

Running Brook Cooperative, Inc.

Application for Membership Packet

Enclosed you will find the following documents:

1. Letter to Applicants
2. Co-op Living
3. Application for Membership
4. Summary of Rights Under FCRA
5. Bylaws/ Community Rules/ Occupancy Agreement Acknowledgement Form
6. Consumer Authorization and Release Form
7. Pet Registration
8. Community Rules
9. Cooperative Bylaws
10. Volunteer Interest Sheet
11. Member Occupancy Agreement
12. NH Criminal Record Release Form – DO NOT RETURN TO CO-OP*

NOTE: The seller and the realtor should be given copies of:

13. Selling the Home- Homeowner Responsibilities

*** NOTE**

- Applicants who are 18 years or older are required to obtain a certified copy of a NH Criminal Record and submit it with the application.
- For your convenience, a copy of the NH Criminal Record Release form is included in this packet.
- Applicants must complete the form and submit it to the state, either in person or by mail
- The certified copy of the criminal record must be returned with the application.
- Applicants **who have lived outside the state of NH** at anytime during the previous four years are required to obtain a certified copy (copies) of his/her Criminal Record from each state where he/she has resided during the previous four years.

For more information, see the enclosed "Letter to Applicants."

Running Brook Cooperative, Inc.

A resident-owned and -operated community

Letter to applicants

Thank you for interest in our community. We hope you consider joining us as resident owners. We strive to maintain a positive and well-kept community.

About the community

- This is a people-oriented community, we help each other
- Good roads, water lines and septic
- Conveniently located for natural beauty, employment, and shopping
- Clean and well-maintained
- Strong sense of community
- Members (you) create and live by the community rules. Please read them before you join.

About the application process

- Complete the application.
- Return it **fully completed** with all of the requested documentation, including:
 - **Application for Membership**
 - **Consumer Authorization and Release Form**, completed by all applicants 18 years of age or older
 - A copy of **photo identification** for each applicant 18 years of age or older
 - **Criminal Record Report** from the State of New Hampshire or from current state for each household member 18 years of age or older
 - **Community Rules/Bylaws/Occupancy Agreement Acknowledgment Form**
 - **Non-refundable Application Fee** of \$75 for each applicant who is 18 years of age or older
 - **Proof of income**, including the previous four pay periods worth of pay-stubs and the previous year's Federal Income Tax Returns, proof of Social Security and/or SSD income, annuities and/or proof of any other sources of income
 - **Occupancy Agreement**
 - **Volunteer Interest Sheet**

Co-op living

Living in a co-op community is different than living in an investor-owned park. This type of community living is unique – homeowners in resident owned communities are not simply tenants in a park, they are *members* of a co-op and *owners* of a business. As a co-op member it is important to understand that:

- The cooperative is a business incorporated under N.H. RSA 301-A, Consumers' Cooperative Associations. It is owned by its members. Individual homeowners do not own the land underneath their homes; the co-op does.
- The co-op has member-approved bylaws, which spell out how the business is governed.
- The co-op is democratically governed by a one-member, one vote system. Each member-household has equal decision-making authority.
- New homeowners moving into the community are required to become members and enter into an **Occupancy Agreement**, binding them to the bylaws and community rules.
- Members elect a board of directors to carry out the day-to-day tasks of running a business. The board then appoints committees to take on other tasks.
- Members have control over big decisions, such as carrying charges (rent), approving the annual budget, electing a board and amending the bylaws or community rules.
- Members can be expelled from the cooperative (which is *different* than being evicted from the community) for obstructing the management of the co-op. This is a serious matter and not to be taken lightly – members who are expelled typically lose voting privileges and pay a higher lot rent.

The board and the appointed committee members must adhere to the co-op's bylaws and rules, as well as to state and federal laws. They are also co-op members, and are accountable to their fellow members. They must run the co-op in a fair, consistent, democratic and business-like manner.

Co-op membership has rewards, rights and responsibilities. The strength of a resident-owned community is directly related to the participation and commitment of its members. By participating in the co-op, members can help reduce costs, build a vibrant neighborhood and grow as leaders. Participation includes everything from baking brownies for the annual community barbecue to operating the well system, from an hour a month to a two-year commitment on the board of directors.



Running Brook Cooperative, Inc.

Application for Membership

All information must be filled out completely. Incomplete applications will be returned to the applicant(s). If a question does not apply, place "n/a" in the space provided. Please print all information legibly.

Applying for: _____
(Address)

Current owner: _____

Applicant: _____ SS#: _____

Co-applicant: _____ SS #: _____

(if more than two applicants, please ask for an additional application)

Current address: _____ (street)
_____ (city,
state, zip)

Home phone: _____ Work phone: _____

Length of time at this address: _____

Current landlord: _____ Phone: _____

If less than three (3) years at current address, list previous addresses:

Address (street, city, state, zip):

Landlord: _____ Phone: _____

Applicant employer: _____ Phone: _____

Address: _____

Co-applicant employer: _____ Phone: _____

Address: _____

Vehicle make/model: _____ Year: _____ Color: _____

Vehicle make/model: _____ Year: _____ Color: _____

Level of total household income: (circle one)

\$0 - \$10,000

\$20,001 - \$30,000

\$10,001 - \$20,000

\$30,001 - plus

Number of persons who plan to occupy home _____

Are you or any members of your household required to register as a sex offender?

Yes

No

Please list three personal references who can speak to your likelihood to pay your rent in a timely manner, obey the community rules and be a good cooperative member. Reference many not include relatives.

1. Name: _____ Phone: _____

Relationship: _____

2. Name: _____ Phone: _____

Please read the following information before signing this application:

To join _____ Cooperative, I/we are aware that a Membership Fee of _____ must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out. I/we understand that this application in no way guarantees my/our acceptance into the Cooperative/Community. I/we authorize the Cooperative to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless the Cooperative and its employees and/or tenants, from any action arising from these inquiries.

The Cooperative does not discriminate based on age, sex, race, creed, color, marital status, familial status, physical or mental disability or national origin or on account of that person's sexual orientation in the approval of its members.

If any information in this application is found to be false, this is immediate grounds for denial of membership.

Applicant signature: _____ **Date:** _____

Co-applicant signature: _____ **Date:** _____

NOTE: Applications that are incomplete, illegible and/or are not accompanied by the proper documentation will be returned to the applicant(s).



*creating opportunity and value
for manufactured-home owners*

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus that gather and sell information about your creditworthiness to creditors, employers, landlords, and other businesses. The FCRA gives you specific rights, which are summarized below. You may have additional rights under state law. For more information, go to www.ftc.gov/credit, or write to: Consumer Response Center, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

You must be told if information in your file has been used against you. Anyone who uses information from a consumer reporting agency to deny your application for credit, insurance, or employment – or take another adverse action against you – must tell you and give you the name, address, and phone number of the agency that provided the information.

You can find out what is in your file. At any time, you may request and obtain your report from a consumer reporting agency. You will be asked to provide proper identification, which may include your Social Security number. In many cases the report will be free. You are entitled to free reports if a person has taken adverse action against you because of information in a report; if you are the victim of identify theft; if you are the victim of fraud; if you are on public assistance; or if you are unemployed but expect to apply for employment within 60 days. In addition, you are entitled to one free report every twelve months from each of the nationwide credit bureaus and from some specialized consumer reporting agencies. See www.ftc.gov/credit for details about how to obtain your free report.

You have a right to know your credit score. Credit scores are numerical summaries of a consumer's creditworthiness based on information from consumer reports. For a fee, you may get your credit score. For more information, click on www.ftc.gov/credit. In some mortgage transactions, you will get credit score information without charge.

You can dispute inaccurate information with the consumer reporting agency. If you tell a consumer reporting agency that your file has inaccurate information, the agency must take certain steps to investigate unless your dispute is frivolous. For an explanation of dispute procedures, go to www.ftc.gov/credit.

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs	800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775	
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Affairs	
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial	202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of GIPSA Deputy Administrator	202-720-

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

Running Brook Cooperative, Inc.
Bylaws/Community Rules/Occupancy Agreement
Acknowledgement Form

I/We _____ are
applying for membership in the Cooperative for the lot located at
_____ (street address). I/we have received and read a copy of the
_____ Bylaws, Community Rules, and **Occupancy Agreement**.

By signing and dating this form, I/we acknowledge that we understand and will obey the
Bylaws, Community Rules, and **Occupancy Agreement** of
_____. If I/we do not follow these bylaws, rules, and
occupancy agreement, I/we understand that this could be grounds for expulsion from
membership and/or eviction from the community.

Applicant signature: _____ Date: _____

Co-applicant signature: _____ Date: _____

This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. 1681b(a)(2).

I/WE further authorize the **Running Brook Cooperative, Inc.** to contact the references listed on my/our application in order to assess my/our **Application for Membership** in said Cooperative.

I/WE further authorize **Running Brook Cooperative, Inc.** to verify past and present landlord references in order to assess my/our **Application for Membership** in said Cooperative.

It is understood that a photocopy and/or facsimile of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my/our **Membership Application.**

Applicant

Date

Co-applicant

Date

Pet Registration Form
Running Brook Cooperative, Inc.
Please fill out one form per pet

Pet's name: _____ Tag #: _____
_____ cat _____ dog
_____ other - specify: _____

Breed: _____ color: _____

Insurance company- homeowners: _____

Insurance company phone: _____

Account #: _____ address: _____

_____ agent: _____

If you are not at home, who can handle this pet?

Name: _____ phone: _____

Failure to comply with Park Rules is a breach of your lease agreement and is sufficient grounds for eviction. NH-RSA 540:2(ii)(c). These rules will be strictly enforced.

I (We) hereby attest that this information is correct and that I (we) will obey all Park Rules pertaining to pets.

Applicant signature: _____ date: _____

Co-applicant signature: _____ date: _____

BYLAWS of Running Brook Cooperative, Inc.

1. The name of this Corporation shall be Running Brook Cooperative, Inc., herein after referred to as the "Cooperative," located in Derry, County of Rockingham, State of New Hampshire.

PURPOSE

1. The purpose for which this Corporation is formed is to own and operate a manufactured housing park, herein after referred to as the "Park," as a cooperative (RSA 301-A) and be involved in other cooperative activities, on a nonprofit basis for the benefit of the residents.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the Park for the current residents, and to keep it affordable long term for low and moderate-income individuals and families. In accordance with the purpose stated in the Cooperative's Articles of Incorporation, the Cooperative will conduct its business in a manner designed to preserve the affordability of the sites within the park for low to moderate income homeowners.

MEMBERSHIP

1. A "Member" is defined as the adult (18-years-or-older) individual(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who
 - (1) own and reside in a manufactured housing unit (herein after referred to as the "Unit") in the Park and the other adult Members of their household who have signed an Occupancy Agreement, being the "ultimate consumer(s)" of the housing opportunity provided by the cooperative. A person is seen as owning or co-owning a Unit if he or she owns the Unit directly or through his or her "living" or "Grantor" trust. A "Grantor" or "living" trust is any trust that is established by an individual under such terms as: (1) appoint him or herself as the trustee during his or her lifetime (and or competency); (2) is revocable by him or her; and (3) designates him or herself as the beneficiary for his, her or their lifetime.
 - (2) is/are in good standing with the Cooperative. A "Member in good standing" is a Member whose lot rent and Membership fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current.
 - (3) is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the cooperative and in the operation of the housing park.
2. Upon continued payment of the lot rent and compliance with the other terms of the Occupancy agreement, the Bylaws of the Cooperative and the Rules and Regulations

Article 5 of these Bylaws, with a sixty (60) day written notice to all Members and non-Members.

- .9 Any Member whose activity in the Cooperative is contrary to basic cooperation principles or who endangers the effective operation of the Cooperative may be expelled from Membership in the Cooperative by the Board of Directors. Loss of Membership carries with it loss of privilege to lower lot rent. Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15)- day notice. The Member's certificate or subscription shall be repurchased at par value, less any debts owed and expenses incurred by the Cooperative on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. An eviction of the member shall automatically terminate his/her membership.

The Member shall have the right to appeal to the next Membership meeting and will be given a reasonable opportunity to be heard, either in person or by counsel. The appealing Member may call a Special Meeting for this purpose in accordance with the Bylaws, article 7.3. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member.

- .10 Any Member who wishes to be represented by legal counsel as the result of a Cooperative action must notify the Board of this fact ten (10) days in advance of the meeting. The member shall solely be responsible for the cost of his/her attorney. In no case should the Cooperative be responsible for paying any legal fees of the member.

HOME SALES AND RENTALS OF UNITS

- .1 Any Member or non-Member who plans to move their Unit out of the park or demolish their unit 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.
- .2 Notice to the Board of Directors stating the intention to sell a Unit 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 Cooperative. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. Any member wishing to transfer the amount paid into their membership to the buyer may do so in writing to the Board of Directors. The member will be required to execute a form assigning his or her membership, prior to the closing. See the exception for certain trust transfers contained in paragraph 3.2, which applies here as well.
- .3 For a period of thirty (30) days following the delivery of the notice to the Board, the Member may sell only to a lower-income family or individual. During this 30-day period, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the Member shall accept the offer from the lower-income family or individual. Provided, that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.

VOTING

- 1 Fifty-one percent (51%) of the current Membership shall constitute a quorum at a Membership meeting. There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned. If a quorum has been achieved, any motions for consideration shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Park Rules.
- 2 A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the slate of nominees and be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the Membership meeting. The Board of Directors may allow for an absentee ballot for the following reasons: hospitalization, shift work, infirmity, out of state. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed, the Member must request it ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.
- 3 Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by a majority of the entire Membership. A copy of the motion and vote must be kept on file with the Cooperative's Membership meeting minutes.
- 4 The Bylaws of the Cooperative and the Park Rules shall be adopted or repealed by a majority vote of the entire Membership.
- 5 The Bylaws and the Park Rules may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- 6 Any decision that may commit an expenditure of two thousand dollars (\$2,000), (*increase in large park*) or more of Cooperative resources, that does **not** appear in the approved annual budget, shall be made by the Membership at an Annual, special, or regular meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed three thousand dollars (\$3,000) require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or special meeting of the Membership.

FISCAL YEAR

- 1 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of June of each year. The Cooperative shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of RSA 301-A:30.

- 8.6 The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations. The Board of Directors may from time to time set up committees and/or ad-hoc groups to work on specific responsibilities. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.
- 8.7 Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the Park.
- 8.8 Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, and hour of any special meeting shall be posted in a common area and communicated personally to each Board Member not less than three days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken be ratified at a subsequent properly noticed meeting.
- 8.9 Regular and Special Meetings of the Board of Directors shall be open to the Membership except when the Board moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and confidentiality, or to receive or discuss advice from legal counsel. A decision may not be made in Executive Session, where minutes are not kept. Decisions must be made in the form of a motion at a public meeting.
- 8.10 At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established.
- 8.11 Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes.
- 8.12 Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses paid while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may receive compensation for their freely executed contracts approved by the Board or Membership as the case may require, so long as the contract does not create a conflict of interest.
- 8.13 Any Director whose actions are determined to negatively affect the operation of the Cooperative may be removed by a majority vote of the Members present at any regularly scheduled or special meeting of the Membership where a quorum is present, provided that a 10 day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after a majority vote of the entire Board of Directors or after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership. Said resolution shall clearly state that a majority vote of the Membership will be needed to remove the Director. The notice shall state the date, time and place of the meeting where said vote will be taken. ~~Vacancies on the Board of Directors, which result from a removal vote of the Membership,~~ shall be filled in accordance with Article 8.4 of these Bylaws. This section does not restrict any Directors' voluntary resignation from the Board of Directors or from office.
- 8.14 The membership of the cooperative shall adopt a Conflict of Interest policy and procedure.

- 9.9 Each Officer, Director, employee, and agent handling funds or securities amounting to - \$1,000 or more in any one year shall be covered by adequate bond in accordance with RSA 301-A:29.

INDEMNITY

- .1 The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Cooperative.
- .2 Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director or Officer of the Cooperative, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Cooperative, indemnity for his or her reasonable expenses, including attorneys fees incurred in the defense of the proceeding, may be assessed against the Cooperative, its receiver, or its trustee, by the court in the same or a separate proceeding if (1) the person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court; and (2) the court finds that his or her conduct fairly merits such indemnity. The amount of such indemnity shall be so much of the attorneys fees incurred and other expenses as the court finds to be reasonable.
- .3 Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, Officer, or employee of the Cooperative, in any proceedings other than an action by the Cooperative, indemnity for his or her reasonable expenses including attorney fees incurred in the defense of the proceeding may be paid by the Cooperative if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed, to the best interest of the Cooperative; any such indemnity shall be made as authorized by majority vote of the Membership.

RECORDS

- .1 The records of the Cooperative shall be kept by the Directors then in office and transferred to newly elected Directors upon change over. Records of the Cooperative shall be kept for the periods indicated by the following schedule:
 - A. Articles of Incorporation, Bylaws (originals and changes), Board lists and Minutes (Membership and Board); as long as the corporation exists plus seven (7) years.
 - B. Financial Records (Accounts Receivable, Accounts Payable, and Checkbooks); three (3) years, more if there is a recent or pending lawsuit.
 - C. Membership records two (2) years.
- .2 Records of the Cooperative shall be open to the inspection of any Member at a reasonable time and place within 48 hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.

DISSOLUTION

AMENDMENT TO BY-LAWS

Effective Immediately

Board of Directors:

Addition to paragraph 8.4:

Board members definitely resigning due to medical, family, stress or personal reasons **must be in writing within 48 hours.**

If a Board member resigns for any other reason a written resignation within two (2) weeks and finalized in one (1) month will be required if mediation is not wanted.

- END OF AMENDMENT -

RUNNING BROOK COOPERATIVE BY-LAWS

Total 1 page

Date approved by the Membership of Running Brook Cooperative, Inc.

Signed _____ Secretary of the Cooperative
Anne Sheehan

(Page should show date of approval or when amended.)

Park Rules

Running Brook Cooperative, Inc.

**A Resident-Owned
Manufactured Housing Park**

Owned and operated by: Running Brook Cooperative, Inc.

IMPORTANT NOTICE REQUIRED BY LAW:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRES ALL RULES OF THIS PARK TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE PARK AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE PARK PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS PARK, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS PARK. YOU MUST NOTIFY THE PARK IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE PARK.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, 33 CAPITOL STREET, CONCORD, NEW HAMPSHIRE 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE...

- a) For sales of homes:
 - I) The letter will contain the agent's name, telephone number, and address;
 - II) The names, telephone number and address of any party having signed a Purchase and Sales Agreement.
- b) For removal of homes:
 - III) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
 - IV) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
 - V) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
- c) For homes to be moved in:
 - (I) The Board of Directors reserves the right to inspect and view any home before moving into the park.
 - (II) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the park are allowed.
- 5) Septic systems are not to be used for disposal of grease, condoms, feminine napkins (including Tampax) children's toys, and non-bathroom tissue. As a co-op member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the tenant's failure to follow this rule, the tenant may be responsible for the entire repair.
- 6) Anyone purchasing a new washing machine should consider an energy efficient washer due to the capacity of the well.
- 7) See 9/19/10 amendment It is the responsibility of the tenant to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. Don't forget to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home were there is a leak until a repair is made. (amended 6/19/2010)
- 8) See 8/31/09 and 9/19/10 amendments You **HAVE** to Notify the Board of Directors if there is a **CHANGE** in the occupancy in your home. The Board of Directors may require an Occupancy Agreement to be signed by an additional occupant. Any potential occupant, who has a criminal record, including a felony or dangerous offense, may be rejected as an occupant or member (amended 6/19/2010)
- 9) All tenants are responsible for the actions of their guests and their children and pets. Rules apply to all guests as well as the tenant. Adults, children and pets are not to be on the property of others uninvited.

- 6) No pools are allowed.
- 7) Commercial signs are not allowed.

IV. SITES

- 1) Freestanding clotheslines are permitted.
- 2) Rubbish removal is the tenant's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
- 3) See 9/19/10 amendment Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed, the grass no higher than 6". If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense. (amended 6/19/2010)
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No old furniture of any kind except for lawn furniture may be left around the home.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces or barbecue pits are not permitted.
- 6) **Fences may be used for decorative purposes only.** No lot perimeter fences are allowed. The Board of Directors has final approval on fences.
- 7) See 8/31/09 amendment The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the park infrastructure. Ask **before** you dig or plant!
- 8) Approval for planting, trimming and replacement of all trees is at the discretion of the Board of Directors.

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the park. No vehicle repair or fluid changing is to be performed in the park. Tire changes and minor actions such as adding windshield fluid are permitted.
- 2) Parking spaces will be allocated to each home. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snowplowing or emergency vehicles. There **WILL be no parking** across from driveways.
- 3) See 8/31/09 amendment Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not used in the park except to enter and exit.

VIII. SEVERABILITY

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

IX. LIABILITY AND INDEMNITY

The cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leading or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or park premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home park or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

Except for gross negligence of cooperative, homeowners hereby release cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by cooperative under conditions of these rules and regulations or the laws of the State of New Hampshire.

RUNNING BROOK COOPERATIVE RULES

Total 11 Pages – Approved on 03/25/2006

by the Membership of Running Brook Cooperative

Signed _____ Secretary of the Cooperative
(Signature above with printed below)

Anne M. Sheehan

31th day of May, 2011, by and between the Running Brook 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 Derry and State of New Hampshire, (hereinafter called the "Cooperative"), and Kevin Mellen (hereinafter called the "Member") of **100 Rockingham Road Lot # 2** in said Cooperative.

WHEREAS, the Cooperative was organized to own and operate a manufactured housing park, now known as the Peaceful Acres MHP NH, (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 Bylaws 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) 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 **100 Rockingham Road Lot # 2**. (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 Bylaws 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 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 see Appendix B 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 Lot Rent, if it deems necessary, 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 Thirty-five dollars (\$35) late payment fee for Lot Rent received after the Fifth (5th) of each month.

The Member further agrees to timely pay when and if due to the Town of Derry all monthly water/sewer Lot Rent 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.

Member (and member's spouse signing this agreement for these purposes if not as 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 4 - 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 Park by the Cooperative; the payment plan agreed to in the Subscription Agreement is hereby incorporated into this Occupancy Agreement.

to maintain these utilities in good and reasonable working order; to plow and maintain roads providing ingress and egress between the Lot and Rockingham Road; 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 Bylaws, 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 30 day Notices To Quit may be accompanied by a notice of the Lot Rent 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 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 and upon such terms and for such time periods as it deems appropriate.

Article 10 - Limitation on Member's Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of section 4 of the Bylaws of the Cooperative as may be amended from time to time 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 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.

AMENDMENTS TO PARK RULES

Effective August 31, 2009

II. OCCUPANCY

Section 8 - changed to read:

You **MUST** notify the Board of Directors if there is a **CHANGE** in the occupancy in your home. The Board of Directors will require an Occupancy Agreement to be signed by an additional occupant. Any potential occupant, who has a criminal record, including a felony or dangerous offense, may be rejected as an occupant or member. Occupants must be related to the home owner.

II. OCCUPANCY

Section 11 - changed to read:

Quiet hours are from 10 PM to 7 AM weekdays and 11PM to 8 AM weekends.

III. BUILDING AND STRUCTURES

Section 4-A - changed to read:

May not exceed 14' x 16' - height not to exceed 12' at peak

IV. SITES

Section 7 - changed to read:

The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the park infrastructure. Ask **before** you dig or plant shrubbery or trees for board approval.

V. VEHICLES

Section 3 - changed to read:

Motorized trail bikes, ski-mobiles, go-carts, and all-terrain vehicles are not used in the park except to enter and exit.

Skateboarding and roller blades are not allowed.

Volunteer Interest Sheet

Running Brook Cooperative, Inc.

Please check off all that apply.

- | | |
|---|--|
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Electrical |
| <input type="checkbox"/> Typing | <input type="checkbox"/> Taking Notes |
| <input type="checkbox"/> Fundraising | <input type="checkbox"/> Carpentry |
| <input type="checkbox"/> Cooking | <input type="checkbox"/> Gardening |
| <input type="checkbox"/> Organizing Events | <input type="checkbox"/> Childcare |
| <input type="checkbox"/> Bookkeeping | <input type="checkbox"/> Recycling |
| <input type="checkbox"/> Newsletter | <input type="checkbox"/> Story Telling |
| <input type="checkbox"/> Well Systems | <input type="checkbox"/> Septic Systems |
| <input type="checkbox"/> Chairperson | <input type="checkbox"/> Vice-Chairperson |
| <input type="checkbox"/> Secretary | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Operations/Maintenance | <input type="checkbox"/> Making Phone Calls |
| <input type="checkbox"/> Crime Watch | <input type="checkbox"/> Working w/Teenagers |
| <input type="checkbox"/> Telephoning | <input type="checkbox"/> Filing |
| <input type="checkbox"/> Helping with events | <input type="checkbox"/> Join a Committee |
| <input type="checkbox"/> Other (list below) | <input type="checkbox"/> Mediation |

Member Occupancy Agreement
Running Brook Cooperative, Inc.

This Agreement, made and entered into at Derry, State of New Hampshire this _____ day of _____, 20____, by and between the Running Brook 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 Derry and State of New Hampshire, (hereinafter called the "Cooperative"), and _____ (name) (hereinafter called the "Member") of 100 Rockingham Road Lot # _____ in said Cooperative.

WHEREAS, the Cooperative was organized to own and operate a manufactured housing park, now known as the Peaceful Acres MHP NH, (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 Bylaws 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) 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 100 Rockingham Road 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 Bylaws 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 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 Three hundred dollars (~~\$300~~) 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 Lot Rent, if it deems necessary, 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 Thirty-five dollars (\$35) late payment fee for Lot Rent received after the Fifth (5th) of each month.

The Member further agrees to timely pay when and if due to the Town of Derry all monthly water/sewer Lot Rent 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.

Member (and member's spouse signing this agreement for these purposes if not as member) hereby waives any and all homestead rights as provided for in RSA 480 or by any

Article 7 - 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 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 Rockingham Road; 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 Bylaws, 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 30 day Notices To Quit may be accompanied by a notice of the Lot Rent 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 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 and upon such terms and for such time periods as it deems appropriate.

Article 10 - Limitation on Member's Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of section 4 of the Bylaws of the Cooperative as may be amended from time to time 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 Bylaws require notice to be given to either party, any notice by the Cooperative to the Member shall be deemed to

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

Members:

Signed _____ Printed _____

Signed _____ Printed _____

All titled members must sign above. Untitled spouses are also encouraged to sign above. Untitled spouses who do not sign above must sign below for the purpose of waiving Homestead Interest.

Spouse:

Signed _____ Printed _____

Witness to all signatures:

Signed _____ Printed _____





State of New Hampshire
 Department of Safety
DIVISION OF STATE POLICE
 Central Repository for Criminal Records
 33 Hazen Drive, Concord, NH 03305

CRIMINAL RECORD RELEASE AUTHORIZATION FORM

SECTION I

PLEASE TYPE OR PRINT CLEARLY, ALL INFORMATION IN THIS SECTION **MUST BE COMPLETED**

NAME _____
LAST (MAIDEN/ALIAS) FIRST MI

ADDRESS _____
STREET CITY STATE ZIP CODE

DATE OF BIRTH _____ HAIR COLOR _____ EYE COLOR _____ SEX _____

DRIVER LICENSE NUMBER _____ STATE _____

PURPOSE OF RECORD: Housing Employment Annulment/Expungement Other: _____

My signature below certifies I am the individual listed above and that the information provided is true.

YOUR SIGNATURE: _____ DATE _____
Signed under penalty of unsworn falsification pursuant to RSA 641:3.

SECTION II

IF RECORD IS TO BE MAILED TO YOU, OR RECEIVED BY SOMEONE OTHER THAN YOURSELF,
ALL OF SECTION II MUST BE COMPLETED

I hereby authorize the release of my criminal record conviction(s), if any, to the following individual:

Faith Ward
 NAME OF PERSON/FIRM TO RECEIVE RECORD

ADDRESS 100 Rockingham Rd. Lot 21, Derry, NH 03088
STREET CITY STATE ZIP CODE

YOUR SIGNATURE _____ DATE _____

NOTARY'S SIGNATURE _____ DATE _____
(Affix Seal) (Comm. Exp.)

Faith Ward
 SIGNATURE OF PERSON/FIRM TO RECEIVE RECORD DATE _____

NOTE: A \$25.00 fee is required for each request - make checks payable to: State of NH - Criminal Records

Selling the home

Homeowner responsibilities

- The homeowner must inform the board of his or her intent to sell the home.
- In most co-ops, the home is required to be marketed to low- to moderate-income homebuyers for the initial period of 30-60 days, depending on the bylaws. All other considerations being equal, income-qualifying buyers will take precedence during this period. After this time period passes, this restriction is removed.
- If the homeowner vacates the home during the sale process, he or she is still fully responsible for all upkeep and lot rent.
- All co-op requirements regarding "For Sale" signage must be adhered to. Check the community rules for clarification.
- The homeowner is responsible for continued maintenance of the lot and preparation for the change in ownership. The lot must be left neat and clean. Any failure may result in the co-op holding back part or all of the seller's membership fee.
- The homeowner is the initial liaison between buyers/real estate agents and the membership committee.
- The homeowner/seller should request that a membership package be given to any prospective buyers and/or real estate agencies that list the home.
- The homeowner/seller is required to inform all prospective buyers of the requirement of membership acceptance, the process, the time frame involved, and any special conditions that may apply.
- Fuel storage tanks must be upgraded to meet state and federal installation standards BEFORE ownership changes. The financial responsibility for this must be decided between the seller and buyer.
- Pro-ration of lot rent must occur between the seller and buyer. No credit for any portion of lot rent will be given by the co-op to either party.
- The co-op DOES NOT involve itself with negotiations of the sale of the home, except as it may directly affect the cooperative!
- Transfer of the membership fee as a part of the sale is not allowed. The homeowner/ seller must request reimbursement from the co-op and the buyer must pay their whole membership fee directly to the co-op.
- The sale transaction is not complete until the buyer's membership fee is paid in full to the co-op and verified, a new Occupancy Agreement is fully executed, and the transfer deed is signed by the co-op. Only then may the new homeowner take full possession of the dwelling and move in.
- Under no circumstance may the new owner move any property into the home or onto the lot until the sale is complete. This includes resolving any issues between

the co-op and the previous homeowner.