

RENTAL APPLICATION

**FORM
3**

ON-SITE MANAGER USE ONLY:			
COMMUNITY NAME:		FEE(S) RECEIVED \$ _____ Consumer Report = \$45 per Applicant Out-of-State Report = \$15 per Applicant per Out-of-State	CHECK ONE: Primary Resident Additional Occupant
Community Info	DATE RECEIVED:	MANAGER'S NAME:	COMMUNITY PHONE NUMBER:
	REQUESTED MOVE-IN DATE:	REQUESTED SPACE NUMBER:	RENT AMOUNT:
	TOTAL NUMBER OF APPLICANTS:	TOTAL NUMBER OF OCCUPANTS IN HOME:	NUMBER OF VEHICLES:
INSTRUCTIONS: Please print clearly and legibly – All information <i>MUST</i> be filled out - DO NOT LEAVE ANY SECTIONS BLANK – IF NOT COMPLETED, APPLICATION MAY NOT BE CONSIDERED			
WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER			
APPLICATIONS MUST BE COMPLETED BY ALL POTENTIAL OCCUPANTS 18 YEARS OF AGE OR OLDER AND/OR EMANCIPATED MINORS			
LEGAL NAME AS IT APPEARS ON GOVERNMENT ISSUED ID (FIRST, MIDDLE, LAST)			
SOCIAL SECURITY# / TIN:		DATE OF BIRTH:	SECONDARY GOVERNMENT ISSUED ID: <input type="checkbox"/> DRV. LIC. & STATE <input type="checkbox"/> STATE ID <input type="checkbox"/> PASSPORT
			License #: _____ Exp. Date: _____
TELEPHONE:		EMAIL: _____ Authorization to receive information via email	
WE REQUIRE THE MOST RECENT FIVE (5) YEAR RESIDENTIAL HISTORY ON ALL APPLICATIONS AND APPLICANTS.			
ATTACH AN ADDITIONAL SHEET IF NECESSARY			
CURRENT ADDRESS:		CITY:	STATE: ZIP:
<input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> RESIDE WITH FAMILY	CURRENT MONTHLY PAYMENT:	LENGTH OF OCCUPANCY Yrs: Mths:	REASON FOR LEAVING:
CURRENT LANDLORD NAME:	ADDRESS:		TELEPHONE:
PREVIOUS ADDRESS:		CITY:	STATE: ZIP:
<input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> RESIDE WITH FAMILY	PREVIOUS MONTHLY PAYMENT:	LENGTH OF OCCUPANCY Yrs: Mths:	REASON FOR LEAVING:
PREVIOUS LANDLORD NAME:	ADDRESS:		TELEPHONE:
PREVIOUS ADDRESS:		CITY:	STATE: ZIP:
<input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> RESIDE WITH FAMILY	PREVIOUS MONTHLY PAYMENT:	LENGTH OF OCCUPANCY Yrs: Mths:	REASON FOR LEAVING:
PREVIOUS LANDLORD NAME:	ADDRESS:		TELEPHONE:
PREVIOUS ADDRESS:		CITY:	STATE: ZIP:
<input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> RESIDE WITH FAMILY	PREVIOUS MONTHLY PAYMENT:	LENGTH OF OCCUPANCY Yrs: Mths:	REASON FOR LEAVING:
PREVIOUS LANDLORD NAME:	ADDRESS:		TELEPHONE:
HAVE YOU EVER BEEN CONVICTED OF A CRIMINAL OFFENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF SO, WHERE & WHEN?	OFFENSE?
HAVE YOU EVER BEEN EVICTED? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF SO, WHERE & WHEN?	REASONING?
PETS: <input type="checkbox"/> DOG(S) # _____ <input type="checkbox"/> CAT(S) # _____ <input type="checkbox"/> OTHER # _____ <input type="checkbox"/> NONE		BREED/WEIGHT AT MATURITY (IN POUNDS):	
IF OTHER, PLEASE SPECIFY: _____			
INCOME INFORMATION			
NET MONTHLY INCOME:		SOURCE OF INCOME	
FREQUENCY OF INCOME: <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Bi-Weekly		<input type="checkbox"/> SELF EMPLOYED ** tax return & bank statements (2 most recent report periods) <input type="checkbox"/> INVESTMENT/RETIREMENT/PERIODIC ** Savings, retirement or other investment statements (2 most recent reporting periods) <input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> DISABILITY <input type="checkbox"/> EMPLOYED ** Two (2) months pay stubs <input type="checkbox"/> OTHER (Please explain) _____	
DATE OF HIRE:	HOW LONG RETIRED:		
IF EMPLOYED, PLEASE PROVIDE: NAME OF EMPLOYER:		POSITION:	TELEPHONE:
SUPERVISOR:		ADDRESS:	

OCCUPANTS UNDER AGE 18 (Attach additional sheet if necessary)					
OTHER INFORMATION	NAME	DOB	DRV. LIC. & STATE, STATE ID, OR PASSPORT #	SOCIAL SECURITY # / TIN	RELATIONSHIP
VEHICLE INFORMATION					
VEHICLE MAKE	YEAR	MODEL	LICENSE PLATE #	OTHER (RV, BOAT, ETC)	
<p>I/We certify that Community management has the right to refuse admission to any manufactured home if upon arrival at the Community, the home is not the same or in the same condition represented by the applicant in this application. Upon approval of this application, I/We will execute a written rental agreement and all other required documents prior to occupancy and within forty-five (45) days or approval for residency will be withdrawn. If I choose to submit a new application, a new application fee will be required.</p>					
APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION					
<p>I/We certify by signing below that, to the best of my/our knowledge, all statements are true and correct. We further authorize COMMONWEALTH REAL ESTATE SERVICES and its subsidiaries to obtain credit reports, character verification, rental history, employment history, public records, criminal history and personal references as necessary to verify all information put forth in the above referenced application for tenancy. False, fraudulent or misleading information or references as well as any returned check(s) for application fee(s) may be grounds for denial of tenancy or subsequent eviction.</p> <p>I/We hereby hold COMMONWEALTH REAL ESTATE SERVICES, its owners, agents and subsidiaries harmless from any liability for exchanging written or verbal information concerning my tenancy with prior landlords.</p> <p>By signing below, I authorize the preparation of an investigative report. For this purpose, I authorize and understand that investigative background inquiries are to be made on myself including consumer, criminal, driving and other reports. Further, I understand that you will be requesting information from various Federal, State and other agencies which maintain records concerning my past activities relating to my driving, credit, criminal, civil, tenancy and other experiences. I release all of the above, including The Screening Pros, Manage America, CoreLogic, SafeRent, FAR, NCR, Origin and their agents to the full extent permitted by law from any claims, damages, losses, liabilities, and expenses arising from the retrieving and reporting of information. All reports will be kept confidential. Further, Landlord has my/our authorization to use said reports in working with any future collection actions). According to the Federal Fair Credit Reporting Act, I am entitled to know if I was denied based on the information obtained and to receive, upon written request to the appropriate credit reporting agency, a disclosure of the public record information and of the nature and scope of the investigative report.</p> <p>We acknowledge receipt of community's Screening Policy/Criteria. In addition to base application fees, I/we agree to pay directly to provider any and all additional fees and costs associated with obtaining information necessary to complete the application process.</p> <p>This application is not complete without payment of all required application fees by check or money order. This application will be denied upon failure to meet community's screening criteria and/or to provide required documentation, pursuant to law. Upon denial, landlord has no further obligation to consider this application.</p> <p>This application shall be automatically extended for an additional seven (7) days in the event all information necessary to complete this application is not provided to community within the time permitted by law.</p> <p>I, the undersigned applicant, do hereby certify that the information provided by me is true, accurate and complete to the best of my knowledge. Any copy of this document is as valid as the original.</p>					
PRINT FULL NAME:					
SOCIAL SECURITY NUMBER / TAX IDENTIFICATION NUMBER:			DATE OF BIRTH:		
CURRENT ADDRESS:					
CITY/COUNTY/STATE/ZIP:			<input type="checkbox"/> DRV. LIC. & STATE <input type="checkbox"/> STATE ID <input type="checkbox"/> PASSPORT #: _____ EXP DATE: _____		
APPLICANT'S SIGNATURE:			DATE:		



Employment History Verification Request

We have received an application from the person(s) named below to rent a space in our manufactured home community. Please fill out your response to the following questions and email (*preferred*) to: _____ or fax to: (____)_____. Prospective Tenant: _____

I _____ (*print name*) have applied for residency at _____ and stated that I am now or was formerly employed by you. My signature below authorizes verification of the following information.

Signature _____

Date _____

Current Employer: _____

Address: _____

Telephone: _____

Occupation _____

Supervisor _____ Employment Dates: _____ / _____
From To

Gross Monthly Salary: \$ _____ Full Time Part Time Temporary Self Employed

Do you anticipate that the applicant's employment will continue? Yes No

Previous Employer: _____

Address: _____

Telephone: _____

Occupation _____

Supervisor _____ Employment Dates: _____ / _____
From To

Gross Monthly Salary: \$ _____ Full Time Part Time Temporary Self Employed

Under penalty of perjury, I certify that the information provided is true and correct:

Employer Signature: _____ Date: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip: _____



Rental History Verification Request

We have received an application from the person(s) named below to rent a space in our manufactured home community. Please fill out your response to the following questions and email (*preferred*) to: _____ or fax to: (____)_____. Prospective Tenant: _____

I _____ (print name) have applied for residency at _____ and stated that I am now or formerly rented housing from you. My signature below authorizes verification of the following information.

Signature _____

Date _____

Current or previous address: _____
(Circle One)

Apartment or community name: _____

Address: _____ Space or Apt. #: _____

City: _____ State: _____ Zip: _____

Manager/Landlord Name: _____

Move-in and Move-out date(s): _____

Monthly rent: \$_____ Did the tenant pay on time? _____ Any Returned Checks? _____

Was proper notice given? _____ Any complaints? _____

Roommates, pets, etc. not on lease? _____ Damage to unit or space? _____

Any notices issued? _____ Any notices filed? _____

Would you rent to the tenant(s) again? _____

Under penalty of perjury, I certify that the information provided is true and correct:

Landlord Signature: _____ Date: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip: _____

SCREENING POLICY/CRITERIA FORM
5

To Prospective Residents:

Thank you for your interest in becoming a resident in a Commonwealth managed Community. A complete packet of information contains copies of our Straight Talk About Manufactured Home Community Living, Statement of Policy, Rental Agreement, Rules and Regulations, RV Storage Agreement (if applicable) and Pet Agreement (if applicable). We strive to enforce strict resident acceptance policies consistent with the requirements of each community. Please note we provide equal housing opportunity to all persons and comply with all Federal, State and local laws regarding Fair Housing requirements. Reasonable Accommodations are provided, upon request, to applicants with disabilities. In order for you to become a resident of a Community, you must provide certain information and meet the following criteria:

1. Prospective occupants who are at least 18 years of age or emancipated minors must completely fill out and sign a rental application/authorization for a consumer report and criminal background check. All information on the application must be correct and legible. All applicants must qualify individually for residency. If one co-applicant does not qualify and the other does, we will have to deny approval for residency. If you refuse to fill out any part of the application or authorize us to run the necessary reports or provide any incomplete, inaccurate, or fraudulent information or references, we will deny your application for residency.
2. Applicants must provide two (2) pieces of identification, one with each applicant's photo from a government office (e.g., Driver's License, State ID Card, Passport) and each applicant's Social Security Card or proof of a Tax ID number.
3. Applicants must have a history of acceptable credit; five (5) years verifiable occupancy history (the most recent 5 years); and demonstrate an acceptable debt to income ratio.
4. Criminal history may be grounds for denial. **Note: Applicants are required to authorize and pay for an out-of-state criminal background check(s) if they have lived outside the state in which they are applying for residency within the last five years. There is an additional non-refundable charge of \$15.00 per applicant, per state, for this additional screening. Criminal history, which may include charges, convictions, misdemeanors and/or felonies, may not always result in denial of your application.**
5. Applicants must be gainfully employed for (twelve) 12 months or longer with current employer or have verifiable and continuous periodic income from other sources, such as retirement, social security and/or disability. If the Community is either an "age 55 or older" or an "age 62 or older" Community, you must provide proof that you meet the age requirements. Applicants must provide documentation of all sources of income that are to be considered.
6. Any individual who is a current illegal substance abuser, or has been convicted of the illegal manufacture or distribution of a controlled substance will be denied residency.
7. Any individual or pet/animal whose residency would constitute a direct threat to the health or safety of other individuals or whose residency would result in substantial physical damage to the property will be denied residency.
8. If pets are permitted, they must meet the requirements of state and local laws, ordinances, and the Community in regard to number, size, and breed (see Community rules and regulations). The definition of pets is domestic dogs and/or cats. The Community does not allow full or mixed breeds of exotic and/or wild animals, livestock, farm animals and certain breeds of dogs including, but not limited to: Akita, Blue Heeler, Chow, Doberman, German Shepherd, Pitbull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler, Presa Canarios, and Wolf-hybrid.
9. Vehicles must meet community requirements regarding number, size, type and condition.
10. Occupancy may not exceed two (2) persons per bedroom, plus one (1) additional person per household.
11. Homes must be owner-occupied – no sub-leasing (this includes renting bedrooms in home) or rentals.
12. Current laws permit the landlord to deny residency on the basis of, but not limited to: pets; vehicles; number of occupants; credit history; character references; criminal records; tenant history of eviction or property damage; rental history; unverifiable or insufficient income (excessive debt); or incorrect, incomplete, or unverifiable application information. Our policy complies with these laws.
13. All unpaid monies due for the home which applicant desires to purchase must be paid in full (whether by seller, buyer or other) before any application may be approved.

A minimum non-refundable fee of \$45.00 must be paid by check or money order to begin processing each applicant. You will be notified as soon as possible regarding your application approval or denial. Rental Applications, once approved, are open for a period of forty five (45) days; a Rental/Lease Agreement must be executed within that time, or approval will be withdrawn. If you choose to submit a new application, new application fees will also be due. If you have any questions on policies regarding qualifying as a resident in a Community, please address them with the Community Manager.

	Consumer Report	Out-of-State Criminal Background Check Required for residents living outside state of intended residency in the last 5 years
Each Applicant	\$45.00	\$15.00 per state

Thank you – Community Management



**GREEN PASTURES SENIOR
COOPERATIVE**

**A Resident Owned
Manufactured Housing Community**

COMMUNITY RULES
Approved October 10, 2009

Member Approved Amendments Included:

Approved October 10, 2011
Approved April 10, 2013
Approved October 19, 2015

GREEN PASTURES SENIOR COOPERATIVE COMMUNITY RULES

Welcome

Welcome to our community. We wish to provide a pleasant, attractive, and affordable place for seniors to live. All communities need some basic rules to accomplish this goal. We hope these rules are not unnecessarily restrictive, but provide a safe and tranquil community. The future value of your home rest on our community's appearance and reputation in the region. We hope our rules facilitate these goals.

The Board of Directors

** The Board of Directors is elected by the Homeowners/Members in the Community. The Board serves as the governing body for the Cooperative. These rules apply to all member homeowners and all other persons living in the home, as well as guests. They apply equally to Cooperative members and non-members. For brevity, we have used "residents" to refer to all of these persons. These rules may be amended from time to time by the Cooperative members.

1. General Responsibilities

To maintain a healthy and collaborative relationship between the Board of Directors and residents, these are basic guidelines for separating responsibilities between the Cooperative and residents.

a. The Cooperative is responsible for:

- ** i. Maintenance of roads, trees and common areas which include visitor parking areas, garbage dumpsters, mailboxes, RV lot, common area adjacent to the storage shed in Section 2, and other common areas.
 - i.a. Ingress and egress to the RV Lot is not maintained during winter months from November to April.
 - i.b. Designated Common Area paths between Spaces 24, 25, 26, 27, 29 and 38 are not maintained during winter months.

** Amendment Approved by Membership on October 19, 2015

1. **General Responsibilities, (Amended), continued**

a. The Cooperative is responsible for (continued):

- ** ii. Underground utilities up to and including the Co-op provided Home Site connection points.
- iii. The Cooperative will provide water, sewer, and dumpster service.

b. The resident is responsible for:

- ** i. Complying with all the Documents that govern this Community and our Cooperative.
- ii. Paying all state and local taxes on the home.
- iii. Upkeep of your space.
- iv. Hooking up utilities, maintaining connections, and paying utility bills.
- v. Residents are responsible for transporting trash from their homes to the dumpster provided.

c. All residents are liable for damages, injury, or loss incurred in their homes and on their space. Residents are required to carry Homeowners Insurance to include General Liability and Property Damage in an amount specified by the Co-op and your lender, whichever is higher. The Co-op specifies the following amounts of insurance:

- i. **Property Insurance** The home shall be insurance against “all risks” of physical loss using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value, and in any event in an amount that will not incur a coinsurance penalty.
- ii. **Liability Insurance** Public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of \$300,000 per occurrence and in the aggregate. The Cooperative shall be named as an additional insured using ISO Form HO 04 41 or its equivalent and certificates of insurance shall be delivered to the Cooperative annually.

** Amendment Approved by Membership on October 19, 2015

1. **General Responsibilities, (Amended), continued**

Residents' responsibilities, continued

- d. Any resident may at any time request clarification or interpretation of these rules by the Board of Directors.
- e. Residents with disabilities have the right to request waivers or modifications of rules if required as a reasonable accommodation. Residents shall make their request in writing to the Board of Directors. The Board of Directors may establish by resolution additional forms and procedures to be followed in making such request. If approved by the Board, such waivers or modifications shall be in writing. The Board and residents must keep a copy of such agreement.
- f. If a resident fails to take any action required by these rules, the Board of Directors may take such action on behalf of the resident, at the resident's expense.
- g. Housing units are to be owner occupied, and limited to the persons named in the Space Lease. Occupancy shall not exceed 2 persons per bedroom. Any exceptions require written Board approval.

2. **Conduct (Amended)**

We strive to build a safe and tranquil community. Due to the close proximity in which we live, we have basic ground rules to maintain the peace and security of all residents.

- a. All residents are responsible for the actions of their guest and guest children.
- b. Residents must conduct themselves in a reasonable manner at all times, and must not disturb, threaten or harass other residents.
- c. Residents may only be on another's space or in another's home when invited.
- d. Public intoxication is prohibited.

2. Conduct (Amended)

- e. This is a drug free community. Use, possession, or distribution of illegal drugs is prohibited and is cause for immediate eviction, as provided by Oregon law,
- ** f. No commercial or home businesses are allowed, including babysitting and dog sitting businesses.
- g. This is a senior community and noise levels are expected to be at a moderate level at all times. In addition, during quiet hours (10:00 PM until 7:00 AM) they should be even lower.
- ** h. Vandalism or graffiti to your home or space must be immediately repaired or removed by the resident of the space. If not repaired or removed by the resident within 24 hours, the Cooperative may repair or remove it and the cost will be charged to you.
- i. Discharge of firearms, BB guns, archery equipment, and any other weapon is strictly prohibited.

3. Vehicles (Amended)

We strive to provide a safe, clean, and orderly community.

- a. The speed limit within the community is five (5) miles per hour.
- b. At all times vehicles must be operated in a careful manner so as to avoid injury to persons and property.
- c. Motorcycles and motor scooters that are licensed and street legal are allowed. Motorized trail bikes, go-carts and all-terrain vehicles are not to be used in the community.

** Amendment Approved by Membership on October 19, 2015

3. Vehicles (Amended) continued

- ** d. Each space is provided with either off-street or assigned parking spaces for two passenger vehicles. If a member has a recreational vehicle, boat, trailer or other vehicles, approval must be received from the Board of Directors for a parking space in the RV Area for those units. Additional parking will be available for guests' passenger vehicles in the visitor parking areas. Parking on lawns is not allowed. Parked vehicles shall not block access for emergency vehicles.
- e. No major vehicle repair is to be performed in the community.
 - i. No motor oil or any caustic or non-biodegradable substance shall be deposited in any street, sewer system or on the ground within the community. The resident will be charged for any damages caused by such materials.
 - f. Disabled vehicles and vehicles not properly maintained, that pose a potential hazard, or is in such a dilapidated condition that it detracts from the appearance of the community, are not allowed.
- *g. Green Pastures Community streets and vehicle parking areas were originally designed to accommodate passenger vehicles only. Therefore, no vehicle over 3/4 ton will be allowed to park in visitor parking areas or on the streets. Exceptions to this rule will allow commercial vehicles providing services for our cooperative or non-commercial pick up and deliveries to Community Residents.
- *h. RV's, Boats, Trailer, etc. may be assigned a specific parking space in that designated area. Owners of these units must sign a release of liability form to protect Green Pastures Senior Cooperative from responsibility for these units. Vehicles used on a daily or routine basis are not allowed in the RV parking area.

* Amendment Approved by Membership on April 10, 2013

** Amendment Approved by Membership on October 19, 2015

3. **Vehicles (Amended) continued**

*h. continued: This is a storage and/or limited use area. Vehicles are not allowed to drive on un-paved areas in this Community, except those who qualify to use the RV Storage Area. No one will be allowed to reside in a unit parked in this area. Homeowners must submit their request for use of this area to the Board of Directors.

*i. Recreational Vehicles may not be left on Homeowners lot for more than (48) hours to accommodate loading and un-loading.

** j. RV AREA: All RV's, boats, trailers and additional vehicles must be parked in the RV Area. Two units per home are allowed based on availability. More than two units may be allowed temporarily based on availability. Tow vehicles must be disconnected from trailers, boats, etc.

** k. Homeowner guests/visitors who arrive in an RV or Camper may park that unit temporarily in the RV Area but must be assigned a space by the Board of Directors and the owner of these units must sign a release of liability form to protect Green Pastures Senior Cooperative from responsibility for these units. While visiting, the RV or Camper may not be occupied or lived in. Tow vehicles must be disconnected from Campers.

4. * **Pets (Amended)**

We recognize the importance of pets to many residents, but we must establish reasonable limits. Recognizing the close proximity in which we live, we intend that the following rules balance the interest of all residents regarding pets and create a healthy environment for all.

- a. Only domestic household pets and service animals will be allowed. Domestic household pets are defined as dogs, cats and any pet normally kept in a bird cage, terrarium or aquarium (fish, turtles, etc.) There is a limit of (2) pets per home. Example: (1) dog & (1) cat, or (2) dogs, or (2) cats. This does not include terrarium or aquarium pets.

* Amendment Approved by Membership on April 10, 2013

** Amendment Approved by Membership on October 19, 2015

4. * **Pets (Amended) continued**

- b. Exotic and wild animals are not allowed. Pets capable of causing damage to persons or property are not allowed. **Those animals mostly referred to, but not limited to, are the following dogs: Chow, Rottweiler, Doberman, Pit bull, Blue Heeler and German Shepherd.** These breeds do not include Service Animals.
- c. Residents must register all pets with the Cooperative. Registration must include proof of rabies vaccination.
- ** d. No dog houses or pets living outside of a manufactured home are allowed. All animals must be household pets and not outside animals. Pets shall not be outside without proper restraint including leashes, tie downs, zip lines or enclosed exercise pens. All pets must be accompanied by the homeowner when outside of the home.
- ** e. Portable Pet Exercise Pens are permitted and must comply with the following standards:
 - i. A proposed structure package to include containment material, square footage and site location must be submitted to the Board of Directors for approval prior to the purchase or construction of the Pet Exercise Pen.
 - ii. Materials can be green or black wire fencing or wrought iron fencing or other Board approved material.
 - iii. The height of the Pet Exercise Pen is not to exceed 36 inches.
 - iv. Must be portable in that it can be easily moved or disassembled to render any required repairs or maintenance to the home site.
- f. Pets causing a disturbance to other residents, such as barking, will be removed from the community. A process of written notices will be given to the owner.

* Amendment Approved by Membership on April 10, 2013

** Amendment Approved by Membership on October 19, 2015

4. * **Pets (Amended) continued**

- g. All solid waste from pets must be picked up by owner and disposed of in the community garbage containers. This pertains to community property and the property of your neighbor as well as the homeowners own space.
- h. No pet food or dishes may be kept outside.
- i. Guest's pets are subject to these same rules, and the Residents are responsible for guests.

** j. Dogs that have damaged property, threatened someone or bitten someone are not allowed in the Community and must be removed from the Community. Violation of this Rule is a health or safety issue and will be vigorously enforced.

5. **Maintenance of Building and Structures (Amended)**

To preserve the value of our homes and the safety of all residents, all residents should maintain their homes and spaces to a similar standard of upkeep.

- a. All Homes must be maintained in good condition skirting, clean, neat, and painted in a manner keeping with the general appearance of the community.
- b. Accessory structures, porches, decks, steps, and skirting must be kept painted and in good repair so the appearance of the home and space be attractive.
- c. Steps to homes are to be wood, aluminum, or pre-cast concrete. Concrete blocks may not be used as stairs, for the safety of all residents. Residents are responsible for the installation of all steps and railings.

* Amendment Approved by Membership on April 10, 2013

** Amendment Approved by Membership on October 19, 2015

5. Maintenance of building and structures, continued

- **d. Only one or two utility/storage buildings of durable quality materials and construction as provided in 5.e. are allowed on each space. Buildings may be wood or metal. Existing structures may remain, but must be removed from the property if a new building is to be constructed. In the event of home sales, the Board of Directors will decide if an existing utility/storage building(s) qualifies to remain on the property. New structures must comply with the following standards:
 - i. One building or the total of two buildings may not exceed 200 square feet, outside floor dimensions. The structure(s) must comply with Redmond, OR City code R105.2 (Exhibit A).
 - ii. Structure maximum height will measure up to ten (10) feet from the finished floor to the peak of the roof.
 - iii. Location setbacks are six (6) feet from Rear Yard property line and five (5) feet from the Side Yard. If Rear Yard abuts an alley, the minimum setback may be reduced to five(5) feet.
 - iv. Structure should be set on a cement pad, sealed foundation or sealed floor to deter ground animals from making a home under your Accessory Structure.
 - v. Colors must coordinate with the residence.
 - vi. A complete plan/design (pictures are helpful) and site placement must be presented and approved by the Board of Directors prior to building or purchase as provided in 5.e.

- d. 1. Greenhouses are permitted provided that they are in accordance with 5.d. (above) and 5.e. and with the following restrictions.
 - i. The Board of Directors will determine if the designated Space has sufficient room for a Greenhouse.
 - ii. The Greenhouse may not exceed 36 square feet.

- **e. Buildings, structures, porches, sheds, decks, carports, wheelchair ramps, greenhouses, etc. are not permitted without prior approval from the Board of Directors (Exhibit B) . They must also comply with building codes and federal and state regulations. Before

** Amendment Approved by Membership on October 19, 2015

5. Maintenance of building and structures, continued

- ** e. continued: installation, residents must present to the Board a plan for any of the above structures, showing details of the structure and its proposed location on the space. After approval by the Board, the resident must obtain a building permit, if applicable, and give a copy to the Board to be placed in the resident's file.
- f. Residents are responsible for preventing leaks and freezing in their home's water lines. Don't forget to inspect water lines each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until repairs are made.
- g. Residents must not tamper with community electric service or connections. Contact the Board for any necessary repairs.
- h. The Board of Directors will notify the resident if any additional repairs or maintenance is needed. The resident has thirty (30) days from the receipt of notice to complete the requested work. Unless a request for extension is submitted in writing by the resident and approved by the Board.
- ** i. Repainting of your residence and structures will require prior approval by the Board. Structure colors must coordinate with the residence.

6. Space Maintenance (Amended)

These rules provide a standard for upkeep of individual spaces and maintain a neat and orderly community appearance.

- a. Residents must keep their spaces free of debris, waste, and garbage. After notice of violation and thirty (30) days for resident to fix the violation, the Cooperative may clean the space and bill the owners for the cost.

** Amendment Approved by Membership on October 19, 2015

6. **Space Maintenance (Amended) continued**

- **b. Yard and lawns are to be kept trimmed and mowed. You must have the consent of the Board of Directors before cutting or trimming trees, removing existing landscaping or modifying the landscaping with anything more than annual flowers, perennial flowers or small shrubs. Planting of trees MUST have prior approval from the Board to avoid potential problems and damage to underground water pipes and utility lines.
- c. Burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted, but permanent fireplaces or barbecue pits are not.
- d. Rubbish must be removed and placed in the dumpsters provided. Items not used on a weekly or seasonal basis may not be stored outside the home or outside the utility/storage building. Residents must not keep appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, old furniture, etc. stored around their space.
- e. Fences between Homeowner Lots and Front Fences may restrict emergency and utility personnel. Therefore, front fences and fences between Homeowner Lots are not permitted.
- ** f. Any temporary or seasonal garden or landscaping fixtures and decorations MUST be removed within fourteen (14) days of the end of the holiday. Yard decorations and property border decorations, such as miniature fence-like decorations around flower beds or lawn areas, are permitted. Such decorations should not exceed 24 inches. Materials commonly used may be plastic, lightweight metal and/or decorative bricks or other shaped concrete blocks.
- **g. Freestanding clotheslines, such as folding dryer racks, are permitted. They must not be visible from the street. Clotheslines may not be permanently embedded in the ground or fixed to the Homeowners residence.

** Amendment Approved by Membership on October 19, 2015

6. **Space Maintenance (Amended) continued**

- **h. Watering of lawns and landscaping should not be excessive. Use care in placing watering devices (such as sprinklers) to ensure water spray area does not include streets. Monitor the length of time water runs in any given area. Residents are required to adhere to all watering mandates as directed by the City of Redmond for Emergency or Rationing of water.

7. **Set-Up and Removal**

These rules are intended to facilitate easy set-up and removal of all manufactured homes in the community.

a. Set-Up

- i. The Board of Directors must approve and has the right to inspect and view any home before it is moved into the community. The Board must approve the placement and position of the home on the space, as well as any awnings or carports to be constructed.
- ii. If required by local, state, or federal regulations, the regulating authority must approve the age and condition of the home before it is moved into the community.
- iii. Residents are responsible for connecting all utilities, including electrical, telephone, television, and water.
- iv. Skirting and permanent stairs must be installed within thirty (30) days of placing the home in the community.

b. Removal

- i. Residents wishing to remove their homes are required to give written notice of intent to the Board of Directors at least thirty (30) days prior to moving their home.
- ii. Upon the removal of the home, the resident shall be responsible for clearing the space of all debris and trash.

** Amendment Approved by Membership on October 19, 2015

****8. Fines for Rule Violation (Amended)**

a. A written notice of a rule violation will be given to the Homeowner at the first instance. This letter will grant the Homeowner a period of thirty (30) days to correct the situation.

b. If the violation is not resolved within 30 days, the Board of Directors may determine whether to impose a fine and the amount of the fine up to \$50.00.

c. Second and subsequent violations are subject to a fine of up to \$100.00 at the discretion of the Board of Directors.

d. If the Board of Directors determines that any violation is a material violation of the space lease, the Board may vote to proceed immediately to terminate the lease and proceed to eviction.

**** Amendment Approved by Membership on October 19, 2015**

**GREEN PASTURES SENIOR
COOPERATIVE**

**A Resident Owned
Manufactured Housing Community**

BY-LAWS
Approved October 10, 2009

Member Approved Amendments Included:

Approved October 10, 2011
Approved October 19, 2015

Board of Directors Adjustments Included:

Membership Fee Adjustment October 9, 2013

BYLAWS of

Green Pastures Senior Cooperative

- 1.1 The name of this Cooperative shall be Green Pastures Senior Cooperative, referred to as the "Cooperative," located in Redmond, Oregon.

PURPOSE

- 2.1 The purpose for which this Cooperative is formed is to own and operate a manufactured dwelling park, herein after referred to as the "Community," pursuant to ORS 62.800 -.815, and be involved in other activities, on a nonprofit, cooperative basis for the benefit of the members.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the Community 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 community for low to moderate income homeowners.

MEMBERSHIP

- 3.1 A "Member" is defined as an adult natural person, who is 55 years or older and meets all of the following requirements:
- (1) owns and resides (or proposes to reside) in a manufactured dwelling no smaller than a double-wide (herein after referred to as a "Home") in the Community and who has signed (or proposes to sign) a Space Lease, and has paid the membership fee. A member shall also be deemed to own the home where the home is owned by another for the benefit of the member or where the home is held in a grantor trust.
 - (2) is willing to accept membership responsibilities, including, but not limited to, voluntary participation in the governance of the Corporation and in the operation of the Community.
 - (3) All household occupants are ****forty (40) years** of age or older.

** Amendment Approved by Membership on October 19, 2015

MEMBERSHIP, continued

- (4) meets the following membership qualifications, as determined by the Board of Directors:
- (a) the proposed member and any household occupant is not an individual who may constitute a direct threat to the safety of any individual, the Community, or the property of others;
 - (b) the proposed member and any household occupant is not a current illegal substance abuser and does not have a history of violent or drug-related crimes;
 - (c) has an acceptable credit history and credit score;
 - (d) total household gross income is sufficiently in excess of the space lease fee and from a verifiable, legal, and reasonably stable source;
 - (e) if a prior renter, three years eviction-free rental history; and
 - (f) commits to the purposes and policies of the Cooperative including the Community Rules, the Cooperative's Articles of Incorporation and these Bylaws.

(5) Any applicant with a disability (as defined by federal or state law) who is denied membership may request the Board to consider a request for a reasonable accommodation.

- 3.2 Each Home shall have only one Member. If more than one person in a home qualifies to be a Member, the homeowners shall decide which person shall apply to the Cooperative to become a Member.
- 3.3 Each Member shall have one vote. An individual may not have more than one membership in the Cooperative.
- 3.4 One of the buyers or owners of Homes seeking to lease a lot in the Community must become a Member of the Cooperative, unless otherwise provided by law for lien holders in title.
- 3.5. Persons seeking Membership shall: (1) apply for Membership on a form prescribed by the Board of Directors and pay the application fee; (2) meet the membership criteria; (3) pay in full the membership fee; (4) execute a Space Lease, along with any other owner in the Home; (5) own or have a contract to buy and intent to occupy a Home in the Community; and (6) commit to the purposes and policies of the Corporation, including the Community Rules and these Bylaws.
- 3.6 The Membership Fee shall be * \$200.00 The Board of Directors may periodically adjust the fee amount but shall not allow the fee to exceed an amount that would cause the fee to be classified as a regulated security share by the State of Oregon (the current limit is \$1,000.00). Except for periodic adjustments, the Membership Fee charged by the Cooperative shall be the same for all Members. Membership Fees accumulate no interest.

* Adjusted by the Board of Directors 10/9/2013

MEMBERSHIP, continued

- 3.7 *A Certificate of Membership* (hereinafter referred to as "Certificate") shall be issued to any Member who has fully paid their Membership Fee. Except as provided below for the redemption of a certificate by the Cooperative, a certificate cannot be sold or otherwise transferred. Each membership certificate shall include a conditions that requires that the certificate (or authorized duplicate) must be returned to the Cooperative upon termination of the membership in exchange for no more that the price originally paid by the purchasing individual. The member must return the membership certificate to the Cooperative before receiving a return of the membership fee.
- 3.8 The Board of Directors reserves the right to use all or part of a Member's Membership fee to pay any debt due to the Cooperative, or expenses incurred as a result of a Member's actions or non-actions including but not limited to costs the Cooperative has incurred in terminating the lease, removing abandoned property, making repairs to the home site, paying any liens for debts of the Member on the home site; such debts and expenses being legally the responsibility of the Member. Any obligation to the Cooperative created by those in the Member's Home shall be considered to be the Member's debt. The Member shall replenish a capital balance decreased on such account in order to avoid a suspension of the membership so that they may be entitled to vote.
- 3.9 All Members shall be entitled to pay the Member space lease fee established by the members as provided in Article 5. Non-members or members whose membership has been suspended shall pay the fee established by the Board of Directors for non-members.
- 3.10 Membership is automatically terminated in the following circumstances: (1) a Member is evicted as provided in the Space Lease; or (2) a Member moves out of the Community; or (3) a Member dies. Upon termination, if and when there are sufficient reserve funds as determined by the Board of Directors in its sole discretion, the Cooperative may redeem the Member's Certificate at the original amount paid, less any debts owed to the Cooperative and expenses incurred by the Cooperative as provided in 3.8. No redemption of the Certificate shall be made if the redemption would bring the value of the remaining assets of the Cooperative below the aggregate of its indebtedness.
- 3.11 The Board of Directors of the Cooperative shall adopt a non-discrimination policy governing the approval of new Members.

HOME SALES AND RENTALS OF HOMES

- 4.1 Any Member or non-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 space rent.
- 4.2 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 one of the buyers become a Member 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.
- 4.3 In order to unify the Members and make the Cooperative stronger, all homes in the Community must be owner-occupied, except as provided in 4.4, 4.5 and except for heirs of Members as provided in the Space Lease.
- 4.4 Notwithstanding any other bylaw provision, the Cooperative shall offer a non-member space lease at a non-member space rent to persons permitted by Oregon law to rent a space in a cooperative-owned park without being a member, such as a lien holder in title, or a current homeowner at the time the Cooperative takes title to the Park. The Board shall set the non-member space rent.
- 4.5 Rental or leasing of homes owned by Members **shall not be allowed** unless approved by the Board of Directors. The Board shall not approve a rental or sub-lease of a home unless a hardship exists. If approval is granted the decision shall specify the hardship circumstances and the conditions of approval.

VOTING

- 5.1 One third (1/3) 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 is present, any motion that is properly before the meeting shall be approved by a majority vote of Members present, except as otherwise provided in these bylaws or the Oregon statutes.

VOTING, continued

5.2 Each Member in good standing shall have one vote. A Member is in good standing if there is no outstanding debt owed to the Cooperative by the Member either for the Membership fee or under the Space Lease, and there are no uncorrected violations of the Space Lease or the Community Rules following issuance by the Board of Directors of a Notice to Terminate the Space Lease or a Notice of Violation of the Community Rules. A violation shall not be considered "uncorrected" if Board review is pending, the Board and the Member are involved in informal dispute resolution (if applicable), or if any cure period has not expired.

5.3 The following matters shall be submitted to a vote of the Members.

- (1) Election of the Board. The Board of Directors shall be elected by the Members at an annual or special meeting. 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.
- (2) Change in Member base space rent. Space rent shall be established in an amount sufficient to allow the Co-op to meet its expenses, including but not limited to: liability insurance for the Community, property management services, legal services, technical assistance services, property taxes owed by the Cooperative, loan payments owed on the purchase of the Community, general maintenance, landscape maintenance and replacement reserves.
- (3) Amendments to the Bylaws and the Community Rules. Notice of the meeting shall include the text of the proposed amendment.
- (4) Any decisions that may commit expenditures of * five thousand dollars (\$5,000), or more of Cooperative resources per Fiscal year, that does **not** appear in the approved annual budget.
- (5) Capital Improvement and Replacement Reserve expenditures that exceed **three thousand dollars (\$3,000)** per Fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership that such an emergency action was taken at the next regular or special meeting of the Membership.
- (6) The Capital Improvement Plan and amendments to the Plan.
- (7) The annual budget.

* Amendment Approved by Membership on October 10, 2011

VOTING, continued

- 5.4 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 Members who cast a vote, as long as the quorum requirement is met. A copy of the motion and vote must be kept on file with the Cooperative's Membership meeting minutes.

FISCAL YEAR

- 6.1 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of December of each year.

ANNUAL AND SPECIAL MEETINGS

- 7.1 The Annual Meeting of the Members shall be held in the month of **October** each year in a place designated by the Board of Directors within 5 miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- 7.2 Notice of the date, time and place of the Annual Meeting and of any Special Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at his/her address, and posted and maintained at a common area not less than 7 days nor more than 30 days prior to the date of the meeting. Notice shall be given to each Member either personally or by mail, as determined by the Board of Directors. If mailed, the notice shall be deemed to be given when deposited in the United States mail, addressed to the Member at the address of the Member as it appears on the records of the Cooperative with first class postage prepaid.
- 7.3 The report of the examination of the prior year's finances and the proposed annual budget of the Cooperative shall be included in the notice of the Annual Meeting.
- 7.4 Special meetings of the Members may be called by the President or the Board of Directors or by the Secretary upon receipt of a petition for a special meeting signed by at least one tenth (1/10) of the Members and stating the business to be brought before the meeting.
- 7.5 The Secretary shall set the date, place and time of the Special Meeting which shall be held within 30 days after receipt of such petition.
- 7.6 Except as provided in Oregon Revised Statutes Chapter 62, the Articles of Incorporation, these Bylaws or adopted Board policies, the provisions in the most recent edition of *Robert's Rules of Order* shall prevail.

BOARD OF DIRECTORS

- 8.1 The Board of Directors shall consist of five persons, at least (3) of whom are Members in good standing with the Cooperative. Two (2) directors may be chosen from among the immediate family of Members, except that both non-Member directors may not be related to the same Member. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Cooperative. All newly elected Directors will take office at the next regularly-scheduled Board of Directors meeting.
- 8.2 At each election for Directors, each Member shall be entitled to one vote for each position for which Directors are being elected.
- 8.3 All Directors shall serve for a term of two years, except that at the first election, two of the Directors will be elected for one-year terms so that terms can be staggered. No Director may serve for more than three consecutive two-year terms. Directors shall serve until their successors are duly chosen.
- 8.4 Vacancies that result from resignation, removal or other means may be filled by a majority vote of the remaining Directors though less than a quorum of the board. A Director may give his or her resignation either orally or in writing. The Director so elected shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 8.3 of these Bylaws.
- 8.5 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 to work on specific responsibilities, with the committee members serving at the pleasure of the Board of Directors. 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.
- 8.6 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 Community. The Board shall have the sole discretion to establish the agenda for all regular meetings.
- 8.7 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 time 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 are reported at a subsequent properly noticed meeting.

BOARD OF DIRECTORS, continued

- 8.8 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. The minutes shall reflect the decision made but not the discussion.
- 8.9 At any meeting of the Board of Directors, three (3) directors 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.
- 8.10 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 and dated 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.
- 8.11 Directors shall serve without compensation, but shall be entitled to reasonable reimbursement for expenses incurred while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement.
- 8.12 Any Director may be removed as follows:
- (1) Either a majority of the Board of Directors shall vote to request the removal, or at least 10% of the Members shall sign a petition requesting the removal;
 - (2) The Director whose removal is sought shall be given ten days notice of the date, time and place of the membership meeting at which removal will be considered and the notice shall inform the Director that the Director shall be given an opportunity to answer the reasons for the removal at the meeting;
 - (3) The Members shall be given the notice of meeting required in Section 7 above and the notice shall include a statement that one of the purposes of the meeting is to consider removal of a Director; and
 - (4) After the Director is heard, a majority of the Members present at the Membership meeting at which a quorum is present must vote in favor of removal. The written statement of reasons for removal shall be filed with the minutes of the meeting. This section does not restrict any Directors' voluntary resignation from the Board of Directors or from office.
- 8.13 The Board of Directors of the Cooperative shall adopt a Conflict of Interest policy and procedure.

OFFICERS

- 9.1 The Officers of the Cooperative shall consist of a President, Vice-President, Secretary, Treasurer, and Operations Manager. All Officers must be Directors of the Cooperative and must meet the requirements for being a Director set forth in paragraph 8.1.
- 9.2 Officers shall be elected annually for one year terms.
- 9.3 The President shall serve as chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general administration according to the guidelines established by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the objectives of the Cooperative.
- 9.4 The Vice-President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him/her by either the Board or the President. He/she shall report on the activities of the President to the Board in the absence of the President.
- 9.5 The Secretary shall keep the records of the Cooperative and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. He or she shall keep a true record of the proceedings of all meetings of the Directors and Members. If the Secretary is absent from any such meetings, the chair may request that some person act as a recording secretary to take the minutes. Additionally, a recording device can be used to assist in the note taking process. The Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating Membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.
- 9.6 The Treasurer shall have charge of all the funds of the Cooperative and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Cooperative including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Cooperative accounts shall bear the signature of at least two of these three Officers: President, Treasurer, or Secretary. As a standard fiscal control, a Member of the Cooperative other than the Treasurer shall reconcile the Cooperative accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.

OFFICERS, continued

- 9.7 The Operations Manager sits on the Maintenance Committee, works with the management company, and is responsible for the effective upkeep of grounds and systems; developing services, standards, emergency and general repair procedures; maintaining a list of qualified trades people; obtaining bids, maximizing volunteer contributions, submitting a capital improvements plan and annual projected maintenance budgets.
- 9.8 All Officers of the Cooperative shall, have such powers and duties as the Directors shall from time to time designate, in addition to the specific powers and duties set forth above. Any officer may be removed by the Board whenever in its judgment the best interests of the Cooperative will be served by removal.
- 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. The Cooperative shall bear the cost of the bond.

INDEMNITY

- 10.1 The Directors shall be entitled to the maximum indemnity allowed under ORS 62.462, et seq., or as this statute may be amended in the future. Any indemnity or advance of expenses shall be reported to the Members with the notice of the next membership meeting.

RECORDS


- 11.1 The records of the Cooperative shall be kept by the Secretary.
- 11.2 Records of the Cooperative shall be open to the inspection by any Member for a proper purpose at a reasonable time upon written notice stating the purposes for the inspection. The Board may state reasonable conditions restricting the disclosure of information, including but not limited to information protected for reasonable privacy concerns of Members or governmental requirements of confidentiality, matters protected by the attorney-client relationship, financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.

DISSOLUTION

12.1 In the event of dissolution of the Cooperative, the Board, after payment of the Cooperative's debts and expenses, shall distribute the assets in the following manner:

- (1) The Cooperative shall redeem each membership for the amount paid for the membership, less amounts owed to the Cooperative by the member.
- (2) Any surplus remaining shall be distributed to:
 - (a) Another manufactured dwelling park nonprofit cooperative;
 - (b) An organization organized for a public or charitable purpose;
 - (c) A religious corporation;
 - (d) The United States;
 - (e) This state;
 - (f) A local government in this state;
 - (g) A housing authority created under ORS 456.055 to 456.235 (or the corresponding future statutes); or
 - (h) A corporation that is recognized as tax exempt under section 501(c)(3) of the Internal Revenue Code.

Approved by the members on October 10, 2009, together with amendments approved October 10, 2011 and October 19, 2015.


Secretary 11-13-15

GREEN PASTURES SENIOR COOPERATIVE

2633 SW Obsidian Ave #39 Redmond, Oregon 97756

By-Laws Acknowledgement

I/we _____

Residing at 2633 SW Obsidian space # _____ **have read and received a copy of the By-Laws of Green Pastures Senior Cooperative.**

By signing and dating this form, I/we understand the By-Laws and will abide by them.

If we or any visitors or guest at our home or member of our household does not follow the By-Laws, I/we understand that this could be grounds for our eviction from the community.

Signature _____ **date** _____

Signature _____ **date** _____

GREEN PASTURES SENIOR COOPERATIVE

2633 SW Obsidian Avenue #39, Redmond, Oregon 97756

Pet Registration Form

Member Name _____

Space _____ Phone # _____ Date _____

In accordance with Green Pastures Senior Cooperative's **Community Rules**, 4. *Pets (Amended)*, a. through **j. Please provide the below information for your pet(s). A copy of your pet's rabies vaccination is required. Also, please include a copy of the Deschutes County Animal Registration - see: <https://www.deschutes.org/finance/page/dog-licenses>. Is your pet microchipped? If yes, please provide the number if available _____

Please provide the name and contact information for your pet's Veterinarian _____

and the name and contact information for someone who will care for your pet in case of an emergency. _____

The Board of Directors needs to know about your pets so that we can make sure they are taken care of in the event of an emergency. We will work hard to notify your contact person so that they can take care of your pet.

Any other animals, fish or birds? _____ A picture would be nice if you have an extra.

Pet Name _____ Breed _____

Age _____ Size/longhair/shorthair/color(s) _____

Sex: male/neutered or female/spayed

Pet Name _____ Breed _____

Age _____ Size/longhair/shorthair/color(s) _____

Sex: male/neutered or female/spayed

GREEN PASTURES SENIOR COOPERATIVE

**A Resident Owned
Manufactured Housing Community**

SPACE LEASE
Approved October 10, 2009

**Network for Oregon Affordable Housing (NOAH)
Approved Amendments Included:**

**Approved October 9, 2013
Approved October 6, 2016**

Green Pastures Senior Cooperative
CO-OP MEMBER SPACE LEASE

This proprietary lease is a binding document that has legal consequences. It is recommended that the homeowner(s) have it reviewed by an attorney prior to executing the document. *This is a senior park and families with children are not permitted. At least one occupant of every household must be fifty-five (55) years of age or older.*

Effective _____, 20__, an agreement (hereafter "**Lease**") is made by and between Green Pastures Senior Cooperative, a nonprofit cooperative corporation formed under Oregon Revised Statutes (ORS) 62 and the Manufactured Dwelling Park Nonprofit Cooperative Corporation Act (Act), (hereinafter the "**Cooperative,**" "**Co-op,**" "**we,**" or "**us**"), and _____ (hereinafter the "**Member**" or "**you**"), granting a proprietary lease of a **Home Site** in the **Green Pastures Senior Park ("Park")**, in exchange for the purchase of membership in the Co-op for a membership fee of \$200, the completion of any additional pre-occupancy requirements described in the Co-op's Bylaws (hereinafter "**Bylaws**") and the Community Rules (hereinafter "**Community Rules**"), and the promise to pay the monthly payment and other charges that may be owed pursuant to the terms of this Lease ("**Space Rent**") according to the terms of this Lease.

Because the Coop was organized by members to own and operate the Park, the Co-op's Articles of Incorporation, Bylaws, and the Community Rules, including any changes that are made to these documents from time to time, (**collectively, the "Park Documents"**) are incorporated into this Lease by reference. The Co-op's members have approved these documents and will need to approve any changes to them. The parties agree to be bound and to abide by the terms and conditions of this Lease and all incorporated documents, and any amendments to them.

Ownership of your home is a requirement of membership. You affirm that you are listed on the title of the home occupying Space # _____ in the Park.

Signature of Member

Date

Receipt of Documents:

The Co-op has given you a complete copy of the Park Documents and that the Cooperative will make any amendments to these documents available to you.

You acknowledge that you have received a complete copy of the Park Documents and are familiar with their terms.

Signature of Member

Date

SPACE LEASE PAYMENT OPTIONS

The current Property Management Company is Commonwealth Real Estate Services. If the Property Management Company changes, you will receive written notification of the new company and its address.

Until otherwise notified, Space Rent shall be paid by your choice of the following methods:

1. The Property Management Company has an Auto Pay service where the Member can sign a form to authorize the Company to withdraw the monthly Space Rent from the Member's bank/credit union account monthly through the ACH system.

2. By check made out to "Green Pastures Senior Co-op" and mailed to:
Commonwealth Real Estate Services
ATTN: Accounting Department
18150 SW Boones Ferry Road
Portland, OR 97224

You may elect to mail the payment yourself. Pre-addressed labels can be obtained for your convenience.

3. Many banks and credit unions have a Bill Pay service.

The Parties further agree to the following lease terms:

1 – Home Site: You are leasing from the Cooperative the Home Site on space number _____ in the Park, located at 2633 SW Obsidian Ave, Redmond, Oregon 97756-9007 (hereafter the "**Home Site**").

A. Special Restrictions. Any special restrictions are attached as Exhibit A and made a part of the Lease. (If Exhibit A is not attached, then there are no special restrictions).

B. Adult Household Members. You must list in paragraph 24 all adults who will be living in your home. Only those adults who are listed may live in your home. All adults living in your home must first satisfy

the occupancy requirements set by the Co-op. All adults living in your home (together with all other members of your household and your guests) must comply with the Community Rules and the terms of this Lease but they are not parties to the Lease and are not entitled to remain in the Park after the termination of the Lease. If new adults wish to move into your home after this Lease is signed, they must first apply to the Co-op and meet the occupancy requirements set by the Co-op in Section 3.1 of the Bylaws.

C. Guests. Any guest staying for more than 21 (twenty-one) days within a calendar year must qualify as a household occupant and meet the occupancy requirements set by the Co-op in Section 3.1 of the Bylaws.

D. Caregivers. Live-in caregivers are not considered guests. Live-in caregivers are permitted provided that the following qualifications are met:

- 1) An occupant of the home is disabled.
- 2) The caregiver is either employed by a caregiving agency licensed in the State of Oregon, or has successfully passed a criminal background check and has been approved for temporary occupancy by the Board; and
- 3) The caregiver has signed a Temporary Occupancy Agreement. Once the occupant is no longer disabled, the Temporary Occupancy Agreement will terminate.

The Board may request the occupant to submit verification of the disability from a qualified individual such as a doctor, or other medical professional, a caseworker, a vocational/rehab specialist, counselor, or reliable third party who is in a position to know about the disability. The Board may request additional verification of the occupant's disability not more than once a year.

2 – Term: Upon payment of the Space Rent as stated below, and upon compliance with the other terms of this Lease and the Park Documents, all as they may be amended from time to time, and subject to the right of a foreclosing lender (or a successor of a foreclosing lender) to terminate or replace this Lease, as provided in Section 8(F) below, you shall have a right to occupy the Home Site for a **term of Fifty (50) years from the date in the first paragraph** (the "**Expiration Date**"). This Lease shall continue in the event that you replace the manufactured home currently on your Home

Site with another manufactured home, provided you continue to comply with the Lease terms.

A. Renewal Terms: Unless this Lease is terminated or replaced by a foreclosing lender (or a successor of a foreclosing lender), upon expiration, this Lease shall be renewed for another fifty (50) years using the then current form of the Lease.

3 – Assignment, Vacancy, and Sub-Leasing:

A. Assignment of Lease to Heir: Upon your death, your membership shall terminate. Your heir or devisee by bequest, intestacy or operation of law, may reside in the manufactured home on the Home Site for up to six (6) months as a temporary tenant under this Lease and pay the member Space Rent. During this period your heir or devisee may apply to become a member and receive a new lease from the Cooperative.

If your heir or devisee does not qualify for membership, he or she must vacate the manufactured home upon the expiration of the six (6) month temporary tenancy.

If your estate, heir or devisee, as temporary tenant under this Lease, commits or permits any event of default or otherwise does not comply with this Lease, the Cooperative may terminate this Lease according to the terms in the termination provision below.

B. Vacancy and Sub-Leasing: Except as provided in **A.** above, all homes in the Park are to be Member-owned and occupied. The Member is expected to live in the home as the primary place of residence.

1) **Home Vacant.** In the event that you are unable to live in the home for 12 months out of each year and the home is vacant, (1) you must make arrangements satisfactory to the Cooperative that the home and lot will be maintained during the period you are gone; (2) you must provide contact information for a local person who can be available in the event of emergencies; and (3) in no event may be the home be vacant for more than 6 months.

C. No Assignment in Event of Sale of Home on Home Site: In the event you sell the manufactured home on your Home Site, this Lease will not be assigned to the buyer. The buyer must qualify and become a Co-op member and must sign a new Lease with the Cooperative. You may assign your rights under this Lease to the holder of any lien on

your home. Such assignment shall be subordinate to any security interest of any lender providing funds for the Cooperative's purchase of the Park. You acknowledge and agree to comply with the resale limitations and restrictions set forth below and in the Park Documents, as they may be amended from time to time.

If you wish to make an onsite sale of your home, you must give written notice to the Co-op stating your intention to sell, the estimated date of sale, and the name, address, and phone number of the selling agent. It is your responsibility to supply potential buyers with information regarding the requirement that the buyer become a member of the Co-op. You must supply the Co-op with the names and telephone numbers of all buyers who have signed a Purchase and Sale Agreement. The buyer must meet the qualifications for membership as stated in the Park Documents and agree to be bound by the Park Documents as a condition of the sale (unless the buyer intends to move the home from the Park).

D. 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.

E. Senior Park Restrictions on Sale and Lease. This Park is reserved for older persons. Therefore each home must be occupied by at least one person aged fifty-five (55) years or older. Families with children are not permitted. In the event of conflict with other provisions of this Space Lease, these restrictions shall control.

4 – Space Rent Payment: You covenant and agree to pay the base space rent and other fees, costs and expenses of the Co-op added pursuant to the terms of the Lease (**collectively, the "Space Rent"**) in a timely manner. The monthly sum of the base space rent is \$_____ for members owning a manufactured home in the Park. The Park will pay for the following services to the Home Site: water, sewer, garbage, and outside lighting. You are responsible for electricity for your home, telephone, and cable television.

The base space rent may be changed following member approval as provided in the Bylaws.

A. Payment. The Space Rent must be paid in advance and received by the **first (1st)** day of the month beginning **on the first day of the month following the date in the first paragraph of this Lease**, at the location specified in the first paragraph, or as it may be changed from time to time by notice from the Cooperative given at least ten (10) days before rent is due. Space Rent paid after the **seventh day (7th) of the month** will be assessed a late charge of \$25.00 as Additional Space Rent. You will be assessed any processing, handling, and/or other fees charged to the Cooperative if your Space Rent payment cannot be processed due to insufficient funds or other reasons and these charges shall be added to your Space Rent.

B. Taxes: You further agree to timely pay, when and if due, all personal property taxes assessed against the manufactured home owned by you according to the laws and rules established by Deschutes County, which may include a payment plan or approved deferment plan. If the Cooperative upon demand or requirement of a lender or for other reason elects to pay any personal property taxes or other charges assessed or charged against the manufactured home owned by you, the amount of these payments shall be added to your Space Rent for the following month.

C. Consequences of Nonpayment: The Co-op reserves the right to secure a lien on the home owned by you and on your membership interest for any past-due Space Rent. This Lease shall be deemed to be a security agreement for this lien. **You grant the Co-op a security interest in the home and in your membership interest as security for your obligations in this Lease and agree that the Co-op shall have, in addition to the rights provided for in this Lease, all of the rights and remedies of a secured party under the Uniform Commercial Code of Oregon with respect to your membership interest and the home in the event of your failure to comply with the terms and conditions of this Lease. This lien is in addition to our right to terminate this Lease for nonpayment of Space Rent due. This lien is subordinate to any security interest of any lender providing funds for the Cooperative's purchase of the Park and also subordinate to any security interest of any lender providing financing for a resident's purchase of his/her manufactured home.**

D. Waiver of Homestead Rights. 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 state or federal law as to any lien by the Cooperative for payment of space rent and advances provided for in this agreement or by statute.

E. No waiver by Partial Payment: No payment by you of any amount less than the amount due, or a statement on any check or any letter accompanying any payment for Space Rent, will be deemed an accord and satisfaction and the Co-op may accept the payment without prejudice to the Co-op's rights to recover the balance due and pursue any other remedy provided in this Lease or by law.

5 – Termination by You:

A. Termination of Membership with Termination of Lease: Your termination of this Lease shall result in the termination of your membership in the Co-op. Your membership fee shall be returned according to the terms in the Bylaws, less any amounts owed by you to the Co-op.

B. Notice of Termination: If you intend to terminate this Lease and your membership, you shall provide thirty (30) days' written notice to the Co-op and the Property Management Company.

C. Holdover Tenancy: If you or anyone else continues to occupy the Home Site or the manufactured home in the leased space following the termination of the Lease by you without accepting a renewal of the Lease, such occupancy shall be treated as a month-to-month tenancy at a Space Rent payment equal to 125% of the Space Rent in effect immediately prior to such termination until such time as a new Lease is executed, you or the person occupying the site moves from or abandons the Home Site, or the Co-op evicts you or the person occupying the Home Site.

6 - Termination by the Cooperative (Eviction):

A. Reasons for Eviction: You understand and acknowledge that this Lease may be terminated and you may be evicted from the Park for violation of this Lease, material violation of the Community Rules, nonpayment of Space Rent, nonpayment of utilities and other services including water, sewer and garbage removal, noncompliance with

manufactured housing laws, criminal or endangering conduct, false application for membership, abandonment of your home, ceasing to be a member in the Co-op, or for any reason specified in Oregon Revised Statutes Chapter 62 as it now exists or as it may be amended from time to time. The behavior of your household members or guests may also be grounds for eviction.

B. Process for Eviction: The Co-op will give you written notice of our intent to terminate the Lease and the reasons for termination.

1) If the reason for the eviction is nonpayment of the Space Rent, the effective date of the Lease termination is three days after notice of Lease termination for nonpayment is given. Space Rent payments are due on the 1st of each month and are late on the 7th of each month. Notices of nonpayment of Space Rent can be sent out after that date. The notice will say that you have 72 hours to pay the unpaid Space Rent plus the late fee. If you do not pay the entire amount stated in the notice, this Lease will terminate, and you must move your manufactured home from your space or the Co-op can go to court to evict you.

2) If the reason for eviction is other than nonpayment of the Space Rent, the effective date of the termination shall be thirty (30) days after the date the notice of termination is given. You may cure the violation within the time provided in the notice of termination, or you may request the Board of Directors review the termination. You must request Board review by giving notice to the Co-op within fifteen (15) days of the date the notice of termination was given. If the Board votes to terminate the Lease, the termination will be effective fifteen (15) days from when notice of the Board's decision is given to you, or thirty (30) days from when the notice to terminate was given, whichever is later. Notice is given when hand delivered or when mailed, as provided in Section 11, which may be a different date than when it is received by you.

3) Any Member who wishes to be represented by legal counsel must notify the Board of this fact ten (10) days in advance of the meeting. The Member shall be solely responsible for the cost of his or her attorney. In no case will the Cooperative be responsible for the legal fees of the Member.

4) Except where the violation involves the commission of a crime, or a health or safety issue in the sole determination of the Co-op, you will be given two opportunities to cure the violation prior to the

issuance of the notice of termination. Fines may be imposed for each violation as provided in the Community Rules.

C. Termination of Membership: Upon termination of this Lease, your membership is automatically terminated. Your membership fee shall be returned according to the terms in the Bylaws, less any amounts owed to the Co-op by you.

D. Continued Space Rent Liability: You will continue to owe Space Rent until the date you remove your Home and all your personal property from the Park. After the termination of your membership, the Space Rent will increase to the non-member Space Rent as set by the Board of Directors.

7 – Your further Obligations and Covenants:

A. Compliance With Lease Terms, Community Rules and Oregon Law: you shall comply with all duties set forth under this Lease, as they now exist and as they may be later amended from time to time, including amendments to the Park Documents.

B. Participation in Co-op Management: You agree to participate cooperatively in the operation and management of the Co-op by participating in the election of Board members and/or serving on its committees or the Board.

C. Use of Home Site and Community Conduct: You agree to use the Home Site only for the personal residence of you and your household except as otherwise provided for in this Lease; to conduct yourself, your household members, and your guests when on the Home Site and in the Park in such a manner as not to disturb or threaten other members, other tenants, or their respective guests, household members, and invitees; to pay any and all damages caused intentionally or negligently by you, or your household members, guests or invitees, to any and all property, real or personal, of the Co-op; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of your household members, guests and invitees; and to otherwise obey and comply with all Community Rules.

D. Home Site and Home Maintenance: You shall be responsible for all maintenance and repair of your home, including maintenance of all utilities coming to your home from Co-op provided connection points. Under- ground systems for water, electrical or septic up to and including the Co-op provided connection points will continue to be

maintained by the Co-op unless such repair is necessary due to negligence by you, your household members, guests or invitees.

Communication Utilities including, but not limited to, Phone, Cable TV, Internet and Satellite dish cables are the sole responsibility of the Member. Any communication provider installations or repairs that involve digging in Community Common areas, sidewalks or roadways **MUST** be coordinated with the Co-op Board of Directors prior to beginning any such work.

All Members must have the consent of the Co-op to plant, cut or trim trees or to modify landscaping with anything more than annual flowers, bulbs, perennial flowers, or small shrubs. Planting of trees **MUST** have prior approval from the Board to avoid potential problems and repairs to underground water pipes and utility lines. Any and all additions to landscaping in the form of grading, ground cover, and decorative in-ground plantings become the property of the Co-op and shall not be removed except with the written consent of the Co-op.

E. Insurance: You shall purchase at your cost general liability and property damage insurance in such amounts as may be set by the Community Rules from time to time, or as required by your lender. You will provide proof of such insurance as requested by the Co-op.

F. Vacating the Home Site and Disposal of Personal Property: Upon termination of the Lease, you must vacate the Home Site and leave the Home Site in the same or better condition than it was upon taking possession of the Home Site. You must dispose of all personal property, including the home, and repair any damage to the Home Site. If you fail to remove your home and all other personal property, you agree that the home and personal property shall be considered abandoned and the Co-op may dispose of it in accordance with Oregon law. You agree that you will pay the Co-op all costs the Co-op incurs in disposing of your home and personal property and in making repairs to the Home Site.

G. Abandonment of Home. In addition to the provisions of paragraph 6, you agree that the Co-op can consider the Home Site and the home abandoned if you have vacated the home for more than 30-days without prior notice to the Co-op at the same time that the Space Rent is also unpaid.

H. Removal of Your Home Following Termination. You must vacate the Home Site by the date the termination is effective. If you

fail to remove your home by the termination date, you agree that the home shall be considered abandoned and the Co-op may dispose of it in accordance with Oregon law. You agree that you will pay the Co-op all costs incurred by the Co-op in disposing of your home.

I. No Use of Hazardous Materials: You, your household members, guests and invitees, shall not conduct any activity on the Home Site or in your home which requires the use of, or will produce, pollutants, contaminants, toxic or hazardous waste or any other substances, the storage, use or disposal of which is regulated, restricted, prohibited, or penalized by any federal, state, or local law, regulation, ordinance, building and health code or environmental regulation.

You will properly dispose of all rubbish, garbage, and other organic or flammable waste in a clean and sanitary manner at reasonable and regular intervals and assume all costs of extermination and fumigation for infestation caused by you.

You will not knowingly allow disposal of any hazardous substances on your Home Site or within the Park, and you agree to immediately clean up any spill of any hazardous substance you introduce and to notify the Co-op of the circumstances surrounding such introduction and any actions taken.

You agree to indemnify the Co-op from liability arising out of release of any hazardous substances caused by you or by breach of this Lease.

J. Mailbox Key. You are responsible for notifying the Cooperative and purchasing a duplicate key if you lose the mailbox key issued to you.

8 – Further Obligations and Covenants of Both of Us:

A. Your Right to Quiet Enjoyment: Subject to the terms of this Lease and the Park Documents, the Cooperative grants you the right to peaceably and quietly have, hold and enjoy the Home Site during the period this Lease is in effect. The Cooperative agrees to defend title to the Park, and further warrants that, as of the date of this Lease, the Home Site may be used for the location of a manufactured home and is suitable for such purposes.

B. Utilities and Other Services: You are responsible for all maintenance and repair of the Home Site and your home, including maintenance and repair of paved parking space (if provided) and all utility lines between your house and the utility meters, with the

exception of the utility meters, and buried lines, hydrants and transformers in the public right of way, unless such repair is necessary due to negligence by you, your household members, guests or invitees.

C. Park Maintenance: The Co-op agrees to maintain roads providing ingress and egress and to maintain the common areas. Common areas include, but are not limited to, streets, visitor parking areas, garbage dumpsters, mailboxes, and homes and property belonging to the Co-op that are not being rented. Common areas exclude currently rented home sites. You agree that this covenant is independent of your covenant to pay the Space Rent and you will still pay the Cooperative the Space Rent if for any reason the Co-op fails to perform these services. These covenants must be independent, because the Co-op must have the money from your Space Rent to pay the Co-op's loan payments owed for the purchase of the Park and its other bills.

D. Condemnation: In the event of a condemnation of all or a portion of the Park by exercise of the power of eminent domain or by sale under the threat of the exercise of the power of eminent domain by any government or other authority with the power of condemnation, the Cooperative will notify you promptly and you have the right to participate and represent your interests in any condemnation proceedings. If this Lease is terminated due to condemnation, all Space Rent payments must be paid up to the date of termination and you shall be released from all further liability.

If a partial condemnation includes a portion of the Park in a way that substantially and adversely affects the terms of this Lease and restoration or replacement is not feasible, this Lease will terminate upon transfer of the condemned area to the condemning authority unless you agree to relocate to another area of the Park, if a Home Site is available. In the event of relocation to another Home Site, this Lease will remain in effect and shall be deemed amended to reflect the new Home Site location.

E. Damage or Destruction: In the event the Home Site and/or your home is damaged by fire or other casualty, you must notify the Co-op within 30 days of the casualty whether you will repair or replace the home. If you decide to repair the home, you agree to proceed with due diligence, subject to the then applicable statutes, building codes, and regulations of government authority, to repair, or cause to be repaired, such damage. Your insurance proceeds must first be used to repair any damage to the Home Site. You must continue to pay the full Space Rent even if you are unable to live in the home. If you decide not to

repair the home, you must remove all debris of the home from the Home Site and fully repair the Home Site within 90 days of the casualty.

F. Loan Payments for the Park; Subordination of Lease: You acknowledge that the Cooperative borrowed money to buy the Park (the "Loans") and that it is the obligation of you and all other Cooperative Members to pay their Space Rent on time so that the Cooperative can pay these Loans and comply with the terms of the loan agreements.

In addition, you acknowledge and agree that this Lease is and shall remain subordinate and subject to the Loans and to the respective lenders' lien interest in the Park property, including your Home Site, for as long as the Loans are outstanding. You understand and agree that if the Cooperative fails to make payments due on the Loans, or if the Cooperative otherwise defaults under the terms of the Loans, the lender(s) may foreclose on the Park. If a lender does foreclose, the lender (or a successor of the lender) may choose to either (i) terminate this Lease, in which case you will be required to vacate your Home Site and remove your home from the Park within the time frame specified by the lender or the lender's successor, or (ii) require you to enter into a replacement Lease on terms acceptable to the lender (or successor) in which case you may choose to either execute the replacement Lease, or vacate your Home Site and remove your home from the Park within the time frame specified by the lender. You agree that, if a foreclosing lender or its successor chooses to terminate this Lease and to require vacation of your Home Site and removal of your home from the Park, you shall timely and fully comply with such requirement. You further agree that, if a foreclosing lender or its successor chooses to require you to enter into a replacement lease, you will either fully and timely execute and deliver such replacement Lease, or vacate your Home Site and remove your home from the Park within the time frame specified by the lender or successor.

In addition, in order to comply with the terms of the Loans, you agree that you will: (a) provide the Cooperative with a letter upon the Cooperative's request (or the request of the lender) stating whether or not you have any claims against the Cooperative; (b) upon the Cooperative's request (or the request of a lender), provide the lender with a letter agreeing that your Lease is subordinate and subject to the Loans and agreeing to pay your Space Rent directly to the lender.

In addition, if you have obtained financing for your home, or obtain financing for your home in the future, you agree to cause your lender to subordinate any interest it may have in your Home Site and/or your rights under this Lease to the interest held by the respective lenders in your Home Site and/or your rights under this Lease pursuant to their loan documents.

9 – Home Site Access:

A. Inspection: The Co-op, its board, officers, employees and agents, reserves the right to enter your Home Site for inspection following 72 hours' advance notice. This right to enter includes the ability to inspect under the home on the Home Site, following the advance notice, to examine electric, water, sewer and other common systems. In case of emergency, the Co-op reserves the right to enter the Home Site and the home, without notice, to respond to the emergency to preserve and protect the Home Site or other property in the Park. The Co-op will give you notice within 24 hours after the entry that we have entered and the nature of the emergency.

B. Repairs. If the Board, acting on behalf of the Cooperative, determines the Home Site is not in compliance with Community Rules, the Co-op will give you written notice of the noncompliance. If you do not cure the noncompliance with a reasonable time as stated in the notice, the Co-op has the right, but not the obligation, to make any repairs, alterations, or improvements to the Home Site the Co-op deems necessary to remedy the violation. In the event the Co-op exercises such right, you will be liable for the cost of such repairs, which cost will be added to the Space Rent in monthly installments or in full, at the Co-op's discretion.

10 – Limitation on Liability: You agree that you shall bear all risk pertaining to the manufactured home and the other personal property on the Home Site. The Cooperative is not liable to, nor shall the Cooperative's insurance cover, you for any loss or damage to your home or other personal property owned by you, or for any injury to you, your household members, guests, and invitees caused by the action of a third party, fire, water, theft or the elements.

The Cooperative will be liable only for damages caused solely by the gross negligence or intentional misconduct of the Board or the officers employees or agents of the Co-op and then only to the extent covered by our insurance.

You agree to this limitation on damages because you recognize that you benefit from similar waivers given to the Cooperative by other members. You agree to hold the Cooperative (which includes you and other members) harmless against any loss, damage, liability, or any expenses incurred by the Cooperative in connection with claims for which the Cooperative has not agreed to be liable or which are in excess of our insurance limits.

11 – Notices: Whenever the provisions of law or the Bylaws require notice to be given to either party, the following provisions apply. In the case of notice by mail, the time of deposit into the United States mail, first class postage prepaid, shall be deemed to be the time of the giving of such notice.

A. Notice by the Co-op to You: Any notice by the Co-op to you shall be deemed to have been duly given if the notice is delivered to you in person, mailed to the address of the Home Site or mailed to your last known address, as shown on the books of the Co-op, if different from the Home Site.

B. Notice by You to the Co-op: Any notice by you shall be deemed to have been duly given if the notice is hand delivered or mailed to the Co-op at the address where you pay your Space Rent or to the Co-op's registered agent listed on the records of the Oregon Secretary of State.

12 – Severability: If any clause, part of a clause or provision of this Lease shall be determined to be invalid under any law or their application by a court of competent jurisdiction, the provision will be stricken only to the extent required and such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of the Lease.

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

14 – Entire Agreement: This Lease contains the entire agreement and understanding between the parties and the provisions may not be altered or modified except in writing signed by both parties, or through changes in the Park Documents as these are made from time to time. Oral representations, oral statements, or promises made by the Co-op's Board of Directors, officers, agents, employees, or representatives cannot change this Lease.

15 – Recording: At the cost of the requesting party, this Lease or a Memorandum of Lease may be recorded in the county land records at the request of either party.

16 – Attorney’s Fees and Costs: The prevailing party shall be entitled to reasonable attorneys’ fees and costs incurred in the enforcement of the terms of this Lease. The determination of who is the prevailing party and the amount of reasonable attorney’s fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney’s fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney’s fees incurred in such court proceedings).

The Co-op shall be entitled a lien for said fees and costs in the same manner as the lien for the unpaid Space Rent.

17 – Time of the Essence: Time is of the essence of this Lease and any term, covenant or condition contained herein.

18 – Joint and Several Liability: All persons executing this Lease shall be individually (jointly and severally) liable to the Cooperative for failure to comply with its terms.

19 – No Merger: In no event shall you acquire any ownership interest in the Home Site other than a proprietary leasehold interest.

20 – Beneficiaries: All covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of you and the Cooperative and our respective representatives, successors, and to the extent permitted, assigns.

21 – Governing Law: This lease shall be governed by and construed according to the laws of the State of Oregon.

22 – Counterparts and Facsimile Signatures: This Lease may be executed in several counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same instrument. Facsimile signatures shall be accepted as original signatures.

23 – Role of Lender after a Foreclosure: If a lender forecloses on the Park, you acknowledge and agree that the lender (or a successor of the

lender) will become the owner of this Park, in lieu of the Cooperative, and that the lender or successor will thereafter determine the Space Rent under Section 4 of this Lease (or under any replacement lease), determine reserve requirements for the Park, determine appropriate Community Rules, determine whether your Lease will be terminated or replaced, and otherwise act in all respects as the owner of the Park. You agree that, in the case of a foreclosure, you shall at all times treat the lender or its successor as your lawful landlord under this Lease (or any replacement lease). In the case of a foreclosure, and until termination of this Lease or execution of a replacement lease, all references in the Lease to the Cooperative or the Co-op shall be deemed to refer instead to the lender or its successor.

24 – Home Financing Contact: The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in the home owned by you:

25 – Household Information:

Your Mailing Address:

Telephone: _____

Names of each additional person living in your home:

IN WITNESS WHEREOF, the parties have entered into this Lease effective the date first above written.

Green Pastures Senior Cooperative:

By: _____

Name: _____

Title: _____

Stipulation and Agreement:

By signing below the Member affirms that he/she has read this Lease, the Community Rules, and the Articles and Bylaws of the Cooperative, has had an opportunity to review these documents with an attorney, and has had an opportunity to discuss any questions or concerns with a representative of the Cooperative. By signing below, the Member affirms that he/she accepts the rights and responsibilities under this Lease and as a Member of the Cooperative.

Member:

Signed: _____

Printed: _____

Subordination to the Lender on the Park:

By initialing below, you agree to the terms of paragraph 8(F), and agree that you understand them and have had the opportunity to review them with an attorney and have also had an opportunity to discuss any questions or concerns about them with a representative of the Cooperative.

Initial

Waiver of Homestead Rights Granted by Oregon Law:

[Spouses or domestic partners who are not members must sign below for the purpose of waiving their homestead rights.]

By signing below, I agree that the Co-op's lien on my home located on the Home Site for obligations under this Lease shall be superior to the homestead exemption provided by Oregon law as amended from time to time and waive of the homestead right granted by said Oregon law.

Spouse or Domestic Partner:

Signed: _____

Printed: _____