

Member Occupancy Agreement

Hidden Pines Cooperative, Inc.

This Agreement, made and entered into at _____, Newport, State of New Hampshire this _____ day of _____, 20__ , by and between the Hidden Pines Cooperative, Inc., a non-profit consumer cooperative association organized under the New Hampshire Consumers' Cooperative Association Act, RSA 301-A, having its principal place of business at 431 Sunapee Street, Newport, State of New Hampshire, (hereinafter called the "Cooperative"), and

_____ (name) (hereinafter called the "Member") of _____ (number and street) in said Cooperative.

WHEREAS, the Cooperative was organized to own and operate a manufactured housing park, now known as the Hidden Pines Cooperative (hereinafter called the "Community"), 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 bylaws of the Cooperative and is familiar with their terms; and

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

WHEREAS, the Member has paid or agrees to pay the Membership Fee of \$200 (Two Hundred Dollars) 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 Member leases from the Cooperative _____ (hereinafter called the "Lot") in the Community. (street address)

Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the bylaws of the Cooperative, and the Community Rules 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 thirty (30) days' written notice to the Cooperative.

Article 3 - Lot Rent: The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of \$400 (Four Hundred Dollars) for Members owning a manufactured home in the Community, 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 Lot Rent may be increased according to the bylaws, with a sixty (60) day written advance notice. The Lot Rent must be paid on the first day of each month, and there is a \$25 (Twenty Five Dollar) discount for Lot Rent received by the 10th day of each month. All such forfeited discounts shall be considered rent hereunder.

The Member further agrees to timely pay when and if due to the Town of Newport all monthly water/sewer and 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). Any fees advanced by the Cooperative for municipal taxes or other Lot Rent shall be added to the cooperative's lien for unpaid rents. The Cooperative reserves the right to secure its statutory lien (see 205-A:4-a) on the home of the Member for any Member's lot rent and non-reimbursed expenses incurred by the Cooperative.

Article 4 - Waiver of Homestead Interest: Member (and Member's spouse or partner in civil union signing this agreement for these purposes, if not as a Member) hereby waives any and all homestead rights as provided for in RSA 480 or by any other state or federal law as to any lien by the cooperative for payment of lot rent and advances provided for in this agreement or by statute.

Article 5 - Membership Fee: The Member has paid or will pay the Membership Fee by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Cooperative; the payment plan agreed to in the Subscription Agreement is hereby incorporated into this Occupancy Agreement.

Article 6 - Patronage Refunds: The Cooperative may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent 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 with RSA Chapter 301-A or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

Article 7 - 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 bylaws of the Cooperative, and Community Rules 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 in effect at the execution of the Occupancy Agreement.

The Member further agrees 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 Community 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 Community Rules.

The Member shall be responsible for all maintenance and repair of the lot, including usual maintenance of paved parking spaces if provided, with exception of any underground system, such as underground oil tanks, or water, electrical or septic systems, unless such repair is due to the negligence of the Member. The Member owns and is responsible for all repairs and maintenance of any aboveground fuel-Storage Tank (AST) on Member's lot. All ASTs shall be in compliance with the National Fire Protection Association Chapter 31, State Fire Code and the Best Management Practices as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance at the time of the signing of this Agreement shall be brought into compliance at time of occupancy or such other time as may be agreed by a separate written consent of the Cooperative Board of Directors. Any tank not brought into compliance with such standards at time of occupancy or within the time given in a written notice from the Director of Operations or Cooperative Board of Directors at any other time during the term of this Agreement, may be replaced by the Cooperative at the expense of the Member and such expenses may be collected and assessed in the same manner as rents under RSA 205-A:4-a.

Member must have the consent of the Cooperative Board of Directors to plant, cut or trim trees or to modify landscaping with anything more than annual flowers. Any and all additions to landscaping become part of the leasehold premises and shall not be removed by the Member except with the expressed written consent of the Cooperative Board of Directors. Member should carry homeowner's insurance including general liability insurance, however, because the cooperative is not able to effectively monitor that the homeowner's insurance coverage is current, it is the homeowner's responsibility to keep it current.

Article 8 - Cooperative's 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, bylaws or Community Rules, 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 Community and the public road, to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Community 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 9 - Eviction: The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules or for any reason

specified in New Hampshire Revised Statutes Annotated Chapter 205-A, all as they now exist or as they may hereafter be amended from time to time.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Cooperative as well as for any reason specified in New Hampshire Revised Statutes Annotated Chapter 301-A, as it now exists and as it may hereafter be amended from time to time. For this reason, all Eviction Notices may be accompanied by a notice of the charges against them and of a reasonable opportunity to be heard before the Board of Directors of the Cooperative not less than 15 days from the date of said notice, as per RSA 301-A:20. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 - 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 and upon such terms and for such time periods as it deems appropriate.

Article 11 - Limitation on Member's Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of Section II:3 of the Community Rules of the Cooperative as may be amended from time to time and agrees to abide and comply therewith.

Article 12 - 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 13 - 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 14 - Notices: Whenever the provisions of law or the Cooperative bylaws 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 if 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 15 - Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Incorporation, the bylaws or the Community Rules of the Cooperative, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Cooperative.

Article 16- Incorporation of Articles of Incorporation, Community Rules, Bylaws and Cooperative Resolution: The Articles of Incorporation, the bylaws, all Cooperative resolutions, and its duly adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Cooperative.

Article 17 - Attorneys' Fees and Costs: In the event any legal action is commenced by the cooperative to collect past due rent, to evict for any reason, or for any other reason,

the homeowner must pay all legal fees and costs incurred by the cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Cooperative and a partial owner of the Cooperative. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

Article 18 - Time of the Essence: Time is of the essence of this Occupancy Agreement and any term, covenant or condition contained herein.

Article 19 - Joint and Several Liabilities: If more than one (1) Member party shall execute this Agreement, the obligations of the Members shall be their joint and several obligations in every instance.

Article 20 - Assignment to Lender: The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Occupancy Agreements between the Cooperative and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

Article 21 - Home Financing Contact: The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

Article 22 –Contact Information:

Homeowner Name (s): _____

Telephone: _____

Names of each additional person(s) living at the above address:

Emergency Contact Information

List the name, address, and phone number of the person you would want notified in case of an emergency:

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

Cooperative Officers:

Signed _____ Printed _____
Its duly authorized Officer

Signed _____ Printed _____
Its duly authorized Officer

All Members must sign below. Untitled spouses or partners in civil unions must also sign below.

Signed _____ Printed _____

Signed _____ Printed _____

Signed _____ Printed _____

Witness to all signatures:

Signed _____ Printed _____