

**PROPOSED AMENDMENTS TO
HOUSE BILL 4038**

1 On page 1 of the printed bill, line 2, after “provisions;” delete the rest
2 of the line and line 3 and insert “amending ORS 90.100, 90.760, 90.800, 90.810,
3 90.815, 90.820, 90.830, 205.246, 456.579 and 456.581 and sections 6 and 9, chap-
4 ter 826, Oregon Laws 2005; and prescribing an effective date.”.

5 Delete lines 5 through 30 and delete pages 2 through 7 and insert:

6 **“SECTION 1. (1) An owner of a manufactured dwelling park shall**
7 **give written notice of the owner’s interest in selling the park before**
8 **the owner markets the park for sale or when the owner receives an**
9 **offer to purchase that the owner intends to consider, whichever occurs**
10 **first.**

11 **“(2) The owner shall give the notice required by subsection (1) of**
12 **this section to:**

13 **“(a) All tenants of the park; or**

14 **“(b) A tenant committee, if there is an existing committee of ten-**
15 **ants formed, in whole or in part, for the purpose of purchasing the**
16 **park and with which the owner has met in the 12-month period im-**
17 **mediately before delivery of the notice.**

18 **“(3) The owner shall also give the notice required by subsection (1)**
19 **of this section to the Office of Manufactured Dwelling Park Commu-**
20 **nity Relations of the Housing and Community Services Department.**

21 **“(4) The notice must include the following:**

22 **“(a) The owner is considering selling the park.**

1 **“(b) The tenants have an opportunity to compete to purchase the**
2 **park.**

3 **“(c) In order to compete to purchase the park, within 10 days after**
4 **delivery of the notice, the tenants must notify the owner in writing**
5 **of:**

6 **“(A) The tenants’ interest in competing to purchase the park; and**

7 **“(B) The name and contact information of a representative of the**
8 **tenants with whom the owner may communicate about the purchase.**

9 **“(d) The tenants may request financial information described in**
10 **section 2 (2) of this 2014 Act from the owner within the 10-day period.**

11 **“(e) Information about purchasing a manufactured dwelling park**
12 **is available from the Office of Manufactured Dwelling Park Commu-**
13 **nity Relations of the Housing and Community Services Department.**

14 **“SECTION 2. (1) Within 10 days after delivery of the notice de-**
15 **scribed in section 1 of this 2014 Act, if the tenants choose to compete**
16 **to purchase the manufactured dwelling park in which the tenants re-**
17 **side, the tenants must notify the owner in writing of:**

18 **“(a) The tenants’ interest in competing to purchase the park; and**

19 **“(b) The name and contact information of a representative of the**
20 **tenants with whom the owner may communicate about the purchase.**

21 **“(2) During the 10-day period, in order to perform a due diligence**
22 **evaluation of the opportunity to compete to purchase the park, the**
23 **tenants may make a written request for the kind of financial infor-**
24 **mation that a seller of a park would customarily provide to a pro-**
25 **spective purchaser.**

26 **“(3) Of the financial information described in subsection (2) of this**
27 **section, the owner shall provide the following information within**
28 **seven days after delivery of the tenants’ request for the information:**

29 **“(a) The asking price, if any, for the park;**

30 **“(b) The total income collected from the park and related profit**

1 centers, including storage and laundry, in the 12-month period imme-
2 diately before delivery of the notice required by section 1 of this 2014
3 Act;

4 “(c) The cost of all utilities for the park that were paid by the owner
5 in the 12-month period immediately before delivery of the notice re-
6 quired by section 1 of this 2014 Act;

7 “(d) The annual cost of all insurance policies for the park that were
8 paid by the owner, as shown by the most recent premium;

9 “(e) The number of homes in the park owned by the owner; and

10 “(f) The number of vacant spaces and homes in the park.

11 “(4) The owner may:

12 “(a) Designate all or part of the financial information provided
13 pursuant to this section as confidential.

14 “(b) If the owner designates financial information as confidential,
15 establish, in cooperation with the tenants’ representative, a list of
16 persons with whom the tenants may share the information, including
17 any of the following persons that are either seeking to purchase the
18 park on behalf of the tenants or assisting the tenants in evaluating
19 or purchasing the park:

20 “(A) A nonprofit organization or a housing authority.

21 “(B) An attorney or other licensed professional or adviser.

22 “(C) A financial institution.

23 “(c) Require that persons authorized to receive the confidential in-
24 formation:

25 “(A) Sign a confidentiality agreement before receiving the infor-
26 mation;

27 “(B) Refrain from copying any of the information; and

28 “(C) Return the information to the owner when the negotiations to
29 purchase the park are completed or terminated.

30 “(5) Within 15 days after delivery of the financial information de-

1 scribed in subsection (3) of this section, if the tenants choose to con-
2 tinue competing to purchase the park, the tenants must:

3 “(a) Form a corporate entity capable of purchasing real property
4 or associate with a nonprofit corporation or housing authority that is
5 capable of purchasing real property or that is advising the tenants
6 about purchasing the park in which the tenants reside.

7 “(b) Submit to the owner a written offer to purchase the park, in
8 the form of a proposed purchase and sale agreement, and either a copy
9 of the articles of incorporation of the corporate entity or other evi-
10 dence of the legal capacity of the corporate entity to purchase real
11 property.

12 “(6)(a) The owner may accept the offer to purchase in the tenants’
13 purchase and sale agreement, reject the offer or submit a counteroffer.

14 “(b) If the parties reach agreement on the purchase, the purchase
15 and sale agreement must specify the price, due diligence duties,
16 schedules, timelines, conditions and any extensions.

17 “(c) If the tenants do not act as required within the time periods
18 described in this section and section 1 of this 2014 Act, or if the parties
19 do not reach agreement on a purchase, the owner is not obligated to
20 take additional action under sections 1 to 5 of this 2014 Act.

21 **“SECTION 3. (1) During the process described in sections 1 to 5 of**
22 **this 2014 Act, the parties shall act in a commercially reasonable man-**
23 **ner.**

24 “(2) Except as provided in section 4 of this 2014 Act, before selling
25 a manufactured dwelling park to an entity that is not formed by or
26 associated with the tenants, the owner of the park must give the no-
27 tice required by section 1 of this 2014 Act and comply with the re-
28 quirements of section 2 of this 2014 Act.

29 “(3) A minor error in providing the notice required by section 1 of
30 this 2014 Act or in providing the financial information required by

1 section 2 of this 2014 Act does not prevent the owner from selling the
2 park to an entity that is not formed by or associated with the tenants
3 and does not cause the owner to be liable to the tenants for damages
4 or a penalty.

5 “(4) During the process described in sections 1 to 5 of this 2014 Act,
6 the owner may seek, or negotiate with, potential purchasers other
7 than the tenants or an entity formed by or associated with the ten-
8 ants.

9 “(5) If the owner does not comply with requirements of this section
10 and sections 1 and 2 of this 2014 Act, in a substantial way that prevents
11 the tenants from competing to purchase the park, the tenants may:

12 “(a) Obtain injunctive relief to prevent a sale or transfer to an en-
13 tity that is not formed by or associated with the tenants when the
14 owner has not caused an affidavit to be recorded before the sale or
15 transfer pursuant to section 5 of this 2014 Act.

16 “(b) Recover actual damages or twice the rent from the owner for
17 each tenant, whichever is greater.

18 “(6) The Office of Manufactured Dwelling Park Community Re-
19 lations of the Housing and Community Services Department shall
20 prepare and make available information for tenants about purchasing
21 a manufactured dwelling park.

22 “SECTION 4. (1) With regard to a sale or transfer of a manufac-
23 tured dwelling park, sections 1, 2 and 3 of this 2014 Act do not apply
24 to:

25 “(a) Any sale or transfer to an individual who would be included
26 within the table of descent and distribution if the owner of the man-
27 ufactured dwelling park were to die intestate.

28 “(b) Any transfer by gift, devise or operation of law.

29 “(c) Any transfer by a corporation to an affiliate.

30 “(d) Any transfer by a partnership to any of its partners.

1 “(e) Any conveyance of an interest in a park incidental to the fi-
2 nancing of the park.

3 “(f) Any conveyance resulting from the foreclosure of a mortgage,
4 deed of trust or other instrument encumbering a park or any deed
5 given in lieu of a foreclosure.

6 “(g) Any sale or transfer between or among joint tenants or tenants
7 in common owning a park.

8 “(h) Any sale or transfer in which the park satisfies the purchaser’s
9 requirement to make a like-kind exchange under section 1031 of the
10 Internal Revenue Code.

11 “(i) Any purchase of a park by a governmental entity under the
12 entity’s powers of eminent domain.

13 “(j) Any transfer to a charitable trust.

14 “(2) As used in this section, ‘affiliate’ means any shareholder of the
15 transferring corporation, any corporation or entity owned or con-
16 trolled, directly or indirectly, by the transferring corporation or any
17 other corporation or entity owned or controlled, directly or indirectly,
18 by any shareholder of the transferring corporation.

19 “SECTION 5. (1) A manufactured dwelling park owner may present
20 for recordation, in the County Clerk Lien Record of the county in
21 which the manufactured dwelling park is located, an affidavit in which
22 the owner certifies that:

23 “(a) The owner has complied with the requirements of sections 1, 2
24 and 3 of this 2014 Act with reference to an offer by the owner for the
25 sale or transfer of the park.

26 “(b) The owner has complied with the requirements of sections 1, 2
27 and 3 of this 2014 Act with reference to an offer received by the owner
28 for the purchase or transfer of the park or to a counteroffer the owner
29 has made or intends to make.

30 “(c) The owner has not entered into a contract for the sale or

1 transfer of the park to an entity formed by or associated with the
2 tenants.

3 “(d) Sections 1, 2 and 3 of this 2014 Act do not apply to a particular
4 sale or transfer of the park pursuant to section 4 of this 2014 Act.

5 “(2) The following parties have an absolute right to rely on the
6 truth and accuracy of all statements appearing in the affidavit and are
7 not obligated to inquire further as to any matter or fact relating to
8 the owner’s compliance with sections 1, 2 and 3 of this 2014 Act:

9 “(a) A party that acquires an interest in a park.

10 “(b) A title insurance company, or an attorney, that prepares, fur-
11 nishes or examines evidence of title.

12 “(3) The purpose and intention of this section is to preserve the
13 marketability of title to parks. Accordingly, the provisions of this
14 section must be liberally construed in order that all persons may rely
15 on the record title to parks.

16 “SECTION 6. ORS 90.760 is amended to read:

17 “90.760. (1) A tenants’ association or a [*facility*] **marina** purchase associ-
18 ation may give written notice to the landlord of a [*facility*] **marina** in which
19 some or all of the members of the [*associations*] **association** reside as tenants
20 requesting that the [*associations*] **association** be notified, by first class mail
21 to no more than three specified persons and addresses for each association,
22 in the event the [*facility*] **marina** becomes subject to a listing agreement for
23 the sale of all or part of the [*facility*] **marina**.

24 “(2) If an association requests notice pursuant to subsection (1) of this
25 section, the landlord shall give written notice to the persons and addresses
26 designated in the request as soon as all or any portion of the [*facility*]
27 **marina** becomes subject to a listing agreement entered into by or on behalf
28 of the owner.

29 “SECTION 7. ORS 90.800 is amended to read:

30 “90.800. (1) The State of Oregon encourages affordable housing options for

1 all Oregonians. One housing alternative chosen by many Oregonians is fa-
2 cility living. The Legislative Assembly finds that many facility [*residents*]
3 **tenants** would like to join together, **alone or in cooperation with an as-**
4 **sociated entity**, to purchase the facility in which [*they*] **the tenants** live
5 in order to have greater control over the costs and environment of their
6 housing. The Legislative Assembly also finds that current market conditions
7 place [*residents*] **tenants** at a disadvantage with other potential investors in
8 the purchase of facilities.

9 “(2) It is the policy of the State of Oregon to encourage facility
10 [*residents*] **tenants** to participate in the housing marketplace by [*insuring*]
11 **ensuring** that technical assistance, financing opportunities, notice of sale
12 of facilities and the option to purchase facilities are made available to [*res-*
13 *idents*] **tenants** who choose to participate in the purchase of a facility.

14 “(3) The purpose of ORS [*90.100, 90.630, 90.760,*] 90.800 to 90.840, 308.905,
15 [*446.003,*] 456.579 and 456.581 is to strengthen the private housing market in
16 Oregon by encouraging all Oregonians to have the ability to participate in
17 the purchase of housing of their choice.

18 “**SECTION 8.** ORS 90.810 is amended to read:

19 “90.810. (1) A [*facility*] **marina** owner shall notify, as described in ORS
20 90.760, the tenants’ association and a [*facility*] **marina** purchase association
21 within 10 days of receipt of:

22 “(a) Any written offer received by the owner or agent of the owner to
23 purchase the [*facility which*] **marina that** the owner intends to consider; or

24 “(b) Any listing agreement entered into, by the owner or agent of the
25 owner, to effect the sale of the [*facility*] **marina.**

26 “(2) The notice required by subsection (1) of this section shall be mailed
27 to any association and [*facility*] **marina** purchase association.

28 “**SECTION 9.** ORS 90.815 is amended to read:

29 “90.815. A [*facility*] **marina** purchase association shall comply with the
30 provisions of ORS chapters 60, 62 and 65 before making the offer provided

1 for under ORS 90.820.

2 **“SECTION 10.** ORS 90.820 is amended to read:

3 “90.820. (1) Within 14 days of delivery by or on behalf of the [facility]
4 **marina** owner of the notice required by ORS 90.760 (2) or 90.810, a tenants’
5 association or [facility] **marina** purchase association may notify the owner
6 of the [facility] **marina** in which the tenants reside by certified mail or
7 personal service at the address disclosed to the tenants under ORS 90.305
8 (1)(a) that the association, or a tenants’ association supported nonprofit or-
9 ganization, is interested in purchasing the [facility] **marina**.

10 “(2) Upon delivery of the notice required by subsection (1) of this section,
11 the [facility] owner shall negotiate in good faith with the association or or-
12 ganization and provide the association or organization an opportunity to
13 purchase the [facility] **marina** as the owner would any bona fide third party
14 potential purchaser. During the 14-day period following the delivery of a
15 notice to the [facility] owner under subsection (1) of this section, the tenants’
16 association, [facility] **marina** purchase association or tenants’ association
17 supported nonprofit organization has a right of first refusal for any offer or
18 agreement by the [facility] owner to sell the [facility] **marina**.

19 “(3) A [facility] **marina** purchase association or tenants’ association ac-
20 tively involved in negotiations with [a facility] **an** owner may waive or re-
21 duce the time periods for notice described in this section. A [facility] **marina**
22 purchase association or tenants’ association may authorize a tenants’ asso-
23 ciation supported nonprofit organization to waive notice on behalf of the
24 association.

25 “(4) This section, ORS 90.760 (2) and 90.810 do not apply to:

26 “(a) Any sale or transfer to a person who would be included within the
27 table of descent and distribution if the [facility] owner were to die intestate.

28 “(b) Any transfer by gift, devise or operation of law.

29 “(c) Any transfer by a corporation to an affiliate. As used in this para-
30 graph, ‘affiliate’ means any shareholder of the transferring corporation, any

1 corporation or entity owned or controlled, directly or indirectly, by the
2 transferring corporation or any other corporation or entity owned or con-
3 trolled, directly or indirectly, by any shareholder of the transferring corpo-
4 ration.

5 “(d) Any transfer by a partnership to any of its partners.

6 “(e) Any conveyance of an interest in a *[facility]* **marina** incidental to the
7 financing of the *[facility]* **marina**.

8 “(f) Any conveyance resulting from the foreclosure of a mortgage, deed
9 of trust or other instrument encumbering a *[facility]* **marina** or any deed
10 given in lieu of a foreclosure.

11 “(g) Any sale or transfer between or among joint tenants or tenants in
12 common owning a *[facility]* **marina**.

13 “(h) Any exchange of a *[facility]* **marina** for other real property, whether
14 or not the exchange also involves the payment of cash or other boot.

15 “(i) *[The]* **Any** purchase of a *[facility]* **marina** by a governmental entity
16 under that entity’s powers of eminent domain.

17 **“SECTION 11.** ORS 90.830 is amended to read:

18 “90.830. (1) A *[facility]* **marina** owner may at any time record, in the
19 County Clerk Lien Record of the county where *[a facility]* **the marina** is
20 situated, an affidavit in which the *[facility]* owner certifies that:

21 “(a) With reference to an offer by the owner for the sale of the *[facility]*
22 **marina**, the owner has complied with the provisions of ORS 90.820;

23 “(b) With reference to an offer received by the owner for the purchase
24 of the *[facility]* **marina**, or with reference to a counteroffer that the owner
25 intends to make, or has made, for the sale of the *[facility]* **marina**, the owner
26 has complied with the provisions of ORS 90.820;

27 “(c) Notwithstanding compliance with the provisions of ORS 90.820, *[no]*
28 **a contract for the sale of the *[facility has]* marina has not** been executed
29 between the owner and a *[facility]* **marina** purchase association, tenants’
30 association or tenants’ association supported nonprofit organization;

1 “(d) The provisions of ORS 90.820 are inapplicable to a particular sale or
2 transfer of the [facility] **marina** by the owner, and compliance with those
3 subsections is not required; or

4 “(e) A particular sale or transfer of the [facility] **marina** is exempted from
5 the provisions of this section and ORS 90.820.

6 “(2) [Any party acquiring an interest in a facility, and any and all title
7 insurance companies and attorneys preparing, furnishing or examining any
8 evidence of title,] **The following parties** have the absolute right to rely on
9 the truth and accuracy of all statements appearing in the affidavit and are
10 [under no obligation] **not obligated** to inquire further as to any matter or
11 fact relating to the [facility] owner’s compliance with the provisions of ORS
12 90.820[.]:

13 “(a) **A party that acquires an interest in a marina.**

14 “(b) **A title insurance company, or an attorney, that prepares, fur-**
15 **nishes or examines evidence of title.**

16 “(3) It is the purpose and intention of this section to preserve the
17 marketability of title to [facilities, and,] **marinas**. Accordingly, the pro-
18 visions of this section [shall] **must** be liberally construed in order that all
19 persons may rely on the record title to [facilities] **marinas**.

20 “**SECTION 12.** ORS 90.100 is amended to read:

21 “90.100. As used in this chapter, unless the context otherwise requires:

22 “(1) ‘Accessory building or structure’ means any portable, demountable
23 or permanent structure, including but not limited to cabanas, ramadas,
24 storage sheds, garages, awnings, carports, decks, steps, ramps, piers and
25 pilings, that is:

26 “(a) Owned and used solely by a tenant of a manufactured dwelling or
27 floating home; or

28 “(b) Provided pursuant to a written rental agreement for the sole use of
29 and maintenance by a tenant of a manufactured dwelling or floating home.

30 “(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and

1 any other proceeding in which rights are determined, including an action for
2 possession.

3 “(3) ‘Applicant screening charge’ means any payment of money required
4 by a landlord of an applicant prior to entering into a rental agreement with
5 that applicant for a residential dwelling unit, the purpose of which is to pay
6 the cost of processing an application for a rental agreement for a residential
7 dwelling unit.

8 “(4) ‘Building and housing codes’ includes any law, ordinance or govern-
9 mental regulation concerning fitness for habitation, or the construction,
10 maintenance, operation, occupancy, use or appearance of any premises or
11 dwelling unit.

12 “(5) ‘Carbon monoxide alarm’ has the meaning given that term in ORS
13 105.836.

14 “(6) ‘Carbon monoxide source’ has the meaning given that term in ORS
15 105.836.

16 “(7) ‘Conduct’ means the commission of an act or the failure to act.

17 “(8) ‘DBH’ means the diameter at breast height, which is measured as the
18 width of a standing tree at four and one-half feet above the ground on the
19 uphill side.

20 “(9) ‘Dealer’ means any person in the business of selling, leasing or dis-
21 tributing new or used manufactured dwellings or floating homes to persons
22 who purchase or lease a manufactured dwelling or floating home for use as
23 a residence.

24 “(10) ‘Domestic violence’ means:

25 “(a) Abuse between family or household members, as those terms are de-
26 fined in ORS 107.705; or

27 “(b) Abuse, as defined in ORS 107.705, between partners in a dating re-
28 lationship.

29 “(11) ‘Drug and alcohol free housing’ means a dwelling unit described in
30 ORS 90.243.

1 “(12) ‘Dwelling unit’ means a structure or the part of a structure that is
2 used as a home, residence or sleeping place by one person who maintains a
3 household or by two or more persons who maintain a common household.
4 ‘Dwelling unit’ regarding a person who rents a space for a manufactured
5 dwelling or recreational vehicle or regarding a person who rents moorage
6 space for a floating home as defined in ORS 830.700, but does not rent the
7 home, means the space rented and not the manufactured dwelling, recre-
8 ational vehicle or floating home itself.

9 “(13) ‘Essential service’ means:

10 “(a) For a tenancy not consisting of rental space for a manufactured
11 dwelling, floating home or recreational vehicle owned by the tenant and not
12 otherwise subject to ORS 90.505 to 90.840:

13 “(A) Heat, plumbing, hot and cold running water, gas, electricity, light
14 fixtures, locks for exterior doors, latches for windows and any cooking ap-
15 pliance or refrigerator supplied or required to be supplied by the landlord;
16 and

17 “(B) Any other service or habitability obligation imposed by the rental
18 agreement or ORS 90.320, the lack or violation of which creates a serious
19 threat to the tenant’s health, safety or property or makes the dwelling unit
20 unfit for occupancy.

21 “(b) For a tenancy consisting of rental space for a manufactured dwelling,
22 floating home or recreational vehicle owned by the tenant or that is other-
23 wise subject to ORS 90.505 to 90.840:

24 “(A) Sewage disposal, water supply, electrical supply and, if required by
25 applicable law, any drainage system; and

26 “(B) Any other service or habitability obligation imposed by the rental
27 agreement or ORS 90.730, the lack or violation of which creates a serious
28 threat to the tenant’s health, safety or property or makes the rented space
29 unfit for occupancy.

30 “(14) ‘Facility’ means a manufactured dwelling park or a marina.

1 “[(15) *Facility purchase association*] means a group of three or more ten-
2 ants who reside in a facility and have organized for the purpose of eventual
3 purchase of the facility.]

4 “[(16)] **(15)** ‘Fee’ means a nonrefundable payment of money.

5 “[(17)] **(16)** ‘First class mail’ does not include certified or registered mail,
6 or any other form of mail that may delay or hinder actual delivery of mail
7 to the recipient.

8 “[(18)] **(17)** ‘Fixed term tenancy’ means a tenancy that has a fixed term
9 of existence, continuing to a specific ending date and terminating on that
10 date without requiring further notice to effect the termination.

11 “[(19)] **(18)** ‘Floating home’ has the meaning given that term in ORS
12 830.700. ‘Floating home’ includes an accessory building or structure.

13 “[(20)] **(19)** ‘Good faith’ means honesty in fact in the conduct of the
14 transaction concerned.

15 “[(21)] **(20)** ‘Hazard tree’ means a tree that:

16 “(a) Is located on a rented space in a manufactured dwelling park;

17 “(b) Measures at least eight inches DBH; and

18 “(c) Is considered, by an arborist licensed as a landscape construction
19 professional pursuant to ORS 671.560 and certified by the International So-
20 ciety of Arboriculture, to pose an unreasonable risk of causing serious
21 physical harm or damage to individuals or property in the near future.

22 “[(22)] **(21)** ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS
23 699.005.

24 “[(23)] **(22)** ‘Informal dispute resolution’ means, but is not limited to,
25 consultation between the landlord or landlord’s agent and one or more ten-
26 ants, or mediation utilizing the services of a third party.

27 “[(24)] **(23)** ‘Landlord’ means the owner, lessor or sublessor of the dwelling
28 unit or the building or premises of which it is a part. ‘Landlord’ includes a
29 person who is authorized by the owner, lessor or sublessor to manage the
30 premises or to enter into a rental agreement.

1 “[25] (24) ‘Landlord’s agent’ means a person who has oral or written
2 authority, either express or implied, to act for or on behalf of a landlord.

3 “[26] (25) ‘Last month’s rent deposit’ means a type of security deposit,
4 however designated, the primary function of which is to secure the payment
5 of rent for the last month of the tenancy.

6 “[27] (26) ‘Manufactured dwelling’ means a residential trailer, a mobile
7 home or a manufactured home as those terms are defined in ORS 446.003.
8 ‘Manufactured dwelling’ includes an accessory building or structure. ‘Manu-
9 factured dwelling’ does not include a recreational vehicle.

10 “[28] (27) ‘Manufactured dwelling park’ means a place where four or
11 more manufactured dwellings are located, the primary purpose of which is
12 to rent space or keep space for rent to any person for a charge or fee.

13 “[29] (28) ‘Marina’ means a moorage of contiguous dwelling units that
14 may be legally transferred as a single unit and are owned by one person
15 where four or more floating homes are secured, the primary purpose of which
16 is to rent space or keep space for rent to any person for a charge or fee.

17 **“(29) ‘Marina purchase association’ means a group of three or more**
18 **tenants who reside in a marina and have organized for the purpose of**
19 **eventual purchase of the marina.**

20 “(30) ‘Month-to-month tenancy’ means a tenancy that automatically re-
21 news and continues for successive monthly periods on the same terms and
22 conditions originally agreed to, or as revised by the parties, until terminated
23 by one or both of the parties.

24 “(31) ‘Organization’ includes a corporation, government, governmental
25 subdivision or agency, business trust, estate, trust, partnership or associ-
26 ation, two or more persons having a joint or common interest, and any other
27 legal or commercial entity.

28 “(32) ‘Owner’ includes a mortgagee in possession and means one or more
29 persons, jointly or severally, in whom is vested:

30 “(a) All or part of the legal title to property; or

1 “(b) All or part of the beneficial ownership and a right to present use and
2 enjoyment of the premises.

3 “(33) ‘Person’ includes an individual or organization.

4 “(34) ‘Premises’ means:

5 “(a) A dwelling unit and the structure of which it is a part and facilities
6 and appurtenances therein;

7 “(b) Grounds, areas and facilities held out for the use of tenants generally
8 or the use of which is promised to the tenant; and

9 “(c) A facility for manufactured dwellings or floating homes.

10 “(35) ‘Prepaid rent’ means any payment of money to the landlord for a
11 rent obligation not yet due. In addition, ‘prepaid rent’ means rent paid for
12 a period extending beyond a termination date.

13 “(36) ‘Recreational vehicle’ has the meaning given that term in ORS
14 446.003.

15 “(37) ‘Rent’ means any payment to be made to the landlord under the
16 rental agreement, periodic or otherwise, in exchange for the right of a tenant
17 and any permitted pet to occupy a dwelling unit to the exclusion of others
18 and to use the premises. ‘Rent’ does not include security deposits, fees or
19 utility or service charges as described in ORS 90.315 (4) and 90.532.

20 “(38) ‘Rental agreement’ means all agreements, written or oral, and valid
21 rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the
22 terms and conditions concerning the use and occupancy of a dwelling unit
23 and premises. ‘Rental agreement’ includes a lease. A rental agreement shall
24 be either a week-to-week tenancy, month-to-month tenancy or fixed term
25 tenancy.

26 “(39) ‘Roomer’ means a person occupying a dwelling unit that does not
27 include a toilet and either a bathtub or a shower and a refrigerator, stove
28 and kitchen, all provided by the landlord, and where one or more of these
29 facilities are used in common by occupants in the structure.

30 “(40) ‘Screening or admission criteria’ means a written statement of any

1 factors a landlord considers in deciding whether to accept or reject an ap-
2 plicant and any qualifications required for acceptance. ‘Screening or admis-
3 sion criteria’ includes, but is not limited to, the rental history, character
4 references, public records, criminal records, credit reports, credit references
5 and incomes or resources of the applicant.

6 “(41) ‘Security deposit’ means a refundable payment or deposit of money,
7 however designated, the primary function of which is to secure the perform-
8 ance of a rental agreement or any part of a rental agreement. ‘Security de-
9 posit’ does not include a fee.

10 “(42) ‘Sexual assault’ has the meaning given that term in ORS 147.450.

11 “(43) ‘Squatter’ means a person occupying a dwelling unit who is not so
12 entitled under a rental agreement or who is not authorized by the tenant to
13 occupy that dwelling unit. ‘Squatter’ does not include a tenant who holds
14 over as described in ORS 90.427 (7).

15 “(44) ‘Stalking’ means the behavior described in ORS 163.732.

16 “(45) ‘Statement of policy’ means the summary explanation of information
17 and facility policies to be provided to prospective and existing tenants under
18 ORS 90.510.

19 “(46) ‘Surrender’ means an agreement, express or implied, as described in
20 ORS 90.148 between a landlord and tenant to terminate a rental agreement
21 that gave the tenant the right to occupy a dwelling unit.

22 “(47) ‘Tenant’:

23 “(a) Except as provided in paragraph (b) of this subsection:

24 “(A) Means a person, including a roomer, entitled under a rental agree-
25 ment to occupy a dwelling unit to the exclusion of others, including a
26 dwelling unit owned, operated or controlled by a public housing authority.

27 “(B) Means a minor, as defined and provided for in ORS 109.697.

28 “(b) For purposes of ORS 90.505 to 90.840, means only a person who owns
29 and occupies as a residence a manufactured dwelling or a floating home in
30 a facility and persons residing with that tenant under the terms of the rental

1 agreement.

2 “(c) Does not mean a guest or temporary occupant.

3 “(48) ‘Transient lodging’ means a room or a suite of rooms.

4 “(49) ‘Transient occupancy’ means occupancy in transient lodging that has
5 all of the following characteristics:

6 “(a) Occupancy is charged on a daily basis and is not collected more than
7 six days in advance;

8 “(b) The lodging operator provides maid and linen service daily or every
9 two days as part of the regularly charged cost of occupancy; and

10 “(c) The period of occupancy does not exceed 30 days.

11 “(50) ‘Vacation occupancy’ means occupancy in a dwelling unit, not in-
12 cluding transient occupancy in a hotel or motel, that has all of the following
13 characteristics:

14 “(a) The occupant rents the unit for vacation purposes only, not as a
15 principal residence;

16 “(b) The occupant has a principal residence other than at the unit; and

17 “(c) The period of authorized occupancy does not exceed 45 days.

18 “(51) ‘Victim’ means:

19 “(a) The person against whom an incident related to domestic violence,
20 sexual assault or stalking is perpetrated; or

21 “(b) The parent or guardian of a minor household member against whom
22 an incident related to domestic violence, sexual assault or stalking is per-
23 petrated, unless the parent or guardian is the perpetrator.

24 “(52) ‘Week-to-week tenancy’ means a tenancy that has all of the follow-
25 ing characteristics:

26 “(a) Occupancy is charged on a weekly basis and is payable no less fre-
27 quently than every seven days;

28 “(b) There is a written rental agreement that defines the landlord’s and
29 the tenant’s rights and responsibilities under this chapter; and

30 “(c) There are no fees or security deposits, although the landlord may

1 require the payment of an applicant screening charge, as provided in ORS
2 90.295.

3 **“SECTION 13.** ORS 205.246 is amended to read:

4 “205.246. (1) The county clerk shall record the following instruments re-
5 quired or permitted by law to be recorded and entered in the office of the
6 county clerk:

7 “(a) Financing statements recorded in the office of the county clerk under
8 ORS 79.0501 (1)(a);

9 “(b) Hospital and physician liens recorded under ORS 87.565;

10 “(c) Federal tax liens and certificates and notices affecting federal tax
11 liens recorded under ORS 87.806;

12 “(d) Cooperative contracts recorded under ORS 62.360;

13 “(e) Special district assessments attaching to real property;

14 “(f) Lien foreclosure statements recorded under ORS 87.202;

15 “(g) A certified copy of the judgment or a lien record abstract or other
16 liens affecting the title to real property;

17 “(h) Building code exemptions required under ORS 455.320 and 455.345;

18 “(i) Construction liens recorded under ORS 87.050;

19 “(j) Liens upon chattels recorded under ORS 87.246;

20 “(k) Liens on real property recorded under ORS 87.372;

21 “(L) Employee benefit plan liens recorded under ORS 87.860;

22 “(m) Attorney liens recorded under ORS 87.455 and 87.460;

23 “(n) Long term care liens recorded under ORS 87.517;

24 “(o) Ambulance services liens recorded under ORS 87.623;

25 “(p) Community property records recorded under ORS 108.530;

26 “(q) Sheriff transfer of records recorded under ORS 206.100;

27 “(r) Corrected instruments required under ORS 205.244;

28 “(s) Mineral and mining records required under ORS 517.030, 517.052,
29 517.160, 517.180, 517.210, 517.220, 517.280, 517.310 and 517.320;

30 “(t) Copies of records certified by a county clerk or court clerk;

1 “(u) Subdivision and partition plats recorded under ORS 92.140;
2 “(v) Condominiums recorded under ORS chapter 100;
3 “(w) Requests for notice of transfer or encumbrance or terminations of
4 requests for notice of transfer or encumbrance presented for recordation un-
5 der ORS 411.694;
6 “(x) Bankruptcy documents presented for recordation under ORS 93.770;
7 “(y) A written warranty agreement under ORS 701.605;
8 “(z) An instrument, as described in ORS 86.722, to correct errors in a re-
9 corded trust deed;
10 “(aa) An order or decision under section 8 (7), chapter 424, Oregon Laws
11 2007, or section 6, chapter 855, Oregon Laws 2009, that is final by operation
12 of law or on appeal;
13 “(bb) A notice of designation of substantial damage described in ORS
14 105.780; *[and]*
15 “(cc) A notice of remedy of substantial damage described in ORS
16 105.780[.]; **and**
17 **“(dd) An affidavit of an owner of a facility, as defined in ORS 90.100,**
18 **certifying the owner’s compliance with ORS 90.800 to 90.840.**
19 “(2) The county clerk shall charge and collect fees specified in ORS
20 205.320, 205.327 and 205.350 for recording an instrument required to be re-
21 corded under subsection (1) of this section.
22 “(3) Indexes may be maintained for instruments recorded under subsection
23 (1) of this section in the same manner as provided in ORS 205.160.
24 **“SECTION 14.** ORS 456.579 is amended to read:
25 “456.579. (1) There is established separate and distinct from the General
26 Fund an account to be known as the Mobile Home Parks Purchase Account.
27 Except as otherwise provided by law, all moneys [*appropriated or*] credited
28 to the Mobile Home Parks Purchase Account are appropriated continuously
29 [*for and shall be used by*] **to** the Director of the Housing and Community
30 Services Department for the purpose of carrying out the duties and respon-

1 sibilities imposed upon the Housing and Community Services Department
2 under ORS [90.100, 90.630, 90.760,] 90.800 to 90.840, 308.905[, 446.003] and
3 456.581 and this section. Interest earned on **moneys in** the account [shall]
4 **must** be credited to the account.

5 “(2) Except for loans provided in ORS 90.840, **moneys in** the account de-
6 scribed in subsection (1) of this section [shall] **may** not be connected to or
7 commingled in any way with the [funds] **moneys in the fund** described in
8 ORS 456.720.

9 “(3) For the purpose of carrying out the provisions of ORS [90.100, 90.630,
10 90.760,] 90.800 to 90.840, 308.905[, 446.003] and 456.581 and this section, the
11 Housing and Community Services Department may seek [funds] **moneys**
12 from sources other than that described in ORS 308.905 (1). [Such funds
13 shall] **Moneys obtained by the department pursuant to this subsection**
14 **must** be credited to the Mobile Home Parks Purchase Account.

15 **“SECTION 15.** ORS 456.581 is amended to read:

16 “456.581. The Mobile Home Parks Purchase Account established in ORS
17 456.579 shall be used by the Housing and Community Services Department
18 to provide:

19 “(1) Technical assistance to tenants’ associations, manufactured dwelling
20 park nonprofit cooperatives, [and] tenants’ association supported nonprofit
21 organizations **and housing authorities** [and to facility purchase associations,
22 as defined in ORS 90.100,] and to help tenants in activities related to the
23 purchase or preservation of a mobile home park or a manufactured dwelling
24 park by a tenants’ association, a manufactured dwelling park nonprofit co-
25 operative, a tenants’ association supported nonprofit organization, a **hous-**
26 **ing authority** or [facility purchase association] **a corporate entity capable**
27 **of purchasing real property that is formed by tenants pursuant to**
28 **section 2 of this 2014 Act.**

29 “(2) By rule, loans for initial costs for purchasing a mobile home park or
30 manufactured dwelling park that the department determines has a significant

1 percentage of [*residents*] **tenants** who are [*persons*] **individuals** of lower in-
2 come. Loans provided under this section may be made only if the department
3 is of the opinion that the purchase is economically feasible and only to:

4 “(a) A tenants’ association, **a** manufactured dwelling park nonprofit co-
5 operative, [*or*] a tenants’ association supported nonprofit organization **or a**
6 **housing authority**; or

7 “(b) A [*facility purchase association established pursuant to ORS 90.815*]
8 **corporate entity capable of purchasing real property that is formed by**
9 **tenants pursuant to section 2 of this 2014 Act and** that includes more
10 than 50 percent of the tenants residing in the park.

11 **“SECTION 16.** Section 6, chapter 826, Oregon Laws 2005, is amended to
12 read:

13 **“Sec. 6.** Amounts received as a result of the sale of a manufactured
14 dwelling park to a tenants’ association, [*facility purchase association or*]
15 tenants’ association supported nonprofit organization as described in ORS
16 90.820 **or entity formed by or associated with the tenants**, to a commu-
17 nity development corporation as described in ORS 458.210 or to a housing
18 authority as defined in ORS 456.005 are exempt from the tax imposed by this
19 chapter.

20 **“SECTION 17.** Section 9, chapter 826, Oregon Laws 2005, is amended to
21 read:

22 **“Sec. 9.** Amounts received as a result of the sale of a manufactured
23 dwelling park to a tenants’ association, [*facility purchase association or*]
24 tenants’ association supported nonprofit organization as described in ORS
25 90.820 **or entity formed by or associated with the tenants**, to a commu-
26 nity development corporation as described in ORS 458.210 or to a housing
27 authority as defined in ORS 456.005 are exempt from the tax imposed by this
28 chapter.

29 **“SECTION 18.** **The amendments to sections 6 and 9, chapter 826,**
30 **Oregon Laws 2005, by sections 16 and 17 of this 2014 Act apply to a sale**

1 of a manufactured dwelling park on or after the effective date of this
2 2014 Act.

3 **“SECTION 19. ORS 90.760 and sections 1, 2, 3, 4 and 5 of this 2014**
4 **Act are added to and made a part of ORS 90.800 to 90.840.**

5 **“SECTION 20. This 2014 Act takes effect on the 91st day after the**
6 **date on which the 2014 regular session of the Seventy-seventh Legis-**
7 **lative Assembly adjourns sine die.”.**

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