

**Member Occupancy Agreement  
Mountain Springs Villa, Inc.**

This Agreement, made and entered into at Red Lodge, Montana this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Mountain Springs Villa, Inc., a corporation organized under the State of Montana, having its principal place of business located between the 900-1100 blocks of Coutts Avenue. Whose mailing address is P.O. Box 371, Red Lodge, MT 59068 (herein after called the "Corporation"), and \_\_\_\_\_ (name) (herein after called the "Member") of \_\_\_\_\_ (number) Coutts Avenue in said Corporation.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as the Mountain Springs Villa Inc., (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles of Incorporation, Bylaws and Covenants of the Corporation, 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 the annual Membership Fee of \$ 25.00 and will then receive a Certificate of Membership in the Corporation; and

WHEREAS, the Corporation and the Members deem it to be their mutual interest to commemorate the Membership and rental arrangement in written form.

NOW THEREFORE, the parties do agree as follows:

**Article 1 - Premises:** The Corporation leases to the Member and the Member leases from the Corporation \_\_\_\_\_ Coutts Avenue (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 Covenants established by the members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If a 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 agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of \$ 235.00 for Members owning a manufactured home in the Community. The Member's share of the monthly sum currently required by the Corporation, as estimated by its Board of Directors, to meet its expenses and reserves. The Lot Rent may be increased according to the bylaws, with a sixty (60) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a

twenty-five dollar (\$25) late payment fee for Lot Rent received after the 5th day of each month. All such late fees shall be considered additional rent hereunder.

The Member further agrees to timely pay when due to the City of Red Lodge all monthly water/sewer and property taxes assessed against the manufactured housing unit owned by the Member. (If the Corporation, upon demand or requirement of a lender or for any other reason, has elected to pay any real estate taxes so assessed, against the Members' unit, the Member shall promptly reimburse the Corporation). Any fees advanced by the Corporation for municipal taxes or other Lot Rent 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 any Member's lot rent and non-reimbursed expenses incurred by the Corporation.

**Article 4 - Membership Fee:** The Member has paid or will pay the annual Membership Fee by payment in full before occupying the Lot.

**Article 5 - 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 Covenants or for any reason specified by statute, 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 them 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 6 - Assignment:** The rights set forth herein may be assigned to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time period as it deems appropriate.

**Article 7 - Limitation on Member's Right to Make On-Site Sale:** The Member acknowledges the application of the resale limitations and restrictions of Section 7.3 of the Bylaws of the Corporation as may be amended from time to time and agrees to abide and comply therewith.

**Article 8 - Attorneys' 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 homeowner must pay all legal fees and costs incurred by the Corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or canceled by the Corporation. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with the Covenants. In the event a legal action is commenced against the Corporation by a homeowner and the Corporation prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Corporation in defending such action. In

no event shall the Corporation be responsible for paying the homeowners 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 9 - 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 10 - Contact Information:**

Homeowner Name(s): \_\_\_\_\_

Telephone:\_\_\_\_\_

**Names of each additional person(s) living at the above address:**

\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Emergency Contact Information:**

List the name, address, and phone number of the person you would want notified in case of an emergency:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

**Corporation Officers:**

Signed \_\_\_\_\_ Printed \_\_\_\_\_  
(President)

Signed \_\_\_\_\_ Printed \_\_\_\_\_  
(Secretary)

**Titled Members:** (And spouses or partners in civil union)

Signed \_\_\_\_\_ Printed \_\_\_\_\_

Signed \_\_\_\_\_ Printed \_\_\_\_\_

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

Signed \_\_\_\_\_ Printed \_\_\_\_\_

**1/21/2010**

