

Community Agreement for Oregon Communities

This Agreement includes a waiver of past due space rent (except for one month's rent) and other charges incurred prior to repossession of the home by Credit Human Federal Credit Union, and an agreement that the storage space rent will be no more than \$1 above member space rent.

THIS AGREEMENT is made this _____ day of _____, _____ by and between _____, an Oregon nonprofit cooperative corporation, which is a Resident-Owned Manufactured Home Community, whose address is _____ (hereinafter referred to as "Resident Corporation") and Credit Human Federal Credit Union with three regional locations at 620 Green Valley Road, Suite 300, Greensboro, NC 27408; 1717 N. Loop E, Suite 250, San Antonio, TX 78232; and 33801 1st Way S., Suite 100, Federal Way, WA 98003 (hereinafter referred to as "Credit Human". "Resident Corporation" and "Credit Human" are also hereinafter referred to individually as a "Party" and jointly as "Parties."

Background

This Agreement is entered into based upon the following underlying facts and circumstances:

- A. Resident Corporation owns and manages a manufactured home community (the "Community") for the benefit of its Members;
- B. Credit Human is providing financing to purchasers and owners of manufactured and mobile homes in resident-owned communities;
- C. Resident Corporation is interested in maintaining community stability and retaining within the Community any homes which Credit Human has repossessed by reason of a loan default (individually a "Home"; collectively the "Homes");
- D. Credit Human is interested in assisting in permitting the homes to remain in the Community.
- E. Oregon law, especially Oregon Revised Statutes §62.813, provides certain rights and obligations for lienholders in community-owned manufactured dwelling parks known as "manufactured dwelling park cooperatives", and the parties wish to incorporate the provisions of the statute into this Agreement so that Credit Human is aware of the benefits and requirements.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

1. **Maintenance of Home's Lot Lease During Repossession Process:** No home financed by Credit Human shall be evicted for nonpayment of rent without first notifying Credit Human Federal Credit Union. Credit Human will work with the Resident Corporation throughout the eviction process regardless of the status of the loan. Credit Human will secure the home as soon as legally possible and keep the Resident Corporation apprised of the status of the proceedings. This Agreement shall be deemed the written request for notification by lender as provided in ORS 62.813(1).

2. **Storage Payments While Lender Owns Home:** Credit Human agrees to notify Resident Corporation of the date on which Credit Human legally has the right to sell the Home after repossession (“Repossession Date”). Credit Human shall enter into a storage agreement with Resident Corporation effective as of the Repossession Date that will allow Credit Human to store the home in the Community for up to 12 months, and Credit Human will pay the storage space rent to the Resident Corporation, which shall be \$1.00 above the member space rent.
3. **Rent Payments Before Lender Owns Home:** Credit Human agrees to pay Resident Corporation for one month of unpaid space rent owed to the Resident Corporation (if applicable) for the period prior to the Repossession Date and Resident Corporation agrees Credit Human and any purchaser including licensed wholesalers from Credit Human shall not be liable for any other past due charges. This waiver does not apply if Credit Human removes the home from the Community without first notifying the Resident Corporation of its intention pursuant to paragraph 6. This waiver also does not apply to charges which may be due to public taxing authorities or to public utility companies.
4. **Obligations Of Lender:** Credit Human agrees that if the home it has repossessed poses an immediate danger to the Community’s residents or visitors that it will promptly arrange for repairs to be made to the home in order to secure the home. Credit Human agrees to maintain the home in saleable condition during the period the home remains unoccupied and unsold and to reasonably maintain the home as required by ORS 62.809(2)(c).
5. **Abandoned Homes Financed By The Lender:** The Resident Corporation will notify Credit Human Federal Credit Union if a home financed by Credit Human is vacated or abandoned and the Resident Corporation knows of the vacation or abandonment. With every new financing and periodically, Credit Human will notify the Resident Corporation of its secured (i.e. financed) homes in the Community.
6. **Removal Of The Home:** While the desire is to leave the home in the Community, Credit Human reserves the right to remove the home from the Community upon taking title to the Home by repossession or any other means and stay in contact with the Resident Corporation throughout the repossession process. Credit Human shall first satisfy any obligation owed to the Resident Corporation, in compliance with ORS 62.813(2)(a).
7. **Maintenance Of The Home:** The Resident Corporation agrees to provide Credit Human with contact information for local contractors who perform snow plowing, maintenance and yard work, such as those the Resident Corporation and other residents use. Credit Human reserves the right in its sole discretion to secure other service.
8. **Approval Of Purchasers For Tenancy:** Resident Corporation shall have final written approval of all purchasers of homes for membership/tenancy in the Community. In order to be approved, all prospective purchasers of homes shall satisfy Resident Corporation’s membership requirements for the Community. Included in said requirements, all prospective purchasers of home will be required to complete an application which permits Resident Corporation or its agent to obtain and evaluate criminal and credit reports for said applicants, as well as perform landlord (and other) reference verifications and standard membership screening in accordance

with its bylaws and policies. Credit Human will specify that the payment of the required membership fee is a condition of loan closing for new members.

9. **Taxes, Insurance and Utilities:** For the term of this agreement, should its borrower (the homeowner) fail to pay taxes, insurance, or utilities, Credit Human reserves the right to pay any taxes, insurance and/or utility cost associated with the home(s) until they are sold.
10. **Terms of Agreement:** This agreement is in effect until either party provides the other party with a thirty (30) day written notice to terminate the agreement. The terms of this agreement will continue to apply to homes owned by Credit Human or homes financed by Credit Human on and from the date of execution of this agreement through the effective date of the termination of the agreement. Credit Human reserves the right to close the loan program and/or reject future applications for financing for homes located or to be located in the Community as the result of the termination of this agreement by either party.
11. **Notices:** Unless otherwise provided herein, all notices or other communications required by this agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the Party to whom notice is given, on the next business day if sent by confirmed facsimile transmission or on the date of actual delivery if sent by overnight commercial courier or by first-class mail, registered or certified, with postage prepaid and properly addressed to the Party at its address set forth below, or at any other address that any party may from time to time designate by written notice to the others:

If to Resident Corporation:

ATTN: President

If to Credit Human:

620 Green Valley Road
Suite 300
Greensboro, NC 27408
Phone: (866)279-1899
Fax: (866)279-1919

ATTN: Loss Mitigation Manager

12. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, including any alleged breach, shall be resolved by binding arbitration before the American Arbitration Association and judgment on the award may be entered in any court having jurisdiction thereof. The cost of arbitration shall be allocated by the arbitrator as part of the arbitration decision.
13. **Course of Dealing:** No course of dealing between Resident Corporation and Credit Human nor any failure to exercise, nor any delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
14. **Relationship:** Resident Corporation and Credit Human shall act as Principals in all respects hereunder, and nothing herein shall be constructed to constitute either as the agent, partner, or joint venture of the other. Neither party shall have responsibility for any other Party's debts, liabilities or other obligations, or for the intentional, reckless or negligent acts or omissions of the other Party or its employees or agents and each Party shall indemnify and hold the other Party absolutely harmless from and against any and all such liabilities and losses, including

reasonable attorney's fees. Nothing herein shall be interpreted to make Resident Corporation liable for any home loans made by Credit Human in the Community.

15. **Counterparts:** This agreement may be executed in one or more counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **Governing Law:** This agreement shall be governed by and construed in accordance with Oregon law.

17. **Survival of Indemnification Obligations:** Each and every indemnification obligation of any one or more of the Parties shall expressly survive the termination of this agreement.

18. **Entire Agreement:** This agreement constitutes the complete and exclusive statement of the agreement among the Parties. This agreement supersedes all prior negotiations, understandings and agreements of the Parties, written or oral.

IN WITNESS WHEREOF, The Parties have duly executed this agreement on the day and year first above written.

Resident Corporation

Credit Human:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Witness: _____