

Community Agreement

THIS AGREEMENT is made this _____ day of _____, _____ by and between

_____, a Resident-Owned Manufactured Home Community, whose address is

_____ (herein after referred to as "Resident Corporation") and Credit Human Federal Credit Union (herein after referred to as "Credit Human"), located at 620 Green Valley Road, Suite 300, Greensboro, NC 27408. Resident Corporation and Credit Human are also herein after referred to individually as Parties.

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 , 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 Home which Credit Human has repossessed by reason of a loan default; and
- D. Credit Human is interested in assisting in permitting the Homes to remain in the Community.

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:** The Borrower whose Home is financed by Credit Human shall not be evicted for nonpayment of rent without first notifying Credit Human. 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.
- 2. Rent Payments While Lender Owns Home:** The Abatement Period shall commence as the date on which Credit Human legally has the right to sell the home after repossession ("Repossession Date"). Following a repossession of the home by Credit Human shall commence paying rent to Resident Corporation at the then current monthly rental rate for the site such home occupies from the date lender has the legal right to sell such home ("Repossession Date"). Credit Human agrees to notify Resident Corporation of the official Repossession Date and in no event shall Credit Human be liable to Resident Corporation for any rent or occupancy charges (other than charges which may be due to public taxing authorities) that arose prior to the Repossession Date.
- 3. Obligations Of Lender:** Credit Human agrees that if 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. In the event Credit Human, in its sole discretion, determines a home should be sold wholesale (as-is, where-is) Credit Human will not be required to repair home other than if health and safety conditions arise.
- 4. Abandoned Homes Financed By The Lender:** The Resident Corporation will notify Credit Human if a home financed by Credit Human is vacated or abandoned.
- 5. 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. If Credit Human chooses to do so, rents absorbed by the Resident Corporation AFTER the legal Repossession Date will be paid to the Resident Corporation by Credit Human through the date of removal.

- 6. **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 and are responsible for outside of the normal services included in the monthly site rent. Credit Human reserves the right in its sole discretion to secure other service providers in this regard.
- 7. **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 resident 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.
- 8. **Taxes, Insurance and Utilities:** Should the Borrower 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 until such time as Credit Human's interest in the home is terminated.
- 9. **Lien Status:** The Resident Corporation agrees to provide reasonable assistance to Credit Human in obtaining first lien status on homes financed or owned by Credit Human. Assistance includes, but is not limited to, communicating with any current lender or entity with a security interest in the Community to ensure subordination of those liens to Credit Human's lien.
- 10. **Notification of Default:** The Resident Corporation agrees to provide timely notice to Credit Human pursuant to Paragraph 12, regarding the default of any loans obtained by the Community. Notification to Credit Human of any default shall be deemed immediate termination of this agreement and acceptance of same by Credit Human immediately satisfies Credit Human requirement for advanced written notice of termination under Paragraph 11.
- 11. **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, subject to the provisions of Paragraph 10 above. 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 Credit Human interest in the home. 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.
- 12. **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 Federal Credit Union: Credit

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

ATTN: Loss Mitigation Manager

- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 18. 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.
- 19. 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: _____