 3 months of 2011. Vice-president Gary Walters is chairing the meetings in my absence, and from what I hear doing a very good job. (Gary, don't do too good of a job.)

If you attended the 2010 annual meeting last October, you will probably remember I mentioned that we had gained three new chapters and several new members throughout the 2010 year. Well, since that time we have gained

four more new chapters, and several new members, thanks to the hard work of our District Directors.

I also announced at the annual meeting that director and financial chair Mike Tayloe was resigning and that we were looking for his replacement. Well, hello and welcome to Lori Groves. Lori has volunteered as our new financial chair and started with us in December. Lori lives in west Eugene with her husband Kevin and their three children and is presently working for a CPA firm in Springfield. We thank Lori and Kevin so much for their interest in our organization.

Business for MH/OSTA at this time is going along as usual—very well—which means the Board of Directors, District Directors, and Deputy Directors are working very hard for you, the members, at all times.

The coalition, which we are part of, has been meeting on a regular basis as it prepares a bill to present to the 2011 Legislature. Among the issues being discussed are submetering, conversion of parks to subdivisions, removal of the sunset on the law requiring landlord registration and education, and residents' opportunity to purchase (formerly referred to as "right of first refusal"). Look for more on this bill in the next issue of The OSTA Review. The coalition is a very important, well-accepted, well-recognized organization, working to improve mobile/manufactured home park living. I recently was told the coalition may have done some good things for mobile/manufactured homeowners in the past but has outlived its usefulness. This is so far from the truth. The coalition is still making a difference. We are all working together making a difference. ■

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Legal-Ease

Fixed Term Lease or Month to Month

by Matthew Johnson, Attorney at Law

I recall back in 2000 litigating a case in Deschutes County. It seems a park wanted to get rid of all the old "trailers." About a year before the manager had gone around to all the homes he wanted to get rid of and told those tenants they had to sign a new rental agreement. (Of course they didn't have to, but that is another story.) At the time everyone in the park was on month-to-month rental agreements. The manager failed to point out to anyone that the new agreements were one-year fixed term contracts. (This was before ORS 90.540 & .545.) The manager was very nice and explained they just need to upgrade their records and paper work.

Eight of the nine elderly tenants dutifully signed the new contracts. A year later, they all received eviction notices. Most left quietly, either taking their homes or just abandoning them.

But one contacted me. She said she had never signed a new contract. We went to trial.

The owner produced a signed agreement. My client said she had never seen or signed the contract. They produced a handwriting "expert" who said the signature did not have the obvious signs of a forgery. That was good enough for the judge. The legal assumption is

that having signed it, one has read it and understood it. My client was forced to abandon her home and move in with relatives.

What's the lesson here? First, if you are on a "month-to-month" rental agreement you should never have to or want to sign a fixed term agreement. I call month-to-month agreements forever agreements. They can only be ended by the park for some legitimate cause that in most cases should be curable. Of course you can end them with 30 day notice, not so simple with a fixed term agreement.

Since 2000 the law has changed some. Now, any fixed term agreement must be at least for two years. (90.540) More important, the law now requires the landlord to offer the tenant a new agreement sixty days before the expiration of the previous agreement. While the new agreement must be the same as one offered to new tenants, it does not have to be the same as the old one. The risk there is that the new terms can be ones you may not want or like. The new terms can also include a rent increase. The tenant has thirty days to accept or reject the new agreement, otherwise you're out.

On the other hand, if your landlord fails to submit the

proposed new agreement to you at

least sixty days before the end of the old agreement, it, the old agreement, becomes a month-to-month agreement. None of the other parts of the old agreement change. Of course a month-to-month agreement means the landlord can raise your rent with sixty days notice.

Unfortunately, the law can't change an owner or manager's attitude or way of doing business.

And that brings us to lesson number two: Don't sign any agreement until you have read and understand what's in it. Specifically, don't rely on the person offering it to you to accurately represent what's in. No matter how much you like or trust your owner or manager, your interests and their interests are completely opposite. Remember, once you sign a document you are assumed to have read and understood what is actually in it, even if you were told it said something different. Many owners are known to claim they are interested in the same thing as the tenants, that is, a pleasant, affordable, friendly place to live.



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"Adopt A School"

(Continued from Page 1)

counselor, Sonja Maul. When Ginny asked what else was needed, Ms. Maul suggested a "Shoe Fairy" fund. With donations from individual residents and the weekly pinochle club members at SongBrook and also donations from residents at Daneland MHP, Ms. Maul was able to buy 35 pair of shoes this winter, so that those children going to school in 30-degree weather no longer had to wear flip-flops and shoes that were too small.

Cheryl Brost, SongBrook owner/manager, contacted a local bookstore that provided discounted books, and residents bought and gift-wrapped enough books so that each fourth grader at Malabon received a book. Ginny said that in some cases the book was the only gift that child got for Christmas. Residents also donate food that is easy for children to prepare—soups, peanut butter and crackers, etc.—to be distributed to families for lunches during the two-week holiday break. Since many of the children get both breakfast and lunch at school, some of them would miss a meal if not for the extra food. The results? Ginny says, "The teachers think we're angels! And we often get thank you notes from the children."

Ginny also says, "Wouldn't it be wonderful if other manufactured home parks

What Your Favorite Color Says about You

Green - When you start something, by golly, you finish it. You are a stubborn person.

Yellow - When the sun shines, you feel happy. You look on the positive side of things.

Blue - Relaxing with a book or the TV appeals to you. What's wrong with being a couch potato?

Red - Nothing beats activity. You enjoy stimulation and keeping busy.

Violet - Young at heart, you believe in magical relations and love everlasting.

Gray - Change bothers you. You are a conformist and don't like surprises.

Black - We're sorry you're depressed. Get out in the sun or turn on all the lights.

Brown - You love physical pleasures, but cold showers and early morning jogs aren't pleasures.



These personality traits based on the Lauscher Color Test.

adopted a school?" Briarwood MHP in Eugene is partnering with Danebo School, and the principal, Mari Ford, has several ideas she's discussing with Katherine Barnes and Nancy Robinson, among them donating a raffle basket for the school carnival in May and helping with a "jogathon" in June. Some of the women plan to knit and crochet hats and scarves for the next school year, and one of the school classes is making a basket so Briarwood residents can collect "Box Tops for Education," each coupon worth 10 cents. Briarwood is also going to collect Campbell soup labels for nearby Fairfield School, a school that so

far no park has adopted.

At Gainsborough Earl Koenig and the manager, Jeanne Rosenberg, are working with residents to help students at Howard Elementary. They need white copy paper, pencils, and crayons. At Woodland Park Estates, also in Eugene, Ralph Cook and Jon Van Meter are working with the park manager to get the project organized. Other parks have indicated interest. As soon as a few more parks announce they're ready to go, OSTA will try to find some corporate partners. Contact your district director or Jane Capron if you want your park involved. ■

So You've Got This Committee of Seven — Now What? A Guide For Successful Meetings

Keep written records

Insist that residents write out and sign their grievances. You can promise not to divulge identities, of course. You don't want a later backlash, where someone says, "That wasn't me who complained. I never said that."

Insist that your committee members respect the privacy of those who complain. What goes on in the committee meetings should stay within the committee. The chair might provide an overview to the homeowners, but no names should be mentioned.

Prepare a list of goals based on complaints gathered from residents. Study the complaints, grouping them as much as possible, and ranking them as to importance to all residents. Try to word your list in a positive way, that is, for example, don't say, "The manager should stop being so nasty." Better to say, "We'd like a pleasant relationship between management and residents."

Negotiate with management which of the goals on your written list they will consider. The negotiation will be give and take, involving discussion and no

accusations. For example: one goal might be for the manager and residents to be more pleasant to each other. If management can agree that pleasant working relationships are desirable, then the committee and management can discuss together how to make that possible. Another goal might be to prevent speeding within the park. If management agrees that's a worthwhile goal, everyone can discuss ways to prevent speeding.

Prepare a written list of negotiated goals and suggestions for achieving them for management and committee members to study. If there have to be personal complaints, they should also be offered in writing so that they can be clearly understood by everyone in the meeting (the person being accused needs to have a written copy of the allegation in order to defend him- or herself)

Expect management to respond in writing to the prepared list of goals within 60 days. If the response does not address issues to the committee's satisfaction, contact OSTA and the Ombudsman's office for mediation services. ■

Legal-Ease

(Continued from Page 4)

My experience is that sometimes when an owner is also a resident, that part can be true. We can probably count on one hand the number of parks in the state where the owner lives in the park. Even then, an owner is still interested in things that tenants are not: maximizing profits from the park, keeping a limit on maintenance costs, charging as much in rent as they think they can get, passing on to tenants any and all new costs, doing as little as possible to maintain their income stream. The list goes on and on. Add in a poorly trained manager with a Napoleon complex and you get the point.

The final lesson: Unless you have some very specific reason to enter into a fixed term agreement, eg. you plan to move your home onto you own property in two years, you should avoid them like the plague. A fixed agreement can change radically every two years and you have no recourse. On the other hand, with a month-to-month agreement if the owner wants to make a change in your agreement, they must go through the ORS 90.610 process of notice and afford tenants the opportunity to reject those changes.

I still run into people who believe a fixed term agreement is better. These are always people with experience renting

(continued on Page 12)

TEST YOUR
I.Q.
MHP LAW

True or False? A lease and a rental contract are different.

See the answer on page 14.

RIGHT2KNOW Statute Study Guide

ORS 90.680



(Reprint: Spring 2011 OSTA Review)

90.680 Sale of dwelling or home on rented space; duties and rights of seller, prospective purchase and landlord

ORS 90.680 Verbatim

90.680 Sale of dwelling or home on rented space; duties and rights of seller, prospective purchaser and landlord.

- 1 A landlord may not deny any manufactured dwelling or floating home space tenant the right to sell a manufactured dwelling or floating home on a rented space or require the tenant to remove the dwelling or home from the space solely on the basis of the sale.
- 2 The landlord may not exact a commission or fee for the sale of a manufactured dwelling or floating home on a rented space unless the landlord has acted as agent for the seller pursuant to written contract.
- 3 The landlord may not deny the tenant the right to place a "for sale" sign on or in a manufactured dwelling or floating home owned by the tenant. The size, placement and character of such signs shall be subject to reasonable rules of the landlord.
- 4 If the prospective purchaser of a manufactured dwelling or floating home desires to leave the dwelling or home on the rented space and become a tenant, the landlord may require in the rental agreement:
 - (a) Except when a termination or abandonment occurs, that a tenant give not more than 10 days notice in writing prior to the sale of the dwelling or home on a rented space;
 - (b) That prior to the sale, the prospective purchaser submit to the landlord a complete and accurate written application for occupancy of the dwelling or home as a tenant after the sale is finalized and that a prospective purchaser may not occupy the dwelling or home until after the prospective purchaser is accepted by the landlord as a tenant;

ORS 90.680 Study Notes

Subsection (1) establishes that the owner of a manufactured home who wants to sell it has the right to do so despite anything a landlord may say to the contrary. The tenant/resident cannot be told he or she has to remove the home from the rented space because of a wish to sell the house.

Subsection (2) explains that only if the landlord is acting as the agent for the homeowner can he charge a fee for the sale of the house and only then if there is a written agreement or contract.

Subsection (3) allows the resident the right to place a "for sale" sign on the house. The landlord can say how big the sign can be, where it can be placed, and approve the wording, as long as the requirements are "reasonable" and probably spelled out in the written rules and regulations.

Subsection (4) lists some of the requirements the landlord can require of the prospective buyer, if the buyer wishes to leave the home on the space and become a resident of the park:

- (a) As long as the seller (the resident) hasn't been evicted or hasn't abandoned the house, the seller needs to give 10 days' written notice to the landlord that he intends to sell;
-
-

- (b) Prior to the sale and prior to moving in, the prospective purchaser has to fill out a complete and accurate written application and be accepted by the landlord in order to live in the park;
-
-

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 90.680 Verbatim (continued)

- (c) That a tenant give notice to any lienholder, prospective purchaser or person licensed to sell dwellings or homes of the requirements of paragraphs (b) and (d) of this subsection, the location of all properly functioning smoke alarms and any other rules and regulations of the facility such as those described in ORS 90.510 (5)(b), (f), (h) and (i); and
- (d) If the sale is not by a lienholder, that the prospective purchaser pay in full all rents, fees, deposits or charges owed by the tenant as authorized under ORS 90.140 and the rental agreement, prior to the landlord's acceptance of the prospective purchaser as a tenant.
- 5 If a landlord requires a prospective purchaser to submit an application for occupancy as a tenant under subsection (4) of this section, at the time that the landlord gives the prospective purchaser an application the landlord shall also give the prospective purchaser copies of the statement of policy, the rental agreement and the facility rules and regulations, including any conditions imposed on a subsequent sale, all as provided by ORS 90.510. The terms of the statement, rental agreement and rules and regulations need not be the same as those in the selling tenant's statement, rental agreement and rules and regulations.
- 6 The following apply if a landlord receives an application for tenancy from a prospective purchaser under subsection (4) of this section:
- (a) The landlord shall accept or reject the prospective purchaser's application within seven days following the day the landlord receives a complete and accurate written application. An application is not complete until the prospective purchaser pays any required applicant screening charge and provides the landlord with all information and documentation, including any financial data and references, required by the landlord pursuant to ORS 90.510 (5)(h). The landlord and the prospective purchaser may agree to a longer time period for the landlord to evaluate the prospective purchaser's application or to allow the prospective purchaser to address any failure to meet the landlord's screening or admission criteria. If a tenant has not previously given the landlord the 10 days notice required under subsection (4)(a) of this section, the period provided for the landlord to accept or reject a complete and accurate written application is extended to 10 days.
- (b) The landlord may not unreasonably reject a prospective purchaser as a tenant. Reasonable cause for rejection includes, but is not

ORS 90.680 Study Notes (continued)

- (c) The seller has to notify any lienholder, the prospective purchaser or person licensed to sell the home about the requirements of this subsection plus the location of all properly functioning smoke alarms, the federal fair-housing age classification, improvements that the tenant should make to the space including landscaping, any conditions having to do with pets, the number of occupants, screening of applicants, and acceptance of the fact that the house cannot be sold until the new tenant has been accepted.
- (d) The prospective buyer must pay in full all rents, fees, deposits or charges owed before being accepted by the landlord.

Subsection (5) explains that when the prospective purchaser turns in his application to buy the house and become a resident of the park, the landlord must give him or her copies of the statement of policy, the rental agreement, and the rules and regulations. The rules need not be the same ones the seller had been living with.

Subsection (6) says the landlord will accept or reject the buyer's application to become a resident within seven days after receiving the completed application and all fees. If the seller didn't give the landlord the 10-day's notice of moving, the landlord can take 10 days to accept or reject the new buyer. The landlord and the buyer can agree to a longer period. The landlord may not unreasonably reject a buyer as a resident. The landlord needs to provide to the seller and to the buyer a written statement of reasons for rejection of a buyer, but if the rejection is for a bad credit report, the landlord tells only the prospective buyer, not the seller of the home.

ORS 90.680 Verbatim (continued)

- (a) Reject an application for tenancy from a prospective purchaser of an existing dwelling or home on a rented space within a facility; or
- (b) Require a prospective purchaser of an existing dwelling or home on a rented space within a facility to remove the dwelling or home from the rented space.
- 9 A tenant who has received a notice pursuant to ORS 90.632 may sell the tenant's dwelling or home in compliance with this section during the notice period. The tenant shall provide a prospective purchaser with a copy of any outstanding notice given pursuant to ORS 90.632 prior to a sale. The landlord may also give any prospective purchaser a copy of any such notice. The landlord may require as a condition of tenancy that a prospective purchaser who desires to leave the dwelling or home on the rented space and become a tenant must comply with the notice within the notice period consistent with ORS 90.632. If the tenancy has been terminated pursuant to ORS 90.632, or the notice period provided in ORS 90.632 has expired without a correction of cause or extension of time to correct, a prospective purchaser does not have a right to leave the dwelling or home on the rented space and become a tenant.
- 10 Except as provided by subsection (9) of this section, after a tenancy has ended and during the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell the tenant's dwelling or home to a purchaser who wishes to leave the dwelling or home on the rented space and become a tenant as provided by this section, if the former tenant makes timely periodic payment of all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or home and the rented space on which it is stored and enters the premises only with the written permission of the landlord. Payment of the storage charges or maintenance of the dwelling or home and the space does not create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417. A former tenant may not enter the premises without the written permission of the landlord, including entry to maintain the dwelling or home or the space or to facilitate a sale. [Formerly 91.890; 1991 c.844 §14; 1993 c.580 §6; 1997 c.577 §27c; 1999 c.676 §25; 1999 c.820 §2; 2003 c.658 §9; 2005 c.22 §68; 2007 c.906 §35]

ORS 90.680 Study Notes (continued)

Subsection (9) says that if the landlord has given the resident/seller a notice under ORS 90.632 requiring repairs to the home, the resident still may sell the home during the notice period, pursuant to the provisions of this section, but any buyer seeking to become a resident must make the required repairs first.

Subsection (10) provides that a former resident who has left his or her home on the space as abandoned property under ORS 90.675 may still sell the home pursuant to this section during the abandoned property period, but must also pay monthly storage charges (space rent) and maintain the space and may not enter the park except with the landlord's permission.

Kids' Space

A Word to Play With - Onomatopoeia

An onomatopoeia is a type of word that sounds like the thing it is describing.

It's also fun to say: **on-a-mahta-pee-a.**

Match these sentences to the onomatopoeia that describes them.

A plate being dropped on the floor.	TINKLE
A balloon being burst.	SMASH
Someone eating potato chips.	GROWL
A light being switched on.	POP
A fierce dog.	CRUNCH
A small bell being rung.	CLICK

Try putting the onomatopoeias into sentences.

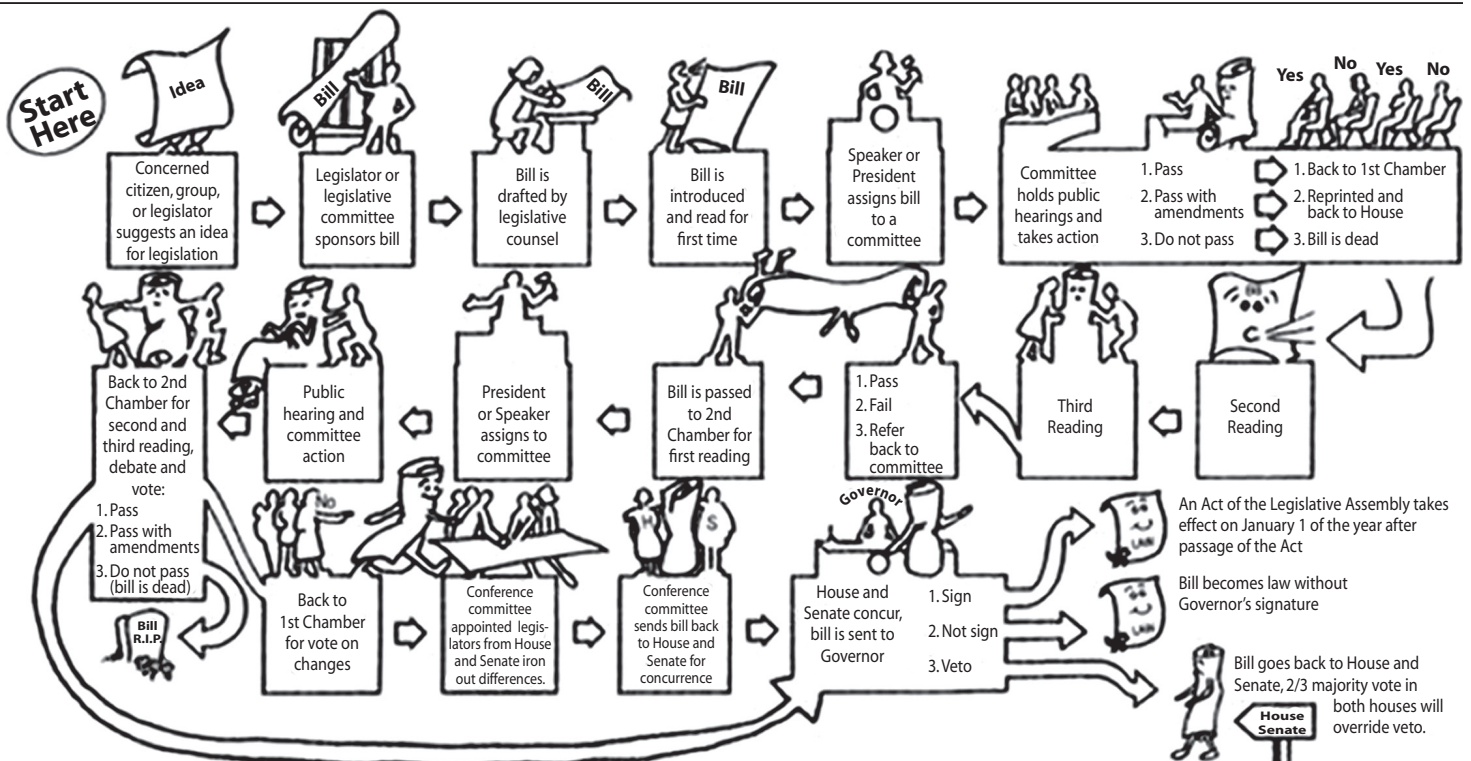
They might sound like a poem!

Can you think of any more onomatopoeias?

Ask five people all different ages to add the last two numbers of the year they were born to the age they will be their next birthday. For example, if you were born in 1998 and will be 13 this year, add 98 and 13. You'll be surprised at the five answers!

How an Idea Becomes Law

A simple View of the Oregon Legislative Process



This Old Mobile Home *by Jim Sultz*

Because of a copper shortage in the mid-1960s, many mobile homes built between 1964 and 1973 were wired with aluminum wiring. This sounded like a good idea and saved the manufacturers a lot of money at the time, but soon problems started to occur. Over time the wire that connects to the screw on an outlet or switch will actually shrink away from the screw, producing an arcing effect. This causes the wire to get hot and possibly burn the protective insulation from the wire.

Most homes that haven't already had a problem probably won't, but if you have had past problems, they will probably continue into the future. Things to look for are a light or outlet that stops working, a wall around an outlet or switch that is hot or burned, flickering lights, or sparks coming from an outlet.

If you have a problem, don't panic! There are solutions that don't require re-wiring your whole house. For \$15-\$20 an electrician can "pigtail" a six-inch copper wire between the aluminum wire and the outlet or switch. He might instead install outlets and switches designed to be used with aluminum wire.

To check to see if you have aluminum wiring or not, shut off

your electricity, pull the faceplate cover off of an outlet. The wires that are connected to the outlet will either be aluminum or copper in color to match the metal they're made of. ■

Ed.'s note: Jim Sultz owns Pacific Mobile Home Supply in Central Point, Oregon.

To see his online catalog, go to www.pacificmobilehomesupply.com.

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Jim Sultz 5296 Crater Lake Ave., Ste. 101
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News from Lane County

from Jane Capron

At our recent district meeting we were happy to have representatives attending from Bella Casa in Pleasant Hill, Summer Oaks, Gainsborough, Daneland, Woodland Park, Briarwood, and SongBrook in Eugene. We missed seeing friends from other parks and hope they will be in contact soon, particularly since we want them to get to know Jon Van Meter, Lane Deputy Director, and become involved in our pilot project, Adopt-a-School. Thank yous to Jane Mickus, SongBrook chapter president, for hosting and tending the coffeepot and to "the boys" who took down tables and chairs. ■

Exercise Your Brain Puzzle Translation:

We are stronger together than we are alone. Get a neighbor to join OSTAI!

Legal-Ease *(Continued from Page 6)*

apartments or stick houses and they are familiar with the thirty-day, or now in many cases sixty-day, no cause notice. Of course a fixed term contract can protect you against a no cause eviction, but there is no such thing as a "no cause notice" in manufactured home parks. Still sometimes it is hard to teach an old dog new tricks.

Here's my last thought: Unless you have a current, as in unexpired, fixed term rental agreement, you never have to sign

a new agreement unless you want to change something.

Recently the most common ploy I've heard is this, we lost or don't have a copy of your old agreement so you need to sign a new one. Don't fall for it. Remember, if we don't stand together, we fall apart. ■

Ed.'s note: Matthew Johnson is a Eugene attorney specializing in Tenant-Landlord matters. His contact information is in the directory on page 2 of this issue.

News from Northern Oregon

from Rita Loburger

Flood Damage Report:

Longview Hills in Newport, a 180-unit manufactured home park featuring a 99-year lease for some, has had its share of water woes this winter from heavy rains. Two of the homes in the park nearly fell into a 50-foot deep, 100-foot wide hole, which the management is filling with rocks and dirt to build up the slipping ground. Some homes are being moved to safer ground. We wish them all well and thank the owners for caring for their residents. The photos of the damage at www.newslincolncounty.com (type "Longview Hills" in the search bar) are horrifying. Luckily no

one was hurt.

Once a month I speak with fellow MHOAA (the national organization of manufactured home owners) representatives in the western states. Our last conference call included Idaho, Washington, Utah, California, and Oregon and was, in great part, about upcoming legislation. We are very lucky here in Oregon to have had Pat and Fred Schwoch work so hard for us. Colorado, for example, is just beginning to form a state organization and Idaho is floundering and requesting assistance. I will continue to report on the work of the organization. ■

At the annual OSTA meeting auction, Judy Greer-Hessey from Falcon Wood Village in Eugene bought a portrait of her pet. Here she is seen with the finished product completed by artist Chris Cross, husband of board member Andr   Tremoulet.



Bouncing Some Suggestions to You All

Ed.'s note: Phyllis Reinemer is editor of the Oceanview newsletter, "Notes & Nonsense." In a recent issue she listed some uses for dryer sheets that were recommended by Bounce. We here at the OSTA Review haven't tried any of these home remedies yet, but if they work, let us know.

The U.S. Postal Service recommends mail carriers keep a dryer sheet in a pocket to discourage yellow jackets and bees. Dryer sheets will also discourage ants, mice, and mosquitoes. Wipe soap scum from shower doors with dryer sheets. Dust TV screens with them. Run a threaded sewing needle through a sheet to prevent your thread from tangling. Store suitcases with a dryer sheet inside. Rub upholstered furniture with a dryer sheet to collect cat hair. Eliminate dust and static electricity from mini-blinds by dusting with a dryer sheet. ■

News from Southern Oregon

from Gary Walters

New chapters chartered this winter include Timber Estates. Harry Hurst was elected president and Donna Donahue, secretary. They were at a district meeting at Oceanview in Harbor, Oregon, and met members from Sunset View Mobile Park, Emerald Estates, and Oceanview. Hosting the meeting was Oceanview president Rose Arvidson. I swore in officers at Leisure Days Park in Shady Cove in February. It's a pleasure to meet so many nice people living in Southern Oregon parks, including my neighbors at



Rose Arvidson, new South Coast Deputy Director, left, shown with Gary Walters, District Director, and Phyllis Reinemer, chapter secretary, hosted a southern district meeting.

Myra Lynne MHP. We get a discount price for a Mercy Flights Ambulance & Air Service Group Plan for residents. ■

Mr. Fix-It Answers Your Questions

Pruning Roses



Q: *My rosebushes are scraggly and overgrown. What should I do to make them beautiful again?*

A: To encourage new growth and blooms, you need to remove dead wood, improve air circulation, and shape the plant. You'll need pruners, long-handled loppers, and thick gloves and a heavy shirt to protect your arms from thorns. Many gardeners in the Willamette Valley choose Presidents' Day as the time to prune roses. That's about the time buds start to swell on the plants.

Follow these guidelines for best results and gorgeous roses this summer:

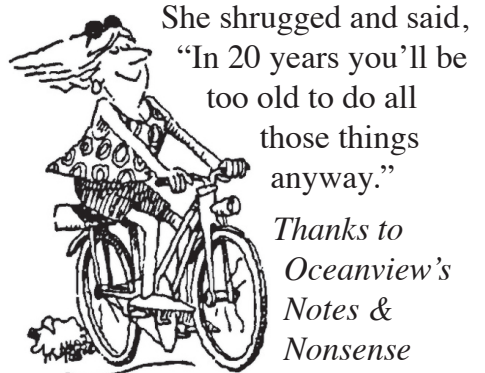
- Use clean, sharp tools.
- Look at the overall plant, but begin pruning from the base of the plant.
- Prune to open the center of the plant to light and air circulation.
- Make your cuts at a 45-degree angle, about 1/4 inch above a bud that is facing toward the outside of the plant.
- Make sure it is a clean cut (not ragged).
- Remove all broken, dead, dying or diseased wood (any branches that look dry, shriveled, or black, and cut until the inside of the cane is white).
- Remove any weak or twiggy branches thinner than a pencil.
- Remove sucker growth below the graft and any dead foliage.

Coalition Connection

A full report on the coalition bill will be included in the June OSTA Review. The bill is currently being amended. Hearings begin later in March, so we haven't information at this time. See the Winter issue (the last issue) to review subjects being considered. ■

Is This Funny?

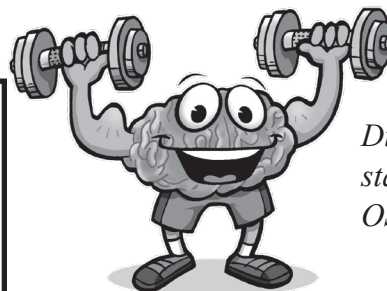
Out bicycling one day with my eight-year-old granddaughter, I got a little wistful and said, "In 10 years you'll want to be with your friends and you won't go walking, biking, and swimming with me like you do now."



TEST YOUR
I.Q.
MHP LAW

from page 6

residential rental contract are all synonymous. Some people use "lease" to indicate a fixed term agreement, but in this context a rental agreement can be for a fixed term, and you can refer to your forever month-to-month agreement as a lease. Whatever terms you use, the landlord is probably letting out the property for compensation.



See the
translation
on page 12.

Exercise Your Brain

Directions: Each letter in the puzzle that follows stands for another letter; for instance RZPG is OSTA. The most commonly used letter is "E."

LN GBN ZPBRYTNB

PRTNPVNB PVGY LN GBN GDRYN.

TNP G YNKTVMRB PR CRKY RZPGI

Guidelines *(Continued from Page 2)*

4. Another member will second your motion or the Chair will call for a second.
5. If there is no second to your motion, it is lost.
6. The Chair States Your Motion
 - a. The Chair will say, "It has been moved and seconded that we ..." Thus placing your motion before the membership for consideration and action.
 - b. The membership then either debates your motion, or may move directly to a vote.
 - c. Once your motion is presented to the membership by the chair it becomes "assembly property" and cannot be changed by you without the consent of the members.
7. Expanding on Your Motion
 - a. The time for you to speak in favor of your motion is at this point in time, rather than at the time you present it.
 - b. The mover is always allowed to speak first.
 - c. All comments and debate must be directed to the chair.
 - d. Keep to the time limit for speaking that has been established.
 - e. The mover may speak again only after other speakers are finished, unless called upon by the Chair.

8. Putting the Question to the Membership
 - a. The Chair asks, "Are you ready to vote on the question?"
 - b. If there is no more discussion, a vote is taken.

Voting on a Motion:

The method of vote on any motion depends on the situation and the by-laws of policy of your organization. There are five methods used to vote by most organizations, they are:

1. By Voice — The Chair asks those in favor to say, "aye", those opposed to say "no". Any member may move for an exact count.
2. By Roll Call — Each member answers "yes" or "no" as his name is called. This method is used when a record of each person's vote is required.
3. By General Consent — When a motion is not likely to be opposed, the Chair says, "if there is no objection ..." The membership shows agreement by their silence, however if one member says, "I object," the item must be put to a vote.
4. By Division — This is a slight verification of a voice vote. It does not require a count unless the chair so desires. Members raise their hands or stand.
5. By Ballot — Members write their vote on a slip of paper;

this method is used when secrecy is desired.

There are two other motions that are commonly used that relate to voting.

1. Motion to Table — This motion is often used in the attempt to "kill" a motion. The option is always present, however, to "take from the table" for reconsideration by the membership.
2. Motion to Postpone Indefinitely — This is often used as a means of parliamentary strategy and allows opponents of a motion to test their strength without an actual vote being taken. Also, debate is once again open on the main motion.

Parliamentary Procedure is the best way to get things done at your meetings. But, it will only work if you use it properly.

1. Allow motions that are in order.
2. Have members obtain the floor properly.
3. Speak clearly and concisely.
4. Obey the rules of debate.

Most importantly, BE COURTEOUS. *[Note: Chapters may adopt any or all of these suggestions as fit their needs. The state MH/OSTA organization does not dictate how chapters should run their meetings, but we do encourage courtesy.]* ■



**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!



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.)

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PO BOX 701
SPRINGFIELD, OR 97477**