

Oak Hill Taunton Residents' Association, Inc.

Member Occupancy Agreement

Address: _____

This Agreement, made and entered into at Taunton, Massachusetts, Commonwealth of Massachusetts this _____ day of _____, 20__, by and between Oak Hill Taunton Residents' Association, Inc., a non-profit cooperative corporation organized under the laws of the Commonwealth of Massachusetts, having its principal place of business at 1 Beech Street, Taunton, Massachusetts, (hereinafter called the "Corporation"), and

_____ (names) (hereinafter called the "Member") of _____ (street address of lot) Taunton, Massachusetts, being in said Community.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as Oak Hill Mobile Home Park, (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, the Bylaws, and the Community Rules of the Corporation 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 One Hundred Dollars (\$100); and will receive a Certificate of Membership in the Corporation once the fee has been paid in full; and

WHEREAS, the Corporation 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 Corporation leases to the Member and the Member leases from the Corporation the lot known as (Street Address) _____ in Oak Hill Mobile Home Park, Taunton, Massachusetts, (hereinafter called the "Lot") in the Community.

Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Corporation, 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 commencing on _____. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to the Corporation.

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 Four hundred and thirty-seven (**\$437**) dollars for Member's owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Corporation, 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 thirty (30) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a late payment fee, set by the Board of Directors (but not exceeding 5%) for Lot Rent received after the 30th day of each month. All such late fees as well additional costs allowed by this agreement shall be considered additional rent hereunder.

The lot rent includes all current taxes on the land of the Association, and the per-unit, per month fee of Six dollars (\$6.00) payable to the City of Taunton.

While Taunton DOES NOT now tax the home owned by Member, IF the city should ever assess and tax individual homes in the community, the Member agrees to timely pay those assessed against the manufactured housing unit owned by the Member. (If the Corporation, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Member's unit, the Members shall promptly reimburse the Corporation). Any fees advanced by the Corporation for municipal taxes or other Lot Rent shall be added to the Corporation's lien for unpaid rents. The Corporation reserves the right to secure a lien on the home of the Member for any Member's lot rent and non-reimbursed expenses incurred by the Corporation.

Article 4 – Unpaid Rents: Member (and Member's spouse signing this agreement for these purposes, if not as a Member) recognizes that the Association has a lien under Massachusetts law for payment of lot rent and advances as provided by 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 Corporation; the payment plan agreed to in the Membership Agreement is hereby incorporated into this Occupancy Agreement.

Article 6 - Refunds: The Corporation 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 state law, the Corporation's Bylaws, 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 abide by the terms and conditions of MGL c. 140 § 32A through S, this Agreement, and the Articles of Incorporation and Bylaws of the Corporation, and Community Rules of the Corporation 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 Community Rules and Bylaws in effect at the execution of the Occupancy Agreement. The Member is also

informed that a copy of the Massachusetts Attorney General's regulations regarding conduct of Manufactured Homes Communities is posted in the office of the Corporation.

The Member further agrees to participate "Cooperatively" in the operation and management of the Corporation 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, Resident Homeowners, 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 Corporation; 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 water, electrical or septic systems, unless such repair is due to the negligence of the Member. The Member is responsible for all repairs and maintenance (but not replacement except if the replacement is due to the negligence of the Member) of any aboveground fuel-Storage Tank (AST) on Member's lot.

The Member may do substantial landscaping of their sites after complying with all enforcement rules on digging and obtaining the Association's prior written approval, which shall not be unreasonably withheld or delayed. Any damage due to negligence is the responsibility of the Member. This rule does not prevent Members from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, other plantings, and trimming of over-hanging limbs. The Member, in removing Member-installed plants, shall restore the site to its original landscaped condition.

The Member should carry homeowner's insurance including general liability insurance; however, because the Corporation is not able to effectively monitor that the homeowner's insurance coverage is current, it is the Member's responsibility to keep it current.

Article 8 - Corporation's Covenants: The Corporation shall comply with all duties set forth under the law, 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 Corporation 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 Corporation'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 Corporation's finances; and not to discriminate against the Member in the provision of any services it is required to provide. **Your lot has an Environmental Activity and Use Limitation placed upon it by Massachusetts DEP. Due to this, there is no excavation deeper than two (2) feet allowed without written permission of the Association.**

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 by statute, 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 Corporation as well as for any reason specified in the Bylaws, as it now exists and as it may hereafter be amended from time to time. For this reason, all Notices to Quit for Nonpayment of Rent 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 Corporation not less than fifteen (15) days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 - Sublease: The Premises may be sublet 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 in its sole discretion and sets forth in writing.

Article 11 - Limitation on Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of Article IV of the Bylaws as may be amended from time to time and agrees to abide and comply therewith, including the following:

- A. Any Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in 30 days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Corporation. The seller shall supply the Corporation with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. The proposed homebuyer shall complete an application for residency and provide evidence of financial ability to pay the rent and other charges associated with ownership of the unit and meet the approved creditworthiness and criminal criteria as determined by the directors from time to time. An application shall be acted upon within ten (10) days of receipt by the Corporation Board of Directors and any such failure to act shall be deemed an approval of the application.
- C. If the Corporation is owed money by the Member or the Member is in breach of any other obligation to the Corporation, the Board of Directors may consent to the transfer, as requested by that Member for the sale of his/her/their Home to a new buyer, but may insist that the consent or transfer documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's Home for those amounts due and owing the

Corporation. The documents shall only be recorded upon payment to the Corporation of all outstanding balances due to the Corporation.

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 Corporation Bylaws require Notice to be given to either party, any notice by the Corporation 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 Corporation. 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 Corporation, or to the President of the Corporation, 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 Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

Article 16- Incorporation of Articles of Incorporation, Community Rules, Bylaws and Corporation Resolution: The Articles of Incorporation, the Bylaws, all Corporation 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 Corporation and the Members. The adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Resident Homeowner.

Article 17- Attorneys' Fees and Costs: In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the Member must pay all legal fees and costs incurred by the Corporation, subject to the last sentence of this paragraph. These fees and costs will be paid by the Member, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with any appeal filed by the Member. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the Member in accordance with this document and the Community Rules. The Corporation shall be liable for such fees in the event the Member prevails in any such action.

In the event a legal action is commenced against the Corporation by a Member, if the Member prevails, the Member shall be entitled to costs incurred in such action, including legal fees (except if the Corporation is found to have contested the action in good faith), and if the Corporation prevails in said action or the action is withdrawn by the Member, the Member shall be required to reimburse the Corporation in defending such action (except if the Member is found to have prosecuted the action in good faith). 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 Corporation 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:

Member 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.

:

Oak Hill Taunton Residents' Association, Inc.

Its duly authorized Officer

By: _____

Name: _____

Title: _____

Members:

Signed _____

Printed Name: _____

Signed: _____

Printed Name: _____

Signed: _____

Printed Name: _____

Witness to all signatures:

Signed: _____

Printed Name: _____

Titled Members must sign above. Untitled spouses are also encouraged to sign above.

Non- titled spouses must sign to acknowledge interest of Corporation in the case of delinquent rent.

Spouse:

Signed _____

Printed _____