

Vida Lea Community Cooperative Space Lease

This proprietary Lease is a binding document that has legal consequences. It is recommended that the homeowner(s) have it reviewed by an attorney prior to executing the document. This is a senior park and families with children are not permitted. At least one occupant of every household must be proven to be fifty-five (55) years of age or older.

Effective as of the date of the deed of the Vida Lea Mobile Lodge to the Vida Lea Community Cooperative from First Place Properties, LLC an agreement (hereafter "Lease") is made by and between the Vida Lea Community Cooperative, a non-profit cooperative corporation formed under Oregon Revised Statutes (ORS) Chapter 62.800 and the Manufactured Dwelling Park Non-Profit Cooperative Corporation Act (Act), (hereinafter the "Cooperative", "we", or "us"), and granting a proprietary lease of a Home Site in the Vida Lea Community Cooperative Park. In exchange for the purchase of membership in the Cooperative for a membership fee of \$100.00, the completion of any additional pre-occupancy requirements described in the Cooperative's Bylaws (hereinafter "Bylaws") and the Community Rules (hereinafter "Community Rules), and the promise to pay the monthly payment and other charges that may be owed, pursuant to the terms of this Lease ("Space Rent") according to the terms of this Lease.

Until otherwise notified, "Space Rent" shall be paid by mailing it to: Cooperative Management, Inc. VLCC, C/O CMI, P.O. Box 490. Gold Beach, OR 97444 by the first of each month. (See 1 B)

Because the Cooperative was organized by members to own and operate the Park, the Cooperative's Articles of Incorporation, Bylaws, and the Community Rules, including any changes that are made to these documents from time to time, (collectively, the "Park Documents") are incorporated into this Lease by reference. The Cooperatives members have approved these documents and will need to approve any changes to them. The parties agree to be bound and to abide by the terms and conditions of this Lease and all incorporated documents, and any amendments to them.

Receipt of Documents:

The Cooperative has given you a complete copy of the Park Documents and that the Cooperative will make any amendments to these documents available to you.

You acknowledge that you have received a complete copy of the Park Documents and are familiar with their terms.

Signature of Member

Date

The Parties agree to the following lease terms:

Section 1- Home Site: You are leasing from the Cooperative, the Home Site on space number ____ in the Park, located at 44221 McKenzie Highway, Leaburg, Oregon 97489 (hereafter the “Home Site”).

A. Special Restrictions. Any special restrictions are attached as Exhibit A, and made a part of this Lease. (If Exhibit A is not attached, then there are no special restrictions).

B. Adult Household Members. You must list in paragraph 24 all adults who will be living in your home. All adults living in your home must first satisfy the occupancy requirements set by the Cooperative. All adults living in your home (together with all other members of your household and your guests) must comply with the Community Rules and the terms of this Lease, but they are not parties to the Lease and are not entitled to remain in the Park after the termination of the Lease. If new adults wish to move into your home after this Lease is signed, they must first apply to the Cooperative and meet the occupancy requirements set by the Cooperative in Section 3.1 of the Bylaws. Any guest staying for more than twenty-one (21) days must qualify as a household occupant, unless the guest is a caregiver for an occupant with a disability as defined by law, A background check done by the company for whom the caregiver works is acceptable in lieu of a background check by the Vida Lea Community Cooperative.

Section 2- Term: Upon payment of the Space Rent stated below, and upon compliance with the other terms of this Lease and the Park Documents, each as they may be amended from time to time, and subject to the right of a foreclosing lender (or a successor of a foreclosing lender) to terminate or replace this lease, as provided in Section 7(D) below, you shall have the right to occupy the Home Site for the term of fifty (50) years from the date in the first paragraph (the “Expiration Date”). This Lease shall continue in the event that you replaced the manufactured home currently on your Home Site with another manufactured home, provided you continue to comply with the Lease terms.

A: Renewal Terms: Unless this Lease is terminated or replaced by a foreclosing lender (or a successor of a foreclosing lender), upon expiration, this Lease shall be renewed for another fifty (50) years using the then current form of the Lease.

Section 3- Space Rent Payment: You covenant and agree to pay the base space rent and other fees, costs and expenses of the Cooperative added pursuant to the terms of this Lease (collectively, the “Space Rent”) in a timely manner. The monthly sum of the base space rent is \$_____ for members owning a manufactured home in the Park. Ninety days (90) advance written notice will be given for any changes in Space Rent. The Park will pay for the following services to the Home Site: water, sewer, garbage, basic cable, and outside lighting. You are responsible for electricity for your home if your space is metered, and telephone. The base space rent may be changed following member approval as provided in the Bylaws.

A. Payment. The Space Rent must be paid in advance and received by the 1st day of the month beginning on the first day of the month following the date in the first paragraph of this Lease, at the location specified in the first paragraph, or as it may be changed from time to time by notice from the Cooperative given at least ten 10 days before rent is due. Space Rent paid after the 12th day of the month, will be assessed a late charge of \$25.00 as additional Space Rent. You will be assessed any processing, handling, and/or other fees charged to the Cooperative if your Space Rent payment cannot be processed due to the insufficient funds or other reasons and these charges shall be added to your Space Rent.

B. Taxes. You further agree to timely pay, when and if due, all the property taxes assessed against the manufactured home owned by you.

C. Consequences of Nonpayment. The Cooperative reserves the right to secure a lien on the home owned by you and on your membership interest for any past-due Space Rent. This Lease shall be deemed to be a security agreement for this lien. You grant the Cooperative a security interest in the home and in your membership interest as security for your obligations in this Lease and agree that the Cooperative shall have, in addition to the rights provided for in this Lease, all of the rights and remedies of a secured party under the Uniform Commercial Code of Oregon with respect to your membership interest and the home in the event of your failure to comply with the terms and conditions of this Lease. This lien is an addition to our right to terminate this Lease for nonpayment of Space Rent due. This lien is subordinate to any security interest of any lender providing funds for the Cooperative's purchase of the Park and also subordinate to any security interest of any lender providing financing for a resident's purchase of his/her manufactured home.

D. No Waiver By Partial Payment. No payment by you of any amount less than the amount due or a statement on any check or any letter accompanying any payment for Space Rent, will be deemed an accord and satisfaction and the Cooperative may accept the payment without prejudice to the Cooperative's rights to recover the balance due and pursue any other remedy provided in this Lease or by law.

E. Assignment of Lease to Heir. Upon your death, your membership shall terminate. Your heir or devisee by bequest, intestacy or operation of law, may reside in the manufactured home on the Home Site for up to six (6) months as a temporary tenant under this Lease and pay the member Space Rent. During this period your heir or devisee may apply to become a member and receive a new lease from the Cooperative.

If your heir or devisee does not qualify for membership, he or she must vacate the manufactured home upon the expiration of the six (6) month temporary tenancy.

If your estate, heir or devisee, as temporary tenant under this Lease, commits or permits any event of default or otherwise does not comply with this Lease, the Cooperative may terminate this Lease according to the terms in the termination provision below.

F. Vacancy and Subleasing. Except as provided in 1. A. above, all homes in the Park are to be Member-owned and occupied. The Member is expected to live in the home for at least 6 months out of the year.

- 1) Home Vacant. In the event that you are unable to live in the home for 6 months out of each year and the home is vacant, (1) you must make arrangements satisfactory to the Cooperative that the home and lot will be maintained during the period you are gone; (2) you must provide contact information for a local person who can be available in the event of emergencies.

G. No Assignment In Event of Sale of Home on Home Site. In the event you sell the manufactured home on your Home Site, this Lease will not be assigned to the buyer. The buyer must qualify and becomes a Co-op member and must sign a new lease with the Cooperative. You may assign your rights under this Lease to the holder of any lien on your home. Such assignment shall be subordinate to any security interest of any lender providing funds for the Cooperative's purchase of the Park.

You acknowledge and agree to comply with the resale limitations and restrictions set forth below and in the Park Documents, as they may be amended from time to time.

H. On-site Sale of Home. If you wish to make an on-site sale of your home, you must give written notice to the Co-op stating your intention to sell, the estimated date of sale, and the name, address, and phone number of the selling agent. It is your responsibility to supply potential buyers with information regarding the requirement that the buyer become a member of the Co-op. You must supply the Co-op with the names and telephone numbers of all buyers who have signed a Purchase and Sale Agreement. The buyer must meet the qualifications for membership as stated in the Park Documents and agree to be bound by the Park Documents as a condition of the sale (unless the buyer intends to move the home from the Park).

I. Senior Park Restrictions on Sale and Lease. This Park is reserved for older persons. Therefore each home must be occupied by at least one person aged fifty-five years of age or older. Families with children are not permitted. In the event of conflict with other provisions of this Space Lease, these restrictions shall control.

Section 4- Termination by You:

A. Termination of Membership with Termination of lease. Your termination of this Lease shall result in the termination of your membership in the Cooperative. Your membership fee shall be returned according to the terms in the Bylaws, less any amount owed by you to the Cooperative.

B. Notice of Termination. If you intend to terminate this lease and your membership you shall provide thirty (30) days written notice to the Cooperative at the address where you pay the Space Rent.

C. Holdover Tenancy. If you or anyone else continues to occupy the Home Site or the manufactured home in the leased space following the termination of the Lease by you without accepting a renewal of this Lease, such occupancy shall be treated as a month-to-month tenancy at a Space Rent payment equal to 125% of the Space Rent in effect immediately prior to such termination until such time as a new Lease is executed, you or the person occupying the site moves from or abandons the Home Site, or the Cooperative evicts you or the person occupying the Home Site.

Section 5- Termination by the Cooperative (Eviction):

A. Reasons for Eviction. You understand and acknowledge that this Lease may be terminated and you may be evicted from the park for violation of this Lease, material violation of the Community Rules, nonpayment of Space Rent, nonpayment of utilities and other services, noncompliance with manufactured housing laws, criminal or endangering conduct, false application for membership, abandonment of your home, ceasing to be a member in the Cooperative or for any reason specified Oregon Revised Statutes Chapter 62 as it now exists or as it may be amended from time to time. The behavior of your household members or guests may also be grounds for eviction.

B. Process for Eviction. The Cooperative will give you written notice of our intent to terminate the Lease and the reasons for termination.

1) If the reason for the eviction is nonpayment of the Space Rent, the effective date of the Lease termination is three days after notice of lease termination for nonpayment is given. Space Rent payments are due on the 5th day of each month and are late on the 12th of each month. Notices of nonpayment of Space Rent can be sent out after that date. The notice will say that you have 72 hours to pay the unpaid Space Rent, plus the late fee. If you do not pay the entire amount stated in the notice, this Lease will terminate, and you must move your manufactured home from your space or the Cooperative can go to court to evict you.

2) If the reason for eviction is other than nonpayment of Space Rent, the effective date of the termination shall be thirty (30) days after the date the notice of termination is given. You may cure the violation within the time provided in the notice of termination, or you may request the Board of Directors review the termination. You must request Board review by giving written notice to the Cooperative within fifteen (15) days of the date the notice of termination was given. If the Board votes to terminate the Lease, the termination will be effective fifteen (15) days from when notified of the Board's decision is given to you, or thirty (30) days from when the notice to terminate was given, whichever is later. Notice is given when hand delivered or when mailed, as provided in Section 10, which may be a different date than when it is received by you.

3) Any Member who wishes to be represented by legal counsel must notify the Board of this fact ten (10) days in advance of the meeting. The Member shall be solely responsible for the cost of his or her attorney. In no case will the Cooperative be responsible for the legal fees of the Member.

4) Except where the violation involves the commission of a crime, or a health or safety issue in the sole determination of the Cooperative, you will be given two opportunities to cure the violation prior to the issuance of the notice of termination. Fines may be imposed for each violation as provided in the Community Rules.

C. Termination of Membership. Upon termination of this Lease, your membership is automatically terminated. Your membership fee shall be returned according to the terms in the Bylaws, (Sec. 3.10) less any amounts owed to the Cooperative by you.

D. Continued Space Rent Liability. You will continue to owe Space Rent until you sell your home to a qualified member or the date you remove your home and all your personal property from the Park. After the termination of your membership, the Space Rent will increase to the non-member Space Rent as set by the Board of Directors.

Section 6- Your Further Obligations and Covenants:

A. Compliance with Lease Terms. Community Rules and Oregon Law: You shall comply with all duties set forth under this Lease, as they now exist and as they may be later amended from time to time, including amendments to the Park Documents.

B. Participation in Cooperative Management. You agree to participate cooperatively in the operation and management of the Cooperative by participating in the election of Board members and/or serving on its committees or the Board.

C. Use of Home Site and Community Conduct. You agree to use the Home Site only for the personal residence of you and your household except as otherwise provided in the Lease; to conduct yourself, your household members, and your guests when on the Home Site and in the

Park in such a manner as not to disturb or threaten other members, other tenants, or their respective guests, household members, and invitees; to pay any and all damages caused intentionally or negligently by you, or your household members, 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 your household members, guests and invitees, and to otherwise obey and comply with all Community Rules.

D. Utilities and Other Services. You are responsible for all maintenance and repair of the Home Site and your home, including maintenance and repair of paved parking space (if provided) and all utility lines between your house and the utility meters, with exception of the utility meters, and buried lines, hydrants and transformers in the public right of way, unless such repair is necessary due to negligence by you, your household members, guests or invitees.

E. Park Maintenance. The Cooperative agrees to maintain roads providing ingress and egress and to maintain the common areas. Common areas include, but are not limited to, streets, visitor parking areas, garbage dumpsters, mailboxes and homes and property belonging to the Cooperative that are not being rented. Common areas exclude currently rented home sites. You agree that this covenant is independent of your covenant to pay the Space Rent and you will still pay the Cooperative the Space Rent if for any reason the Cooperative fails to perform these services. These covenants must be independent, because the Cooperative must have the money from your Space Rent to pay the Cooperative's loan payments owed for the purchase of the Park and its other bills.

F. Home Site and Home Maintenance.

1) The Vida Lea Community Cooperative is responsible for:

- A. Maintenance of roads, tree trimming or removal (except trees planted on the home sites by the members), and common areas which include visitor parking areas, garbage, mailboxes and property belonging to the Vida Lea Community Cooperative.
- B. All underground utilities.
- C. The Vida Lea Community Cooperative will provide water, sewer, garbage, collection, basic cable, exterior lighting and lawn-mowing service for the common areas and the RV spaces.

2) The Member is responsible for:

- A. Complying with all requirements of the Space Lease and these rules.
- B. Paying all state and local taxes on the home.
- C. Upkeep of your space.
- D. Hooking up utilities with assistance provided by the operations manager if needed, maintaining connections, and paying utility bills.
- E. Residents are responsible for transporting trash from their homes to the trash receptacle that is provided.

F. Residents are responsible to make sure they relock the mailroom door when they open it after it is locked for the evening.

G. Residents shall be responsible for all maintenance and repair of the Home Site and your home, including maintenance of utility hookups and paved parking spaces (if provided), with the exception of any underground system, such as underground oil tanks, or water, electrical or septic systems, unless such repair is necessary due to negligence by you, your household members, guests, or invitees.

G. Insurance. All residents are liable for damages, injury, or loss incurred in their homes and on their space. All members shall purchase at their cost Homeowners Insurance to include General Liability and Property Damage in such amount specified by the Cooperative, or as required by your lender, whichever coverage is higher. You must submit proof of your insurance to the Cooperative upon signing this Lease and annually thereafter.

The Cooperative requires the following amounts of insurance:

1. Property Insurance.

The home shall be insured against "all risks" of physical loss using Insurance Services Office (ISO) Form HO 00 03 or its equivalent, for the full replacement value, and in any event in an amount that will not incur a coinsurance penalty.

2. Liability Insurance.

Each homeowner should carry Public Liability Insurance using ISO Form HO 00 03 or its equivalent, in the amount of \$100,000 per occurrence and in the aggregate.

H. Vacating the Home Site and Disposal of Personal Property. Upon the effective date of the termination of this Lease ("Termination Date"), you must vacate the Home Site and leave the Home Site in the same or better condition than it was upon taking possession of the Home Site. You must dispose of all personal property, including the home, and repair any damage to the Home Site. If you have not either sold the home or vacated the Home Site by the Termination Date, you must continue to pay the Space Rent at the non-member rate until your home is sold or removed. If you are unable to sell the home or vacate the Home Site by the Termination Date, you may apply to the Board of Directors of the Cooperative for a hardship extension. It is in the sole discretion of the Board to grant additional time. If you fail to sell or remove the home by the Termination Date, as that date may be extended by the Board of Directors, you agree that the home shall be considered abandoned and the Cooperative may dispose of it in accordance with Oregon law. You agree that you will pay the Cooperative all costs incurred by the Cooperative in disposing of your home and personal property and in making repairs to the Home Site. If you fail to remove your home and all other personal property, you agree that the home and personal property shall be considered abandoned and the Cooperative may dispose of it in accordance with Oregon law. You agree that you will pay the Cooperative all costs the Cooperative incurs in disposing of your home and personal property and in making repairs to the Home Site.

I. Abandonment of Home. In addition to the provisions of Section 6, you agree that the Cooperative can consider the Home Site and the home abandoned, if you have vacated the home for more than 30 days without prior notice to the Cooperative at the same time that the Space Rent is also unpaid.

J. No Use of Hazardous Materials. You, or your household members, guests, and invitees, shall not conduct any activity on the Home Site or in your home which requires the use of, or will produce, pollutants, contaminates, toxic or hazardous waste, or any other substances, the storage, use or disposal of

which is regulated, restricted, prohibited, or penalized by any federal state or local law, regulation, ordinance, building and health code or environmental regulation.

You will properly dispose of all rubbish, garbage, and other organic or flammable waste in a clean and sanitary manner at reasonable and regular intervals and assume all costs of extermination and fumigation for infestation caused by you.

You will not knowingly allow disposal of any hazardous substances on your Home Site or within the Park, and you agree to immediately clean up any spill of any hazardous substance you introduce and to notify the Cooperative of the circumstances surrounding such introduction and any acts taken.

You agree to indemnify the Cooperative from liability arising out of release of any hazardous substances caused by you or by breach of this Lease.

Section 7- Further Obligations and Covenants of Both of Us:

A. Your Right to Quiet Enjoyment: Subject to the terms of this Lease and the Park Documents, the Cooperative grants you the right to peaceably and quietly have hold and enjoy the Home Site during the period this Lease is in effect. The Cooperative agrees to defend title to the Park, and further warrants that, as of the date of this Lease, the Home Site may be used for the location of a manufactured home and is suitable for such purposes.

B. Condemnation: In the event of a condemnation of all or a portion of the Park by exercise of the power of eminent domain or by sale under threat of the exercise of the power of eminent domain by any government or other authority with the power of condemnation, the Cooperative will notify you promptly and you have the right to participate and represent your interests in any condemnation proceedings. If this Lease is terminated due to condemnation, all Space Rent payments must be paid up to the date of termination and you shall be released from all further liability.

If partial condemnation includes a portion of the Park in a way that substantially and adversely affects the terms of this Lease, and restoration or replacement is not feasible, this Lease will terminate upon transfer of the condemned area to the condemning authority unless you agree to relocate to another area of the Park, if a Home Site is available. In the event of relocation to another Home Site, this Lease will remain in effect and shall be deemed amended to reflect the new Home Site location.

C. Damage or Destruction: In the event the Home Site and/or your home are damaged by fire or other casualty, you must notify the Cooperative within 30 days of the casualty whether you will repair or replace the home. If you decide to repair the home, you agree to proceed with due diligence, subject to the then applicable statutes, building codes, and regulations of government authority, to repair or cause to be repaired, and such damage. Your insurance proceeds must be used to repair any damage to the Home and Home Site.

You must continue to pay the full Space Rent even if you are unable to live in the home. If you decide not to repair the home, you must remove all debris of the home from the Home Site and fully repair the Home Site within 90 days of the casualty.

D. Loan payments for the Park; Subordination of the Lease: You acknowledge that the Cooperative borrowed money to buy the Park (the "Loans") and that it is the obligation of you and all other Cooperative Members to pay their Space Rent on time so that the Cooperative can pay these Loans and comply with the terms of the loan agreements.

In addition, you acknowledge and agree that this Lease is and shall remain subordinate and subject to the Loans and to the respective lenders lien interest in the Park Property, including your Home Site, for as long as the Loans are outstanding. You understand and agree that if the Cooperative fails to make payments due on the Loans, or if the Cooperative otherwise defaults under the terms of the Loans, the lenders(s) may foreclose on the Park. If a lender does foreclose, the lender (or a successor of the lender) may choose to either (1) terminate this Lease, in which case you will be required to vacate your Home Site and remove your home from the Park within the time frame specified by the lender or the lender's successor, or (2) require You to enter into a replacement lease on terms acceptable to the lender (or successor), in which case you may choose to either execute the replacement lease, or vacate your Home Site and remove your home from the Park within the time frame specified by the lender. You agree that, if a foreclosing lender or its successor chooses to terminate this Lease and to require vacation of your Home Site and removal of your home from the Park, you shall timely and fully comply with such requirement. You further agree that, if a foreclosing lender or its successor chooses to terminate this Lease and to require you to vacate your Home Site and removal of your home from the Park, you shall timely and fully comply with such requirement. You further agree that, if a foreclosing lender or its successor chooses to require you to enter into a replacement lease, you will either fully and timely execute and deliver such replacement lease, or vacate your Home Site and remove your home from the Park within the time frame specified by the lender or successor.

In addition, in order to comply with the terms of the Loans, you agree that you will: (1) provide the Cooperative with a letter upon the Cooperative's request (or the request of a lender) stating whether or not you have any claims against the Cooperative; (2) upon the Cooperative's request (or the request of a lender) provide the lender with a letter agreeing that your lease is subordinate and subject to the Loans and agreeing to pay your Space Rent directly in the tender.

In addition, if you have obtained financing for your home, or obtain financing for your home in the future, you agree to cause your lender to subordinate any interest it may have in your Home Site and/or your rights under this Lease to the interests held by the respective lenders in your Home Site and/or your rights under this Lease pursuant to their loan documents.

Section 8 - Home Site Access:

A. Inspection. The Cooperative, its board, officers, and employees and agents, reserves the right to enter your Home Site for inspection following 72 hours' advance notice. This right to enter includes the ability to inspect under the home on the Home Site, following the advance notice, to examine electric, water, sewer and other common systems. In case of an emergency, the Cooperative reserves the right to enter the Home Site and the home, without notice, to respond to the emergency to preserve and protect the Home Site or other property in the Park. The Cooperative will give you notice within 24 hours after the entry that we have entered and the nature of the emergency.

B. Repairs. If the Board, acting on behalf of the Cooperative, determines the Home Site is not in compliance with Community Rules, the Cooperative will give you written notice of the noncompliance. If you do not cure the noncompliance within reasonable time as stated in the notice, the Cooperative has the right, but not the obligation, to make any repairs, alterations, or improvements to the Home Site that the Cooperative deems necessary to remedy the violation. In the event the Cooperative exercises such right, you will be liable for the cost of such repairs, which cost will be added to the Space Rent in monthly installments or in full, at the Cooperative's discretion.

Section 9- Limitation on Liability.

You agree that you shall bear all risk pertaining to the manufactured home and the other personal property on the Home Site. The Cooperative is not liable to, nor shall the Cooperative's insurance cover you for any loss or damage to your home or other personal property owned by you, or for any injury to you, your household members, guests, and invitees caused by the action of a third party, fire, water, theft or the elements.

The Cooperative will be liable only for damages caused solely by the gross negligence or intentional misconduct of the Board or the officers, employees or agents of the Cooperative and then only to the extent covered by our insurance. You agree to this limitation on damages because you recognize that you benefit from similar waivers given to the Cooperative by other members. You agree to hold the Cooperative (which includes you and other members) harmless against any loss, damage, liability, or any expenses incurred by the Cooperative in connection with claims for which the Cooperative has not agreed to be liable or which are in excess of our insurance limits.

Section 10- Notices:

Whenever the provisions of law or the Bylaws require notice to be given to either party, the following provisions apply: In the case of notice by mail, the time of deposit into the United States mail, first class postage prepaid, shall be deemed to be the time of the giving of such notice.

A. Notice by the Cooperative to you: Any notice by the Cooperative to you shall be deemed to have been duly given if the notice is delivered to you in person, mailed to the address of the Home Site, or mailed to your last known address, as shown on the books of the Cooperative, if different from your Home Site.

B. Notice to you by the Cooperative: Any notice by you shall be deemed to have been duly given if the notice is hand delivered or mailed to the Cooperative at the address where you pay your Space Rent or to the Cooperative's registered agent listed on the records of the Oregon Secretary of State.

Section 11- Severability:

If any clause, part of a clause or provision of this Lease shall be determined to be invalid under any law or their application by a court of competent jurisdiction, the provision will be stricken only to the extent required and such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this lease.

Section 12- Waiver:

Either party's failure to insist upon strict performance of any provision of this Lease shall not be deemed or construed as a waiver of performance of any other term of the Lease or a waiver of such provision on future occasion.

Section 13- Entire Agreement:

This Lease contains the entire agreement and understanding between the parties and the provisions may not be altered or modified except in writing signed by both parties, or through changes in the Park Documents as these are made from time to time. Oral representations, oral statements, or promises made by the Cooperative's Board of Directors, Officers, Agents, Employees, or Representatives cannot change this Lease.

Section 14- Recording:

At the cost of the requesting party, this Lease or a Memorandum of Lease may be recorded in the County Land Records at the request of either party.

Section 15- Attorney's Fees and Costs:

The prevailing party shall be entitled to reasonable attorney's fees and costs incurred in the enforcement of the terms of this Lease. The determination of who the prevailing party is, and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including a court that hears a request to compel or stay litigation or that hears any exceptions to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such court proceedings). The Cooperative shall be entitled a lien for said fees and costs in the same manner as the lien for the unpaid Space Rent.

Section 16- Time of the Essence:

Time is of the essence of this Lease and any term, covenant or condition contained herein.

Section 17- Joint and Several Liability:

All persons executing this Lease shall be individually (jointly and severally) liable to the Cooperative for failure to comply with its terms.

Section 18- No Merger:

In no event shall you acquire any ownership interest in the Home Site other than a proprietary leasehold interest.

Section 19- Beneficiaries:

All covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of you and the Cooperative and our respective representatives, successors, and to the extent permitted, assigns.

Section 20- Governing Law:

This Lease shall be governed by and construed according to the laws of the state of Oregon.

Section 21- Counterparts and Facsimile Signatures:

This Lease may be executed in several counterparts, each of which shall constitute one and the same instrument. Facsimile signatures shall be accepted as original signatures.

Section 22- Role of Lender after a Foreclosure:

If a lender forecloses on the Park, you acknowledge and agree that the lender (or a successor of the lender) will become the owner of the Park, in lieu of the Cooperative, and that the lender or successor will thereafter determine the Space Rent under section 3 of this Lease (or under any replacement Lease),

Voted on and approved 1/14/12
Amended 5/17/2022

determine reserve requirements for the Park, determine appropriate Community Rules, determine whether your Lease will be terminated or replaced, and otherwise act in all respects as the owner of the Park. You agree that in the case of a foreclosure, you shall at all times treat the lender or its successor as your lawful landlord under this Lease (or any replacement Lease). In case of a foreclosure, and until termination of this Lease or execution of a replacement Lease, all references in this Lease to the Cooperative or the Cooperative shall be deemed to refer instead to the lender or its successor.

The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in the home owned by you:

Section 24- Household Information: Your Mailing Address:

**44221 McKenzie Hwy Spc #
Leaburg, OR 97489**

In Witness Whereof, the parties have entered into this Lease effective the date first above written.

Vida-Lea Community Cooperative:

By: _____

Name: _____

Title: President, VLCC Board of Directors

Stipulation and Agreement:

By signing below, the Member affirms that he/she has read this Lease, the Community Rules, and the Articles and Bylaws of the Cooperative, has had an opportunity to review these documents with an attorney, and has had an opportunity to discuss any questions or concerns with a representative of the Cooperative. By signing below, the Member affirms that he/she accepts the rights and responsibilities under this Lease and as a Member of the Cooperative.

Member:

Signed: _____

Printed: _____

Subordination to the Lender on the Park:

By initialing below, you agree to the terms of paragraph 7. D, and agree that you understand them and have had the opportunity to review them with an attorney and have also had an opportunity to discuss any questions or concerns about them with a representative of the Cooperative.

Initial: _____