

Occupancy Agreement

Lakes Region Mobile Home Park Cooperative

This Agreement, made and entered into at Town of Belmont, County of Belknap, State of New Hampshire this _____ day of _____, 2000 by and between the **Lakes Region Mobile Home Cooperative**, a non-profit consumer cooperative corporation organized under the New Hampshire Consumers' Cooperative Association Act, RSA 301-A, having its principal place of business at 9 Lakewood Drive, **Belknap county**, and State of New Hampshire, 03220 (hereinafter called the "Cooperative"), and

of Lot # _____ in said Belmont, New Hampshire, **03220** (hereinafter called the "Member").

WHEREAS, the Cooperative was organized to own and operate a manufactured housing park, now known as the **Lakes Region Mobile Home Park, 9 Lakewood Drive, Belmont, New Hampshire** (hereinafter called the "Park"), for the benefit of its members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles of Incorporation and the By-laws of the Cooperative and is familiar with their terms; and

WHEREAS, the Member has a bona fide intention to reside in the Park and to continue such residence during membership; and

WHEREAS, the Member has paid or agrees to pay the membership fee of Five Hundred Dollars (\$500.00) and will receive a certificate of membership in the Cooperative once the fee has been paid in full; and

WHEREAS, the Cooperative and the Members deem it to be in their mutual interest to commemorate the membership and rental arrangement in written form.

NOW THEREFORE, the parties do agree as follows:

Article 1 - Premises: The Cooperative leases to the Member and the Members leases from the Cooperative lot # _____ (hereinafter called the "Lot") in the Park.

Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the By-laws of the Cooperative, and the Rules and Regulations established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and membership, Member shall provide sixty (60) days' written notice to the

Cooperative.

Article 3 - Rental: The Member covenants and agrees to pay all rents and other expenses in a timely manner (hereinafter called "Charges") in the monthly sum of **Two Hundred Eighty (\$280.00)** for members owning a manufactured home in the park, the Member's share of the monthly sum currently required by the Cooperative, as estimated by its Board of Directors, to meet its expenses and reserves. The Board may increase the Charges, if it deems necessary, with a sixty (60) day written advance notice. Beginning July 1, 2000 the Cooperative, so as to encourage prompt payment of the Charges, requires that the Charges must be paid on the First (1st) day of each month and that there is a **Twenty (\$20.00) dollar** late payment for Charges received after the Fifth (5th) day of each month.

The Member further agrees to timely pay when and if due to the Town of Belmont all property taxes assessed against the manufactured housing unit owned by the Member. (If the Cooperative, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Members' unit, the Members shall promptly reimburse the Cooperative). The Cooperative reserves the right to place a lien on the home of the Member for any Member's non-reimbursed expenses incurred by the Cooperative.

Article 4 - Membership Fee: The Member has paid or will pay the membership fee by payment in full before occupying the Lot. If tenancy was before possession of the park by the Cooperative, the payment plan agreed to in the Subscription Agreement is incorporated into this Occupancy Agreement.

Article 5 - Patronage Refunds: The Cooperative will refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Charges as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent RSA Chapter 301A or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Park as applicable from time to time.

Article 6 - Member's Further Obligations and Covenants: The Member shall comply with all duties set forth under New Hampshire law, specifically, but not limited to New Hampshire Revised Statutes Annotated Chapter 205-A and Chapter 301-A, and shall further agree to abide by the terms and conditions of this Agreement, and the Articles of Incorporation and By-laws of the Cooperative, and all rules and regulations of the Cooperative now

in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable rules and regulations in effect at the time of the execution of the Occupancy Agreement.

The Member further agrees to pay the Charges promptly and completely, not later than the **Fifth (5th)** day of each month; to maintain in a neat and clean condition, the Member's home and the Lot; to participate cooperatively in the operation and management of the Cooperative by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Park in such a manner as not to disturb or threaten other members, other tenants, or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Cooperative; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Park and Cooperative rules and regulations.

Article 7 - Cooperative's Additional Covenants: The Cooperative shall comply with all duties set forth under New Hampshire law, specifically, but not limited to, Revised Statutes Annotated Chapter 205-A and Chapter 301-A, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, By-laws or rules and regulations, as they now exist and as they may be later amended from time to time.

Provided that the Member has provided a safe and properly maintained connection capability, the Cooperative agrees to provide water and sewer utilities to the Member's Lot and to maintain these utilities in good and reasonable working order; to plow and maintain roads providing ingress and egress between the Lot and Route 106, Belmont, NH; to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Park and the Cooperative's finances, including the payment of liability insurance and property taxes on the land; to duly report the significant and material doings and undertakings of the directorship to the membership, and any special meetings that may be called from time to time; to provide copies of annual audit of the Cooperative's finances; and not to discriminate against the Member in the provision of any services it is required to provide.

Article 8 - Eviction: The Member understands and acknowledges that he/she may be evicted from the Park for violation of this agreement or for any violation by which a

member may be evicted as set forth in the Rules and Regulations of the Cooperative, the By-laws, or for any reason specified in New Hampshire Revised Statutes Annotated Chapter 205-A and Chapter 540, all as they now exist or as they may hereafter be amended from time to time. The Member also understands and acknowledges that he/she may be expelled from Membership in the Cooperative for any reason specified in New Hampshire Revised State Annotated Chapter 301-A, and the by-laws of the cooperative, as they now exists and as it may hereafter be amended from time to time.

Article 9 - Assignment: The rights set forth herein may be assigned to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors.

Article 10 - Limitation on Member's Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of **Paragraph 3.10** of the By-laws of the Cooperative and agrees to abide and comply therewith.

Article 11 - Invalidity: If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

Article 12 - Waiver: Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

Article 13 - Notices: Whenever the provisions of law or the Cooperative By-laws require notice to be given to either party, any notice by the Cooperative to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member delivered to a current elected officer of the Cooperative. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Cooperative, or to the President of the Cooperative, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

Article 14 - Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Incorporation, the By-laws or the rules and regulations of the Cooperative, now in effect, or as they may

hereafter be amended from time to time, shall be binding upon the Cooperative.

Article 15 - Incorporation of Articles of Agreement, Park Rules and Regulations, By-laws and Cooperative Resolution: The Articles of Agreement, the By-laws, all Cooperative resolutions, and its duly adopted rules and regulations pertaining to the Park, now in effect, or as later amended from time to time, shall be binding upon the Cooperative.

Article 16 - Time of the Essence: Time is of the essence of this Occupancy Agreement and any term, covenant or condition contained herein.

Article 17 - Joint and Several Liability: If this Agreement shall be executed by more than one (1) Member party, the obligations of the Members shall be their joint and several obligations in every instance.

Article 18 - Assignment to New Hampshire Community Loan Fund: The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases, Occupancy Agreements and Rents between the Cooperative and New Hampshire Community Loan Fund, Concord, NH, and further agrees to accept and recognize the New Hampshire Community Loan Fund rights under said Assignment in the event that New Hampshire Community Loan Fund exercises its rights thereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Lakes Region Mobile Home Park Cooperative

Witness to _____

By: _____
Its duly authorized officer

Witness to _____

By: _____
Its duly authorized officer

Witness to Member

_____, Member

Witness to Member

_____, Member