

Member Occupancy Agreement
Parkhill Homeowners Cooperative Association, Inc.

This Agreement, made and entered into in Salt Lake County, State of Utah , this _____ day of _____, 20__ , by and between the Parkhill Homeowners Cooperative Assn., Inc. (PHCA), a corporation organized under the State of Utah, having its principal place of business at 229 East Parkhill Way, Salt Lake County, (hereinafter called the "Corporation"), and _____ (name) (hereinafter called the "Member") of _____ (number and street) in said Corporation.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as the Parkhill Homeowners Cooperative, 205 East Parkhill Way, Salt Lake County (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 and amendments there to and The Community Rules of the Corporation (hereinafter called the organizational documents) 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 their Membership as defined in the organizational documents; and

WHEREAS, the Member has paid or agrees to pay the Membership Fee of \$500.00 or has been approved as a founding member in good standing prior to PHCA purchase of the community and as further defined in the organizational documents, 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 _____ (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 organizational documents of the Corporation, and the Community Rules established by the Members and made part of the organizational documents, 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 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 Three Hundred dollars (300.00) for

Members 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 organizational documents, with a sixty (60) day written advance notice. The Member further covenants and acknowledges that as a condition of financing of the property and by unanimous vote of the Membership, the monthly lot rent will increase to Three Hundred Ten dollars (310.00) beginning with the rent payment due on February 1, 2011. The Lot Rent must be paid on the first day of each month and there is a Fifty dollar (50.00) late payment fee for Lot Rent received after the seventh (7) day of each month. All such late fees shall be considered additional rent hereunder.

The Member further agrees to timely pay when and if due to Salt Lake County or other appropriate authority all monthly water/sewer and property taxes 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 Members' 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 - 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, if any, established by Utah or federal law as to any lien by the Corporation 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 as defined in the organizational documents, 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 Subscription Agreement as defined in the organizational documents is hereby incorporated into this Occupancy Agreement; and, Member remains current on monthly Association dues (\$5.00/month). Members who become 6 months delinquent on these monthly dues and who have not made satisfactory arrangements with the Board of Directors to bring monthly dues current may be subject to loss of membership in the Corporation and required to re-apply for membership and payment of full membership fees by a vote of the Board of Directors and/or Membership Committee as referred to in the organizational documents and as may be established by the Board of Directors.

Article 6 - Patronage 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 Utah law 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 Utah law, as regards membership in a housing cooperative, and shall further agree to abide by the terms and conditions of this Agreement, and the Articles of Incorporation and bylaws of the Corporation, and

Community Rules established by Corporation and approved by the Membership now in force or as they may be placed in force from time to time or as otherwise maybe amended during the period of occupancy. The Member acknowledges receipt of a copy of the applicable rules in effect at the execution of this Agreement.

The Member further agrees to participate "Cooperatively" as described in the "International Cooperative Alliance Principles" which are made part of the bylaws of the Corporation, 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, 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 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, snow and ice removal, with exception of any underground system, water, electrical or sewage systems, unless such repair is due to the negligence of the Member. Member must have the consent of the Corporation Board of Directors to plant, cut or trim trees or to modify landscaping with anything more than annual flowers as delineated in the organizational documents. 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 Corporation Board of Directors. 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 as amended 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.

Article 9 - Eviction: The Member understands and acknowledges that he/she may be evicted pursuant to Utah law 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 Eviction Notices delivered to Member or required by Utah law, 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 15 days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 - Assignment: The Member rights and/or obligations 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 Corporation 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 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 (the organizational documents) 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.

Article 17 - Attorneys' Fees and Costs: In the event any legal action is commenced by the Corporation to interpret any provisions, 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. 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 a Supreme Court 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 homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Corporation by a Member and 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. In the event the Member prevails in the action against the Corporation, the Corporation shall be responsible for paying the Member's reasonable legal fees. 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 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 - Subordination and Attornment: This agreement as executed is subordinate to the deeds or deeds of trust and/or mortgage financing the premises, which are of record or may become of record during the term of this lease. Member/resident agrees to be the tenant of a new landlord or owner of the premises upon such new owner's acquisition of the premises and agrees that foreclosure by a beneficiary under a deed of trust or by a mortgage shall not void this Agreement.

Article 22 - 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 23 –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.

Corporation Officers:

Signed _____ Printed _____
Its duly authorized Officer

Signed _____ Printed _____
Its duly authorized Officer

Members:

Signed _____ Printed _____

Signed _____ Printed _____

Signed _____ Printed _____

All titled Members must sign above. Untitled spouses or partners in civil unions are also encouraged to sign above.

Untitled spouse or partner in civil union who do not sign above must sign below for the purpose of waiving Homestead Interest.

Untitled spouse or partner in civil union:

Signed _____ Printed _____

Witness to all signatures:

Signed _____ Printed _____