

Member Occupancy Agreement
with
Kayadeross Acres, Inc.

This agreement, made and entered into at Ballston Spa, State of New York this ____ day of _____ 2016, by and between Kayadeross Acres, Inc., a corporation organized under the State of New York, having its principal place of business at 885 Middle Line Road Ballston Spa, NY hereinafter called the “Corporation” and (Member name) hereinafter called the Member of (street and lot number).

Whereas, the Corporation was organized to own and operate a manufactured housing community, Kayadeross Acres, Inc. for the benefit of its Members and others: and

Whereas, the Member has been provided a complete copy of the Articles of Incorporation, the Bylaws of the Corporation, and the Community Rules and is familiar with their terms; and

Whereas the Member has a bona fide intention to reside in the community and to continue such residence during membership: and

Whereas, the Member has paid or agrees to pay the Membership Fee of \$200.00 (two hundred dollars) and will receive a Certificate of Membership in the Corporation when the fee has been paid in full; and

Whereas, the Corporation and the Member deem it to be in their mutual interest to commemorate the Membership and rental agreement in written form.

Article 1 – Premises: The Corporation leases to the Member and the Member leases from the Corporation (street address) hereinafter called the “Lot” in the Community.

Article 2-Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the bylaws of the Corporation, and the Community Rules established by the Members, all as amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days written notice to the Corporation

Article 3-Lot Rent: The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of \$_____, as may be amended from time to time as allowed in the Bylaws, for Members owning a manufactured home in the Community. This amount being the Member's share of the monthly sum currently required by the Corporation, as estimated by the Board of Directors, to meet its expenses and reserves. The Lot rent may be increased according to the bylaws, once a year, with a ninety (90) day advance written notice. The Lot rent must be paid on the 1st day of each month. There is a twenty-five dollar late payment fee for Lot rent received after the 5th of each month. All such late fees shall be considered additional rent hereunder.

The Member agrees to pay property and school taxes assessed against the Members' manufactured housing unit. If the Corporation, upon demand or requirement of a lender or for other reason elects to pay any taxes assessed against the Members' unit, the Member shall promptly reimburse the Corporation, monthly, quarterly, semi-annually or yearly. Any fees advanced by the Corporation for taxes or other necessary charges shall be added to the Corporation's lien for unpaid rents. The Corporation reserves the right to secure a lien on the home of the Member for the Member's lot rent and any non-reimbursed expenses incurred by the Corporation.

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

Article 5 – Membership Fee: The member has paid or will pay the Membership Fee by payment in full before occupying the Lot or unless an approved payment plan is in place between the Purchaser, the Board and Property Management. An exception is hereby made for tenancies prior to the acquisition of the Community by the Corporation.

Article 6 – Patronage Refunds: The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar

as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

Article 7 – Member’s further obligations and covenants

The Member shall comply with all duties set forth under New York law, specifically, but not limited to New York Not For Profit Corporation Law, New York Business Corporation Law, General Obligations Law, New York Real Property Law and New York Real Property Actions and Proceedings Law and shall further agree to abide by the terms and conditions of this agreement, the Articles of Incorporation, the bylaws of the Corporation, and the Community rules of the Corporation now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the rule in effect at the execution of the Occupancy Agreement.

The Member further agrees to participate “Cooperatively” in the operation and management of the Corporation by serving as requested on its committees or Board of Directors; to conduct himself/herself and to insure that his/her guests conduct, when on the Lot or in the Community, does not disturb or threaten other Members, tenants or their respective guests and invitees. Member agrees to pay for any and all damages to real or personal property of the corporation or other Members caused intentionally or negligently by the Member, the member’s family, guests or invitees.

The Member shall be responsible for all maintenance and repair of the Lot, including usual maintenance of paved or unpaved parking spaces, with the exception of any underground system such as water, electrical or septic, unless such repair is due to negligence of the Member.

Member must have the written consent of the Corporation Board of Directors to plant cut or trim trees or to modify landscaping with anything more than annual flowers. Any additions to landscaping become part of the leasehold premises and shall not be removed by the Member without written consent of the Corporation Board of Directors. Member will carry homeowner’s insurance including general liability insurance. The Corporation is not able to effectively monitor that the homeowner’s insurance coverage is current; it is the homeowner’s responsibility to keep the insurance coverage current.

Article 8 – Corporation’s Covenants: The Corporation shall comply with all duties set forth under New York law, specifically, but not limited to New York Not For Profit Corporation Law, New York Business Corporation Law, General Obligations Law, New York Real Property Law and New York Real Property Actions and Proceedings Law and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, bylaws or Community Rules, as they now exist and as they may be amended from time to time.

Provided that the Member has provided a safe and properly maintained connection capability, the Corporation agrees to provide water and sewer utilities to the Member’s Lot and to maintain these utilities in good and reasonable working order. The Corporation agrees to plow and maintain roads providing ingress and egress between the Community and the public road, to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Community and the Corporation’s finances, including the payment of liability insurance, property and school taxes on the land; to report the undertakings of the directorship to the Members. The Corporation agrees to keep the Membership informed through regularly scheduled meetings or special meetings that may be called from time to time and to provide copies of annual audits of the Corporation’s finances. The Corporation further agrees not to discriminate against the Member in the provision of any services it is required to provide.

Article 9 – Eviction: The Member understands and acknowledges that he/she may be evicted from the community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules or for any reason specified by New York Real Property Law and New York Real Property Actions and Proceedings Law, all as they now exist or as they may hereafter be amended from time to time.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the corporation as well as for any reason specified in the Bylaws, as it now exists and as it may hereafter be amended from time to time. For this reason, all eviction notices may be accompanied by a notice of the charges against the Member and of a reasonable opportunity to be heard before the Board of Directors of the Corporation not less

than fifteen (15) days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 – Sublease: The Lot and Home may be sublet to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors. The terms and time period is at the discretion of the board and will be set forth in writing.

Article 11 – Limitation of Member’s right to make on-site sale: The Member acknowledges the application of the resale limitations and restrictions of Section II-4-A of the Community Rules of the Corporation as may be amended from time to time and agrees to abide and comply therewith.

Article 12- Invalidity: If any clause, part of a clause or provision of this agreement shall be determined to be invalid under any law or their application by a court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this agreement.

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

Article 14 – Notices: Whenever the provisions of law or the Corporation Bylaws require notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member’s last known address; any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the, Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of giving of such notice.

Article 15 – Representations not binding: No representations other than those contained in this agreement, the Articles of Incorporation, the Bylaws or the Community Rules of the Corporation, now in effect, or as they may be amended from time to time, shall be binding upon the Corporation.

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

Article 17 – Attorney’s fees and costs: In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the Member must pay all reasonable legal fees and costs incurred by the Corporation. These fees and costs will be paid by the Member, even if the action (rent collection, eviction, or other reason) is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the Member. The legal fees and costs incurred by the Corporation shall be considered additional rent for the Member and this additional rent shall be due and payable by the Member in accordance with this agreement and the Community Rules.

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

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

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

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

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

Name _____
Address _____
City _____
State _____
Zip _____

Name _____
Address _____
City _____
State _____
Zip _____

Article 22 – Contact information:

Member (Homeowner) Name _____
Address _____
City _____
State _____
Zip _____
Telephone Number _____
Cell Number _____

Names of each additional person living at the above address.

- (1) _____
- (2) _____
- (3) _____
- (4) _____

Emergency contact information: List the name, address, and phone number of the person you want to be notified in case of an emergency.

Name _____
Address _____
City _____
State _____
Zip _____
Telephone Number _____
Cell Number _____

Member (Homeowner) Name _____
Address _____
City _____
State _____
Zip _____
Telephone Number _____
Cell Number _____

In witness whereof, the parties have hereunto set their hands on the date first above written.

Corporation Officers:

Printed Name: Danielle Marshall, President

Signed: _____

Printed Name: Christine Collins, Secretary

Signed: _____

Witness to board member signatures:

Printed Name: _____

Signed: _____

Member:

Printed Name: _____

Signed: _____

Printed Name: _____

Signed: _____

Printed Name: _____

Signed: _____

Members must sign above. Spouses or partners in civil unions are also encouraged to sign above.

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

Printed Name: _____

Signed: _____

Printed Name: _____

Signed: _____

Printed Name: _____

Signed: _____

Witness to member signatures:

Printed Name: _____

Signed: _____