



Application Materials

**LOON ESTATES
COOPERATIVE, INC.**

A Resident Owned Community

Loon Estates Cooperative, Inc.

Acknowledgement of Receipt of Community Rules/Bylaws

I/We _____ am/are applying for membership in the Cooperative for the lot located at _____ (street address). I/we have received and read a copy of the Loon Estates Cooperative, Inc. Community Rules and Bylaws.

By signing and dating this form, I/we acknowledge that we understand and will obey the community Rules and Bylaws of Loon Estates Cooperative, Inc. If I/we do not follow these Rules and Bylaws, I/we understand that this could be grounds for expulsion from membership and/or eviction from the community.

Applicant signature: _____ Date: _____

Co-applicant signature: _____ Date: _____



Loon Estates Cooperative, Inc.

Application for Membership

All information must be filled out completely. Incomplete Applications will be returned to the Applicant. If a question does not apply, place "n/a" in the space provided. Please print all information legibly.

Applying for: _____ (Address)

Current owner: _____

Applicant: _____ SS #: _____

Co-applicant: _____ SS #: _____
(if more than two applicants, please ask for an additional application)

Current address: _____ (street)

_____ (city, state, zip)

Home phone: _____ Work phone: _____

Length of time at this address: _____

Current Landlord: _____ phone: _____

If less than three (3) years at current address, list previous addresses:

Address _____ (street, city, state, zip)

Landlord: _____ phone: _____

Address _____ (street, city, state, zip)

Landlord: _____ phone: _____

Applicant's Employer: _____ Phone: _____

Address _____ (street, city, state, zip)

Co-applicant's Employer: _____ Phone: _____

Address _____ (street, city, state, zip)

Vehicle make/model: _____ Year: _____ color: _____

Vehicle make/model: _____ Year: _____ color: _____

Savings account #: _____ Bank: _____

Checking account #: _____ Bank: _____

Please list all current debt, including, student loans, car loans, personal loans, credit cards, mortgages and any other monies owed.

1. _____ Account #: _____, Balance: _____

2. _____ Account #: _____, Balance: _____

3. _____ Account #: _____, Balance: _____

NOTE: Please list any and all additional loans/credit cards/debt on separate piece of paper if not enough room above.

Level of total household income: (circle)

\$0 - \$10,000

\$20,001 - \$30,000

\$10,001 - \$20,000

\$30,001 - plus

Number of people who plan to occupy home: _____

Are you or any members of your household required to register as a sex offender?

Yes No

Please list three personal references who can speak to your likelihood to pay your rent in a timely manner, obey the Park Rules, and be a good cooperater. Reference many not include relatives.

1. Name: _____ phone: _____

Relationship: _____

2. Name: _____ phone: _____

Relationship: _____

3. Name: _____ phone: _____

Relationship: _____

Please read the following information before signing this application.

To join Loon Estates Cooperative, I/we are aware that a Membership Fee of \$500 must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out. I/we understand that this application in no way guarantees my/our acceptance into the Cooperative/Community. I/we authorize the Cooperative to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless the Cooperative and its employees and/or tenants, from any action arising from these inquiries.

The Cooperative does not discriminate based on age, sex, race, creed, color, marital status, familial status, physical or mental disability or national origin or on account of that person's sexual orientation in the approval of its members.

Applicant signature: _____ Date: _____

Co-applicant signature: _____ Date: _____

NOTE: Applications that are incomplete, illegible and/or are not accompanied by the proper documentation will be returned to the applicant(s).

Loon Estates Cooperative, Inc.
Consumer Authorization and Release Form

(PLEASE PRINT CLEARLY)

Applicant _____
First MI Last

Social Security # _____ - _____ - _____

Date of Birth _____ / _____ / _____
month day year

Current Address

_____ city state zip

how long? _____

Co-Applicant Name _____
First MI Last

Social Security # _____ - _____ - _____

Date of Birth _____ / _____ / _____
month day year

Current Address

_____ city state zip

how long? _____

Loon Estates Cooperative, Inc.
Consumer Authorization and Release Form

I/We hereby authorize Loon Estates Cooperative, Inc. to obtain my/our consumer report/credit information, credit risk scores and other enhancements to my/our consumer report (hereinafter collectively referred to as "Report") from one or more of the three national credit reporting repositories (Equifax, Experian, Trans Union) and provide a copy of the Report to:

Loon Estates Cooperative, Inc. for the purpose of assessing my/our Application for Membership in said Cooperative. I/We understand that "other enhancements" includes conducting a national criminal background check, to which I/We give my/our consent.

This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. 1681b(a)(2).

I/We further authorize the Loon Estates Cooperative, Inc. to contact the references listed on my/our application in order to assess my/our Application for Membership in said Cooperative.

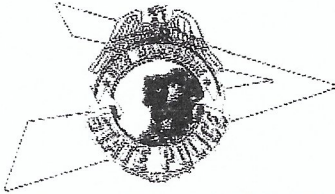
I/We further authorize the Loon Estates Cooperative, Inc. to verify past and present landlord references in order to assess my/our Application for Membership in said Cooperative.

It is understood that a photocopy and/or facsimile of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my/our Membership Application.

| | | |
|-----------|-------|------------------------|
| _____ | _____ | _____ |
| Applicant | Date | Social Security Number |

| | | |
|--------------|-------|------------------------|
| _____ | _____ | _____ |
| Co-Applicant | Date | Social Security Number |



New Hampshire Department of Safety
DIVISION OF STATE POLICE
Central Repository for Criminal Records
33 Hazen Drive, Concord, NH 03305

CRIMINAL RECORD RELEASE AUTHORIZATION FORM

SECTION I

PLEASE TYPE OR PRINT CLEARLY. ALL INFORMATION IN THIS SECTION MUST BE COMPLETED

NAME _____
LAST (MAIDEN/ALIAS) FIRST MI

ADDRESS _____
STREET CITY STATE ZIP CODE

DATE OF BIRTH _____ HAIR COLOR _____ EYE COLOR _____ SEX _____

DRIVER LICENSE NUMBER _____ STATE _____

PURPOSE FOR RECORD: Housing Employment Amendment/Expungement Other _____

My below signature certifies I am the individual listed above and that the information provided is true.

YOUR SIGNATURE: _____ DATE _____
Signed under penalty of unsworn falsification pursuant to NH RSA 641:3

SECTION II

IF RECORD IS TO BE MAILED TO YOU, OR RECEIVED BY SOMEONE OTHER THAN YOURSELF.

ALL OF SECTION II MUST BE COMPLETED

I hereby authorize the release of my criminal record conviction(s), if any, to the following individual:

NAME OF PERSON / FIRM TO RECEIVE RECORD _____

ADDRESS _____
STREET CITY STATE ZIP CODE

YOUR SIGNATURE _____ DATE _____

NOTARY'S SIGNATURE _____ DATE _____
(Affix Seal) (Comm. Exp.)

SIGNATURE OF PERSON / FIRM TO RECEIVE RECORD DATE _____

NOTE: A \$25.00 fee is required for each request. make checks payable to: State of NH - Criminal Records.

Loon Estates Cooperative, Inc.

Member Occupancy Agreement

This Agreement, made and entered into at Northwood, State of New Hampshire this _____ day of _____, 20____, by and between the Loon Estates Cooperative, Inc., a non-profit consumer cooperative association organized under the New Hampshire Consumers' Cooperative Association Act, RSA 301-A, having its principal place of business at Lakeshore Drive, Northwood , State of New Hampshire, (hereinafter called the "Cooperative"), and _____ (name) (hereinafter called the "Member") of _____ (number and street) in said Cooperative.

WHEREAS, the Cooperative was organized to own and operate a manufactured housing park, now known as the Loon Estates Cooperative, (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 and the Bylaws of the Cooperative 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 \$500 (Five Hundred Dollars) and will receive a Certificate of Membership in the Cooperative once the fee has been paid in full; and

WHEREAS, the Cooperative and the Members deem it to be in 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 Cooperative leases to the Member and the Member leases from the Cooperative _____ (hereinafter called the "Lot") in the Community. _____ (street address)

Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Cooperative, and the Community Rules 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 Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to the Cooperative.

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 \$480.00 (Four Hundred Eighty Dollars) for Members owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Cooperative, 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 \$25 (Twenty Five Dollar) late payment fee for Lot Rent received after the 15th day of each month. All such late fees shall be considered additional rent hereunder.

The Member further agrees to timely pay when and if due to the Town of Northwood any monthly water/sewer and property taxes assessed against the manufactured housing unit owned by the Member. (If the Cooperative, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Members' unit, the Members shall promptly reimburse the Cooperative). Any fees advanced by the Cooperative for municipal taxes or other Lot Rent shall be added to the cooperative's lien for unpaid rents. The Cooperative reserves the right to secure its statutory lien (see 205-A:4-a) on the home of the Member for any Member's lot rent and non-reimbursed expenses incurred by the Cooperative.

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 as provided for in RSA 480 or by any other state or federal law as to any lien by the cooperative 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. An exception is hereby made for tenancies prior to acquisition of the Community by the Cooperative; the payment plan agreed to in the Subscription Agreement is hereby incorporated into this Occupancy Agreement.

Article 6 - Patronage Refunds: The Cooperative 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 RSA Chapter 301-A 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 Hampshire law, specifically, but not limited to New Hampshire Revised Statutes Annotated Chapter 205-A and Chapter 301-A, and shall further agree to abide by the terms and conditions of this Agreement, and the Articles of Incorporation and bylaws of the Cooperative, and Community Rules of the Cooperative 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 applicable rules in effect at the execution of the Occupancy Agreement.

The Member further agrees to participate cooperatively in the operation and management of the Cooperative by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Members, other tenants, or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Cooperative; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Community Rules.

The Member shall be responsible for all maintenance and repair of the lot, including usual maintenance of paved parking spaces if provided, with exception of any underground system,

such as underground oil tanks, or water, electrical or septic systems, unless such repair is due to the negligence of the Member. The Member owns and is responsible for all repairs and maintenance of any aboveground fuel-Storage Tank (AST) on Member's lot. All ASTs shall be in compliance with "SAFE TANK" standards as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance at the time of the signing of this Agreement shall be brought into compliance at time of occupancy or such other time as may be agreed by a separate written consent of the Cooperative Board of Directors. Any tank not brought into compliance with such standards at time of occupancy or within the time given in a written notice from the Director of Operations or Cooperative Board of Directors at any other time during the term of this Agreement, may be replaced by the Cooperative at the expense of the Member and such expenses may be collected and assessed in the same manner as rents under RSA 205-A:4-a.

Member must have the consent of the Cooperative Board of Directors to plant, remove or trim trees or to modify landscaping with anything more than annual flowers. Any and all additions to landscaping become part of the leasehold premises and shall not be removed by the Member except with the expressed written consent of the Cooperative Board of Directors. Member should carry homeowner's insurance including general liability insurance, however, because the cooperative is not able to effectively monitor that the homeowner's insurance coverage is current, it is the homeowner's responsibility to keep it current.

check
community
rules, too

Article 8 - Cooperative's Covenants: The Cooperative shall comply with all duties set forth under New Hampshire law, specifically, but not limited to, Revised Statutes Annotated Chapter 205-A and Chapter 301-A, 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 later amended from time to time.

Provided that the Member has provided a safe and properly maintained connection capability, the Cooperative agrees to provide water and sewer utilities to the Member's Lot and to maintain these utilities in good and reasonable working order; 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 Cooperative's finances, including the payment of liability insurance and property taxes on the land; to duly report the significant and material doings and undertakings of the directorship to the Membership, and any special meetings that may be called from time to time; to provide copies of annual audit of the Cooperative's finances; and 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 in New Hampshire Revised Statutes Annotated Chapter 205-A, 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 Cooperative as well as for any reason specified in New Hampshire Revised Statutes Annotated Chapter 301-A, 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 Cooperative not less than 15 days from the date of said notice, as per RSA 301-A:20. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 - 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 periods as it deems appropriate.*

Article 11 - Limitation on Member's Right to Make On-Site Sale: *The Member acknowledges the application of the resale limitations and restrictions of Section II:3 of the Community Rules of the Cooperative 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 any provision 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 Cooperative bylaws require notice to be given to either party, any notice by the Cooperative 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; and any notice by the Member if delivered to a current elected Officer of the Cooperative. 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 Cooperative, or to the President of the Cooperative, as the case may be, and the time of mailing shall be deemed to be the time of the 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 Cooperative, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Cooperative.*

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

Article 17 - Attorneys' Fees and Costs: *In the event any legal action is commenced by the cooperative 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 cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with*

a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative 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 these Community Rules.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Cooperative and a partial owner of the Cooperative. 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 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 Cooperative and its lending institutions and further agrees to accept and recognize these lenders' 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 and/or institutions holding a mortgage or security interest in my home:

Article 22 –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.

Cooperative Officers:

Signed _____ Printed _____
Its duly authorized Officer

Signed _____ Printed _____
Its duly authorized Officer

Members:

Signed _____ Printed _____

Signed _____ Printed _____

Signed _____ Printed _____

All titled Members must sign above. Untitled spouses or partners in civil unions are also encouraged to sign above.

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

Untitled spouse or partner in civil union:

Signed _____ Printed _____

Witness to all signatures:

Signed _____ Printed _____

Loon Estates Cooperative, Inc.

Volunteer Interest Survey

We believe that every member of the Cooperative has unique talents that can be shared with the community. As such, we want to know a little bit about your interests, as well as areas in which you may have some expertise. Please check all interests/talents that you feel comfortable doing:

- | | |
|--|---|
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Wiring |
| <input type="checkbox"/> Water systems | <input type="checkbox"/> Septic Systems |
| <input type="checkbox"/> Taking Notes | <input type="checkbox"/> Gardening |
| <input type="checkbox"/> Nature Walks | <input type="checkbox"/> Book Clubs |
| <input type="checkbox"/> Get out the Vote | <input type="checkbox"/> Public Speaking |
| <input type="checkbox"/> Writing | <input type="checkbox"/> Publishing a newsletter |
| <input type="checkbox"/> Bookkeeping | <input type="checkbox"/> Fall Clean-up |
| <input type="checkbox"/> Public Speaking | |
| <input type="checkbox"/> Recycling | <input type="checkbox"/> Filing |
| <input type="checkbox"/> Flower Arrangements | <input type="checkbox"/> Carpentry or Wood-working |
| <input type="checkbox"/> Yard Sales | <input type="checkbox"/> Easy Fundraisers (bake sale, etc.) |
| <input type="checkbox"/> Organizing events | |
| <input type="checkbox"/> Crime Watch | <input type="checkbox"/> Making reminder phone calls |
| <input type="checkbox"/> Baking | <input type="checkbox"/> Grilling |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

I am interested in learning more about the following roles on the Cooperative's Board of Directors:

- | | |
|--|---|
| <input type="checkbox"/> President | <input type="checkbox"/> Vice-President |
| <input type="checkbox"/> Treasurer | <input type="checkbox"/> Secretary |
| <input type="checkbox"/> Operations Manager/Director | <input type="checkbox"/> _____ |

There are many ways for member to have a voice in the community. One great way to get to know your neighbors, as well as to have a say in how things are run, is to join a committee. Please check the committee below which you feel best serves your interests and talents:

- | | |
|--|--|
| <input type="checkbox"/> Membership Committee | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Social Committee | <input type="checkbox"/> Park Rules Enforcement |
| <input type="checkbox"/> Maintenance Committee | <input type="checkbox"/> Ad-hoc committees, as needed. |

Thank you for completing this form. A member of the Board of Directors will be contacting you shortly about your volunteer interests.

Name (s): _____

Phone: _____

Best time to call: _____