

**PROPRIETARY LEASE**  
**WILLISTON WOODS COOPERATIVE HOUSING CORPORATION**

This Proprietary Lease is entered into between **Name(s)** (hereinafter referred to as SHAREHOLDER) and Williston Woods Cooperative Housing Corporation (hereinafter referred to as CORPORATION) and is effective on the date the property is acquired by the Corporation.

WHEREAS, CORPORATION is the owner of Williston Woods Manufactured Home Community, Williston, Vermont, a housing complex designed and operated to meet the special needs of persons aged 55 and over and, therefore, age restricted as provided in section 10 of this lease and under 42 U.S.C. section 3607(b)(3) and 9 V.S.A. section 4503(b), and

WHEREAS, SHAREHOLDER is the owner of one share of CORPORATION, to which this lease is appurtenant, and which has been allocated to the lot number # for which the street address is **Street Address Road, Williston, VT 05495**

NOW THEREFORE, in consideration of SHAREHOLDER'S payment of maintenance and carrying fees and agreement to and compliance with the other provisions set forth in this Lease, CORPORATION hereby leases and conveys to Member the exclusive possessory interest in the lot (the "lot") indicated above solely for the following home (model, size and year) **Insert Model, Size, Year** ("Home" herein). Prior approval, which will not be unreasonably withheld, must be obtained by SHAREHOLDER from CORPORATION before placing a replacement home on the lot. Any replacement home will be subject to the terms of this lease and any other agreements entered into by and between the SHAREHOLDER and CORPORATION.

**1. MAINTENANCE AND CARRYING FEE AND OTHER CHARGES**

a. The maintenance and carrying fee payable by SHAREHOLDER shall be as established by the Board of Directors of CORPORATION (hereinafter called Directors). The schedule of maintenance and carrying fee and other charges presently in effect is attached hereto as Exhibit A and incorporated herein by reference. Notice of a change in the schedule shall be mailed to SHAREHOLDER and any such change shall become effective as of the date specified in said notice. Such fees shall be payable by the first of each and every month and shall be considered late if not paid by the tenth day of the month. Late payments shall be subject to the late payment penalty contained in Exhibit A.

**2. USE OF HOME AND SUBLETTING**

- a. The home shall be used for private residential purposes.
- b. This Lease permits occupancy only by SHAREHOLDER and the following additional persons (please list):
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Non-shareholder Occupants understand that occupancy of the home does not grant any legal rights to the Proprietary Lease or a share in the Corporation.

No additional occupants shall occupy the home located on the lot without the prior written consent of CORPORATION. Guests shall be permitted, provided that an individual guest's stay does not exceed fourteen (14) total days in a three-month period, unless approved in advance in writing by the Board or its designee.

c. With prior written approval from CORPORATION, SHAREHOLDER may use a minor portion of the home for an occupation which is customary in residential areas, by written request to the Corporation, which use is clearly secondary to the use of the home for living purposes and does not change the character thereof or affect the operation of the community for health, safety or aesthetic reasons. Said use must be in compliance with law, including all appropriate ordinances, rules and regulations of any appropriate governmental authority.

d. SHAREHOLDER shall not sublet the whole or any part of the lot or renew or extend any previously authorized sublease, unless written consent is given to Shareholder after a resolution approved by a majority of the Directors. Sublessees must apply for consent to occupy and shall be subject to the requirements and conditions of the Resident Selection Policy, which is attached to this Lease as Exhibit C.

As the community is operated to provide primary residences, subletting is discouraged and will be limited in duration to a maximum of one year, after which an approval of an extension of the sublease must be sought from the Corporation. Reasonable cause for granting permission to sublet shall include:

- (i) a Member's regular temporary absence each year lasting no more than six months;
- (ii) a Member's unforeseen temporary absence caused by occupational requirements, or the necessity of providing care to a loved one, lasting no more than twelve months;
- (iii) a Member's relocation to another residence, pending a sale of the home, lasting no more than twelve months, with renewals dependent on the Member's demonstration of reasonable efforts to sell the home at a reasonable price. Any subletting or assignment of the Lease, without the prior written consent of CORPORATION, will immediately terminate this Lease and subject SHAREHOLDER to eviction.

e. CORPORATION shall require any Sublessee to sign a Memorandum of Sublease acknowledging the obligations of SHAREHOLDER and Sublessee to comply with all said terms, the failure of which shall be grounds for CORPORATION to terminate the Proprietary Lease, and evict both SHAREHOLDER and Sublessee pursuant to the procedures provided for herein.

f. SHAREHOLDER remains responsible to CORPORATION throughout the term of the sublease for compliance with all the terms of this Proprietary Lease, including, but not limited to, payment of all maintenance and carrying fees, fee increases, and special assessments or charges that the Board may levy on the shareholders, notwithstanding any sublease entered into by SHAREHOLDER.

### **3. INSTALLATION AND MAINTENANCE OF HOME AND LOT**

a. All homes must be skirted with a skirting material approved by CORPORATION and remain skirted at all times. The skirting must be kept in good repair and painted as necessary. If skirting is removed for any reason and not replaced within two weeks, CORPORATION on thirty (30) days notice may replace the skirting and SHAREHOLDER will be billed for such services. Such charges are due within ten (10) days after presentment of the bill by CORPORATION to SHAREHOLDER.

b. SHAREHOLDER shall use the leased premises in a good manner, keeping the premises neat, clean, in good order and repair, and in such a manner as not to be detrimental to any other resident or to the operation of the community for health, safety or aesthetic reasons. SHAREHOLDER must keep lot clean, lawns cut, and high grass trimmed around the home. If, in the opinion of the Board, the lot is not kept in good condition, CORPORATION may clean up the lot and SHAREHOLDER will be billed for such services. Such charges are due within ten (10) days after presentment of the bill by CORPORATION to SHAREHOLDER.

c. SHAREHOLDER shall maintain the home in such a manner as not to be detrimental to any other SHAREHOLDER or to the operation of the community for health, safety, or aesthetic reasons.

d. Plumbing must be kept in good repair and plumbing leaks must be repaired immediately. All exposed water lines must be properly insulated and/or have operative heat tapes to prevent freezing from ground exit forward. The electrical outlet for said heat tape will be located such that an extension cord is not required to connect the cable to the outlet. The use of running water to prevent freeze-ups is prohibited. CORPORATION may, upon three (3) days notice, inspect plumbing to ensure compliance.

e. SHAREHOLDER recognizes the limited capacity of the septic systems and, therefore, agrees to use water frugally and to cooperate with such reasonable water conservation measures as may be deemed necessary by the CORPORATION. SHAREHOLDER further agrees to maintain water conserving low flow plumbing fixtures, including toilets, showerheads and faucets and not to remove or circumvent any such fixture. Failed low-flow

plumbing fixtures shall be promptly replaced with products of equal or better performance.

f. SHAREHOLDER will not dispose of disposable diapers, paper towels, contraceptive devices, feminine sanitary products, grease, coffee grounds and the like down the toilet or sink drains. Any sewer problems caused by these items will be billed to SHAREHOLDER and will be due in full at the next rental payment date and will be considered grounds for eviction.

g. With prior written approval of CORPORATION, screen rooms, added rooms, or sheds may be placed on SHAREHOLDER'S lot. Any such improvement or addition must then be in compliance with the local ordinances, including obtaining required permits.

h. SHAREHOLDER will not dig on the lot without prior written consent of CORPORATION. Any damage done to an underground utility by SHAREHOLDER shall be repaired at SHAREHOLDER'S expense and will be considered an additional charge. Such charge is due within ten (10) days after presentment of the bill by CORPORATION to SHAREHOLDER.

i. SHAREHOLDER shall not install or use uncontrolled electric resistance heat in the home.

#### **4. GOODS AND SERVICES**

a. SHAREHOLDER shall not be restricted in his or her choice of vendors from whom he/she may purchase goods and services. This section shall not be construed to prohibit CORPORATION from contracting with SHAREHOLDER for the sale, supply or distribution of goods and services, but such contract shall not be required as a condition of entrance to the community.

b. CORPORATION may set standards for materials to be used or services to be performed by vendors, where such standards are necessary to protect the health, safety, or welfare of SHAREHOLDER or other persons in the community or are necessary to preserve or improve the physical appearance of the community. Vendors employed by SHAREHOLDER must observe the provisions of this lease agreement.

#### **5. RESPONSIBILITIES OF SHAREHOLDER**

a. SHAREHOLDER will be required to respect the privacy and lot lines of other LESSEES' lots. SHAREHOLDER, household members and invitees will not conduct themselves in a manner which unreasonably disturbs other residents and shall refrain from illegal activities. SHAREHOLDER shall be responsible for the activities and behavior of persons residing with SHAREHOLDER and invitees of SHAREHOLDER. Specifically, each shareholder is entitled to complete use of his or her own house and common areas. This use must not unnecessarily or unreasonably conflict with the rights of other residents which includes appropriate language and behaviors.

- Using inappropriate, disrespectful, intentionally offensive, harassing, bullying, or threatening behaviors or language against any other resident, family member, neighbor, visitor, vendor, or staff person will not be tolerated. Behaviors that interfere with the management of the property will also not be tolerated. Engaging in this kind of behavior may be considered a lease violation and could be the basis of an eviction. Determination of inappropriate, disrespectful, intentionally offensive, harassing, bullying, or threatening language and behaviors is at the sole discretion of the WWCHC Board and does not require a criminal or civil charge (though in severe cases, WWCHC reserves the right to file criminal and/or civil charges.)
- Abusive or violent behavior toward WWCHC Board or its members includes, but is not limited to, verbal as well as physical abuse or violence, use of racial epithets, or other harsh, threatening or discriminatory language, whether written or oral through any and all means/forms of communication, including electronic, postal mail or telephone, that is customarily used to intimidate may be considered abusive, threatening or violent behavior.
- Threatening refers to oral or written threats or physical gestures that communicate intent to abuse, harm or commit violence.
- Harassing behavior refers to the act of repeatedly disturbing, alarming, or threatening someone, to the extent that such conduct either causes harm or results in the person complaining of harassment to

reasonably fear that harm may be caused to them. Harassing behavior may also include the electronic dissemination to third parties of embarrassing or inaccurate information about staff/agents. It also includes using the legal system to harass the WWCHC Board (litigation abuse) by continuously filing retaliatory and frivolous complaints with outside, third party governmental entities whether criminal or civil in nature against the WWCHC Board or its members.

- b. SHAREHOLDER shall be responsible for all repairs and maintenance to the home, the slab, the foundation, grounds, driveway, the garage, the shed, and any other improvements to the lot.
- c. SHAREHOLDER shall be responsible for the expense of maintaining and repairing all utility services from the first connection above ground, including the connection itself and including any devices to prevent freeze-ups. All such work shall be done by licensed or qualified personnel, approved by the CORPORATION.
- d. SHAREHOLDER shall be responsible for the extermination in or under the home of any infestations of insects, rodents, vermin or other pests inherently dangerous or obnoxious to the health of other residents. Upon failure of SHAREHOLDER to remove an infestation, CORPORATION shall have the right to enter upon the premises, at reasonable times given the circumstances, to exterminate any type of infestation which in CORPORATION'S determination is a threat to the health and welfare of SHAREHOLDER and other residents of the community. SHAREHOLDER will be billed for extermination. Such charges are due within ten (10) days after presentment of the bill by CORPORATION to SHAREHOLDER.
- e. SHAREHOLDER shall be responsible for repair and maintenance of the lot, including but not limited to the lawn, driveway, and trees. SHAREHOLDER shall also be responsible for snow removal from driveway and parking areas.
- f. SHAREHOLDER shall be responsible for all utility charges, including installation, except septic disposal.
- g. If SHAREHOLDER chooses to assume responsibility for trash removal, SHAREHOLDER shall be responsible for removal of trash from the property on a timely basis in accordance with the Rules of Occupancy.
- h. At the termination of the lease, the SHAREHOLDER will quit, and surrender said premises in as good a state of condition as they were at the commencement of the lease, reasonable use and wear thereof and damage by the elements excepted.
- i. SHAREHOLDER shall pay all property taxes assessed on the home and other structures on the Lot by any governmental entity including any taxes if any, imposed by the Town of Williston for the Lot's share of the common areas of the CORPORATION
- j. SHAREHOLDER shall carry homeowners' insurance or personal liability insurance of at least \$300,000. SHAREHOLDER shall have proof of such insurance filed with the CORPORATION OFFICE with a requirement that CORPORATION shall be notified if there is a threat of coverage being cancelled. CORPORATION reserves the right to pay any premium in default and will recover said premium plus interest in the manner described in Sec. 11.a of the Proprietary Lease.

## **6. RESPONSIBILITIES OF CORPORATION**

- a. CORPORATION will provide and maintain underground utility services to the lot to the first above-ground connection, but not including the connection itself.
- b. CORPORATION will provide septic disposal.
- c. CORPORATION will maintain community roads, including snow removal.
- d. CORPORATION will maintain the community building and common areas.
- e. CORPORATION will provide trash removal services for those residents who choose to have said service and agree to pay the maintenance and carrying fee which includes trash removal.

f. CORPORATION shall not enter a home in the community without SHAREHOLDER'S consent, except where CORPORATION has a reasonable belief there is imminent danger to any person, or to a home, or surrounding property. CORPORATION shall have the right to enter a lot, at reasonable times, on which a home is situated for the purposes of maintenance, necessary repairs and improvements, and lot inspections.

g. CORPORATION will not discriminate for reasons of race, creed, color, sexual orientation, national origin, marital status, handicap or because a person is recipient of public assistance. CORPORATION will not discriminate based on age, sexual orientation, or familial status, except for the restrictions permitted by law for a community designed and intended for persons age 55 or over.

h. Upon request and reasonable notice to SHAREHOLDER, CORPORATION may enter the home and lot for purposes of inspecting the residential fuel tank. SHAREHOLDER shall be required to take any remedial action requested by the Board of Directors concerning a fuel tank. CORPORATION is not obligated to inspect fuel tanks and is not liable for any damage or loss incurred as a result of a faulty fuel tank even if such tank had been inspected by CORPORATION.

i. CORPORATION will provide, and SHAREHOLDER agrees to pay for, basic cable service for a monthly carrying fee as established by CORPORATION'S contract with its cable service provider. This obligation shall continue as long as the CORPORATION is able to negotiate favorable rates for basic cable service with a cable service provider. This provision shall not apply to those SHAREHOLDER'S grand fathered and exempted as of August 1, 2000. SHAREHOLDER shall arrange separately, and be billed by the cable service provider, for any premium service above the basic cable service provided through this subparagraph.

## **7. SALE OF HOMES**

a. SHAREHOLDER shall fully disclose to any realtor and any prospective purchaser that the property is owned by a cooperative housing corporation, and that purchase of a share membership in the cooperative and residency in the home are conditions of approval by the CORPORATION. SHAREHOLDER shall also observe the Corporation's age restrictions in the advertising and sale of the home.

b. Prior to listing or advertising for sale a home, SHAREHOLDER shall complete and provide to CORPORATION an "Intent to Sell" Form which is available from CORPORATION.

c. If SHAREHOLDER desires to sell the home without assistance, SHAREHOLDER shall do so in conformance with local ordinances and Vermont Statutes.

d. Prior to selling home, SHAREHOLDER shall notify CORPORATION by Intent to Sell Notice. Prior to closing, SHAREHOLDER must obtain from CORPORATION, consent for transfer of Ownership. Consent will be granted, provided that SHAREHOLDER and purchaser have complied with the following:

(i.) At least one member of the purchaser's household is age fifty-five (55) or older and no minor children under the age of 18 residing at that residence.

(ii.) Purchaser intends to occupy the home as primary residence. Primary residence means that the purchaser will occupy the home for no less than six months per year.

(iii.) Purchaser has applied and been accepted as a Member of Williston Woods Cooperative Housing Corporation and has executed all documents related thereto. Buyer's application shall be subject to verification of credit references and credit history, sufficient to assure the expectation that rents, loans, and fees will be paid; and shall be further subject to verification of references with respect to past compliance with reasonable rules related to the leasing of residential dwellings or lots. The Resident Selection Policy is more fully described in Exhibit C, which is attached and incorporated into this Lease.

(iv.) The condition of the lot, the home, and other structures or improvements on the lot are in compliance with the terms of the lease and rules of occupancy and regulations.

(v.) All maintenance and carrying fees, as well as any other monies due under the terms of this lease, have been paid in full.

(vi.) All property taxes due on the home or other structures on the lot have been paid in full.

## **8. CHANGES IN TERMS AND CONDITIONS OF PROPRIETARY LEASE**

Each Proprietary Lease shall be in the form of this Lease. The form and provisions of the Proprietary Lease then in effect and thereafter to be executed may be amended or modified by the approval of two-thirds of the Directors, which approval shall be communicated in writing to all SHAREHOLDERS, and such changes shall be binding on all SHAREHOLDERS.

## **9. TERMINATION OF THIS LEASE - POSSESSORY REMEDY IN THE EVENT OF DEFAULT**

a. The CORPORATION'S possessory remedy in event of default of SHAREHOLDER affecting that person's right to occupancy shall be in an action under subchapter 3 of chapter 169 of Title 12, V.S.A. Good cause shall be required for the termination of the right of occupancy. Good cause shall include nonpayment of loans, fees, taxes, costs, or assessments pertaining to the cooperative interest, or material violation of the Bylaws, the Rules of Occupancy, or this Proprietary Lease which continues following notice by certified or registered mail:

(i) that an eviction proceeding may be commenced if the SHAREHOLDER does not pay overdue rent, loans, fees, taxes or costs or assessments pertaining to the cooperative interest within 20 days from the date of the mailing of the notice;

(ii) that an eviction proceeding may be commenced within 30 days from the date of the mailing of the notice unless the SHAREHOLDER cures a specified material violation of the Bylaws, the Rules of Occupancy or the Proprietary Lease.

(iii) Provided, however:

(a) that a substantial violation of the Bylaws, Rules of Occupancy and its policies or the Proprietary Lease, an additional nonpayment of rent occurring within six months of the giving of a prior notice may result in immediate eviction proceedings;

(b) that a substantial violation of the lease terms, other than an uncured nonpayment of rent, loans, fees, taxes, or costs or assessment pertaining to the cooperative interest, will be insufficient to support a judgment of eviction unless the proceeding is commenced within 60 days of the last violation; and

(c) that a SHAREHOLDER shall not be evicted when there is proof that the terms, he or she is accused of violating are not enforced with respect to the other Members or Non-Member Lessees.

(d) that the CORPORATION shall be entitled to peaceably reenter and take possession of the lot without bringing an action for eviction, provided that the SHAREHOLDER quits and surrenders the lot in accordance with any notice provided herein.

(iv) It shall also be an act of default affecting the SHAREHOLDER'S right to occupancy if any obligation of the SHAREHOLDER to CORPORATION shall be impaired by a petition for or placement of the SHAREHOLDER in bankruptcy, a general assignment for the benefit of the SHAREHOLDER'S creditors, the appointment of a receiver of all the SHAREHOLDER'S property, or a levy by a creditor upon the SHAREHOLDER'S share to which the Proprietary Lease is appurtenant.

b. SHAREHOLDER may terminate this lease by giving CORPORATION at least thirty (30) days notice in writing of SHAREHOLDER'S intention to terminate the lease and vacate the premises. On or before the date specified in the notice, Shareholder shall:

(i) Deposit with CORPORATION, SHAREHOLDER'S copy of this lease with a written assignment in a form required by CORPORATION, free from all subleases, tenancies, liens, encumbrances and other charges whatsoever;

(ii.) Deliver to CORPORATION, SHAREHOLDER'S share certificate endorsed for transfer; and

(iii.) Satisfy all his or her obligations and pay all amounts due under this lease up to the specified date.

c. This lease may be terminated at any time by the mutual consent of the parties. Such consent must be in writing and signed by all parties.

## **10. RESTRICTIONS**

a. In accordance with CORPORATION'S policy of maintaining affordable housing for low and moderate income persons and households, and in accordance with CORPORATION'S obligations under the Vermont Cooperative Housing Ownership Act, SHAREHOLDER understands and agrees that there are restrictions on transferring shares to which this lease is appurtenant and the resale price of such shares. SHAREHOLDER acknowledges that he/she has read the Articles of Association and Bylaws which set forth these restrictions, which are also noted on the face of the share certificate.

b. Under the terms of the Vermont and Federal Fair Housing Acts, and the regulations adopted under the Federal Act by the U.S. Department of Housing and Urban Development, the CORPORATION has designated Williston Woods as age "55 and Over Housing" and provides to the residents significant facilities and services specifically designed to meeting the physical and social needs of older persons. CORPORATION reserves the right to establish policies necessary to ensure that the Community retains eligibility for this designation. SHAREHOLDER is hereby notified that Owners' designation of Williston Woods Manufactured Home Community as "55 and Over Housing" may affect SHAREHOLDER'S ability to sell or sublet SHAREHOLDER'S home.

c. The property is subject to the terms and conditions of Land Use Permit #4CO545, as amended. SHAREHOLDER agrees to abide by the terms and conditions of said permit, which is available for review at the offices of the Corporation.

## **11. FURTHER CONDITIONS AND AGREEMENTS**

a. As a condition of this lease, SHAREHOLDER agrees that CORPORATION shall have a lien and security interest on SHAREHOLDER'S home sufficient to satisfy any pending indebtedness to CORPORATION as of the date of any proposed sale or removal of said home, upon abandonment of the home, or as a result of legal action taken for nonpayment of rent or substantial violation of lease terms.

b. If the lot or the home located on said lot shall become abandoned during the term of this lease, CORPORATION may peaceably reenter the same, without necessity of legal process and without being liable for any prosecution therefore and, at CORPORATION'S option either remove said home or re-let said premises as the agent of SHAREHOLDER and receive the rent thereof, applying the same first to the payment of such expenses as CORPORATION will be put to in reentering, and then to the payment of the rent due by these presents; and the balance, if any, to be paid over to said SHAREHOLDER, who shall remain liable for any deficiency. A home is considered abandoned if: (1) there are circumstances which would lead a reasonable person to believe that the dwelling unit is no longer occupied as a full time residence; (2) rent is not current; and (3) the CORPORATION has made reasonable efforts to ascertain the SHAREHOLDER'S intentions.

c. SHAREHOLDER shall pay and indemnify CORPORATION against all legal costs and charges, including counsel fees reasonably incurred, in obtaining possession of the leased premises after a default or termination of the lease, or enforcing any covenant of SHAREHOLDER herein contained, including any unpaid rent or other charges.

d. If any provision of this Lease is held invalid, the invalidity thereof shall not affect other provisions of this Lease which can be given effect without the invalid provision.

e. Any forbearance by CORPORATION in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

f. This lease contains the entire agreement and understanding between the parties. There are no oral

understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this lease. All prior understandings, terms or conditions are deemed merged in this lease. This lease cannot be changed or supplemented orally. In the event that more than one person shall be or become SHAREHOLDER hereunder, then the obligations of SHAREHOLDER hereunder shall be deemed to be the joint and several obligations of each such person.

g. SHAREHOLDER acknowledges receipt of the Rules of Occupancy and Resident Selection Policy, attached to this Agreement as Exhibits B and C, and agrees to abide by them as conditions of this lease.

**12. NOTICE**

Any notice required to be given to any party hereto shall be sufficient if mailed and addressed as follows:

TO CORPORATION: Williston Woods Cooperative Housing Corporation  
126 Williston Woods Road  
Williston, Vermont 05495

TO SHAREHOLDER: **Name**  
**Address**  
**Williston, VT 05495**

The name and address of Owner is:

Williston Woods Cooperative Housing Corporation  
126 Williston Woods Road  
Williston, Vermont 05495  
(802) 859-8871

IN WITNESS WHEREOF parties have executed this lease.

Dated: \_\_\_\_\_

WILLISTON WOODS COOPERATIVE HOUSING CORPORATION

By: \_\_\_\_\_  
Duly Authorized Agent

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder



**LEASE EXHIBIT A**

**WILLISTON WOODS SCHEDULE OF MAINTENANCE AND CARRYING FEE, RENT AND OTHER CHARGES**

MONTHLY MAINTENANCE AND CARRYING FEE INCLUDLING CABLE AND TRASH REMOVAL\* as of 10/01/2019 **\$310.50**

MONTHLY MAINTENANCE AND CARRYING FEE INCLUDING CABLE EXCLUDING TRASH REMOVAL as of 10/01/2019 **\$294.00**

**Fees are payable by the first of every month and shall be considered late if not paid by the tenth of the month.**

LATE MAINTENANCE & CARRYING FEE: \$25 (payable to WWCHC), plus interest on the unpaid balance at an annual rate of 18%, after 30 days. After 90 days collection action may be taken.

RETURNED CHECK CHARGE: All fees charged by CORPORATION's bank will be charged back to Shareholder.

EXCESS TRASH FEES: Shareholder is responsible for excess fees charged by trash removal vendor.

OTHER COSTS FOR SERVICES: Any costs charged to WWCHC incurred by Shareholder.

Any changes and notices to leaseholders will be implemented in accordance with the terms of the Lease and with the requirements, if any, of 10 V.S.A. Section 6236.

**\*Trash containers must not be put out until the morning of collection and brought in on the same day. Additionally, trash containers must be stored in a shed or garage.**

## **LEASE EXHIBIT B**

### **RULES OF OCCUPANCY**

Some of the following policies and rules at Williston Woods supplement the terms and conditions of the lease. Policies and rules can and will evolve and change over time. Please refer to all legal documents governing the WWCHC for more detailed information. The point in having these policies and rules is to support the consensus of the WWCHC shareholders.

#### **1. Maintenance and Carrying Fee:**

Cooperative housing, such as Williston Woods, operates on a monthly Maintenance and Carrying Fee paid by shareholders. This fee is not for lot rent; it is used to pay for services such as the management fee, utilities, all maintenance work done on the common grounds and roads, and the payment of WWCHC mortgage. No profit is made from these charges. Late payment of one's Maintenance and Carrying Fee results in a shortfall of necessary operating funds and impairs the financial health of the WWCHC.

- Shareholders are encouraged to set up an Electronic Transfer from their bank for these fees. Please contact the Administrative Assistant for details.
- Maintenance and Carrying Fee may be paid by check or money order payable to "WWCHC," delivered to WWCHC, 126 Williston Woods Road, Williston, VT 05495. We do not accept cash or credit card payments.
- The Maintenance and Carrying Fee is due on or before the first of the month. Payments are considered late after the tenth of the month. A late fee penalty of \$25 will be imposed after the tenth, plus interest on the unpaid balance at an annual rate of 18% after 30 days. After 90 days collection action may be taken.
- Insufficient fund charges assessed the WWCHC for returned checks will be passed on to the shareholder.
- The Board has the authority to terminate a shareholder's lease when warnings regarding repeated late or non-payment of fees have been ignored since this constitutes a violation of the Proprietary Lease for which eviction may result.

#### **2. Guests:**

A guest is any non-shareholder staying with a WWCHC resident. Guest(s) and/or live-in attendant(s) are expected to abide by the same policies and rules of conduct as WWCHC residents.

- A host shareholder is responsible for the behavior of any guests and their pets and will be held accountable for any policy violations committed by the guest.
- The Board believes it is inadvisable to have anyone staying overnight at your house while you are away from home. Under the terms of the lease, the shareholder is responsible for the behavior of guest(s) whether or not you are home. If you know in advance that a guest will be staying at your home while you are away, please let the Administrative Assistant know who they are and how long they plan to stay. Note that only persons age 18 and older may stay while shareholders are away.
- Guest shall be permitted, provided that an individual guest's stay does not exceed 14 total days in a three-month period unless approved in advance in writing by the Board.
- The Board understands that extraordinary situations, such as the death of a shareholder, illness, or hospitalization may call for the use of a shareholder's home by family members on an emergency

basis. In such cases, the family should notify the Administrative Assistant or a member of the board that they are at the house and coordinate their stay with the Administrative Assistant or Board member. Under these special circumstances, these considerations will be given.

- Pet caretakers are not considered guests, unless they stay overnight.

### **3. Trash & Recycling:**

The WWCHC contracts for trash removal services for shareholders for a monthly fee. Shareholders using this service must commit to paying for the entire WWCHC fiscal year. Trash removal is restricted to contracted service provided by WWCHC.

- All trash must be tightly bagged in plastic and should be put in a covered trash container when put out for collection.
- Trash and recycling containers must NOT be put out until the designated morning of collection and brought in on the same day in order to preserve the aesthetic quality of our community. Containers must be stored in shed or garage.
- Only grass clippings, leaves, and small plants and branches (no larger than 3" diameter) can be disposed of at the on-site area behind the Meadow Bend septic field. Larger logs and branches (large than 3" diameter) may be disposed of at the bottom of Stone Hill Road, off the right side before the septic field. Bagged leaves must be emptied at on-site area or removed to the Chittenden Solid Waste District site.
- Recycling bins are recommended and can be procured from Chittenden Solid Waste District. Recycling will be collected along with trash on scheduled collection days.
- Container composting is encouraged. Household composting will be mandated by the State of Vermont.
- Trash burning and open fires of any kind are prohibited. Town Burning Ordinances apply.
- Garbage disposals are not permitted.

### **4. Vehicles and Parking:**

All vehicles (including RVs, cars, boats, trailers, etc.) on WWCHC property must be properly registered and insured.

- Overnight street parking is not permitted under any circumstance. Alternative overnight spaces are available in the Activity Center lot.
- Vehicles belonging to residents and guests must not be parked on the street, with the exception that temporary daytime parking is allowed if the parked vehicles do not block driveways, obstruct another driver's view of the road and traffic, or hinder snowplowing.
- Recreational vehicles, including trailers and boats, may be parked in driveways for 48 hours before and 24 hours after a trip. Such vehicles must not be parked in the driveway at any other time, except when snow prevents returning them to their assigned space.
- In the event an RV cannot be removed from a driveway in the allotted time, the Administrative Assistant must be notified immediately.

- The WWCHC has limited designated spaces for long-term RV, boat and trailer parking on common land. The WWCHC assigns spaces when available. Applications may be obtained at the office and must be submitted on a yearly basis. Proof of state registration and insurance must be included with the application and updated yearly. Failure to provide proof of registration and insurance may result in removal of the vehicle from WWCHC property at the owner's expense.
- Extensive motor vehicle, boat or trailer repair is not permitted on the grounds.
- Snowmobiles, trail bikes, all-terrain vehicles, other similar recreational vehicles, of any kind may not be operated on the property.

## 5. Buildings:

All maintenance staff contracted by the Board are responsible to management and the Board only and will not honor instructions from residents at any time. All questions on community property maintenance should be directed to the Administrative Assistant.

Shareholders should carefully review all restrictions under this heading before considering or undertaking construction or major changes. Fifteen percent of each lot must remain open without any permanent structures.

- Additions to porches, patios, breezeways, walkways, new roofs, storage sheds, garages and other building alterations, require review and approval by the Board. The Board will consider only completed Building Alteration Requests. Some major changes also require Town Building Permits. A Town building permit will not be granted without initial approval from the WWCHC Board.
- No awnings, permanent or retractable, are permitted on a shareholder's residence or shed.
- All homes are to be skirted with a solid foundation skirting material approved by the Board.

### Building Specifications:

- House expansion: Reviewed on an individual basis, subject to all these limitations:
  - 25 ft. from the center of roadway
  - 10 ft. from assigned lot lines
- Garages:
  - Town building permits required. 1, 1 ½ or 2 car size. Siding to match house siding, in type and color; roofing to match house roofing. (See Roofs, below.) No carports are allowed.
- Driveways:
  - Must not exceed width required for parking two cars side by side.
- Decks, Porches, Breezeways:
  - Town building permits required. Pressure-treated or equivalent lumber required; color to be natural (as with pressure-treated lumber), or to match house. Lattice work under porch and deck allowed. Sided and trimmed porches must match house in material and color.
- Ramps:
  - "Permanent" ramps (*i.e.* those set into the ground, or otherwise classifiable as a "site improvement") require a town building permit. "Temporary" ramps are those expected to be used

for a brief period. All ramps must comply with state and federal ADA requirements and may remain in place if they are maintained.

- Use of Common Land:
  - Common land may not be used by any shareholder to construct a deck or addition to the home; erect a garage or storage shed; or for any other structures/improvements permitted under the lease. Prior improvements/additions that have encroached on common land, either totally or partially, do not justify further encroachment. Flagrant disregard of this provision is subject to a fine. The Board further reserves the right to order the removal of any improvements/additions that violate this rule.
- Sheds:
  - Must be set on a durable foundation. Color to match house and trim and/or natural wood. No metal sheds are permitted.
  - Shed size not to exceed 10X10.
- Roofs:
  - Roofs are to have standard asphalt shingles or be made of a material with a design similar in style and color to asphalt shingles: e.g. architectural shingles. Shingles on all building additions must match house shingles in color and type.
- Air Conditioners:
  - Shareholders are encouraged to maintain their air conditioners so that their sound and appearance are not a nuisance to neighbors. Annual care of the units, along with plantings which screen them and their sound from neighbors, is helpful.
- Chimneys:
  - Town building permit required. Chimneys that extend through the wall and up the outside of the house are not allowed.
- Antennas and wires:
  - Satellite TV dishes less than 24" diameter may be installed on sides or back of house. All other external TV and radio antennae are prohibited. Subscription to a satellite service does not exempt a resident from the WWCHC group contract for Cable TV, if such contract is in place.
- Painting:
  - Colors of new and original structures on a lot must be harmonious. Any changes of hue not within the existing range must be approved by the Board.
- Crawl Space:
  - Shareholders are encouraged to check the crawl space beneath the home in the fall annually to be sure it is ready for winter, that is, insulation is intact, no leaks, no access to the area for wild animals, heat tapes are plugged in, etc.

## 6. Grounds:

All maintenance staff contracted by the Board are responsible to management and the Board only and will not honor instructions from residents at any time. All questions on community property maintenance should be directed to the Administrative Assistant.

- Shareholder is responsible for the maintenance and repair to water, electrical and utility services and piping from the first above ground connection under the home including the connection itself.
- Shareholders should check culverts running along the property to be sure they are free of leaves and debris.
- Shareholder is expected to maintain lawns and landscaping regularly. This includes making prior arrangements for maintenance when a household is away or not in residence. The WWCHC reserves the right to order work done and bill the shareholder for lawn maintenance or snow removal should lots become a nuisance, an eyesore, or access be made difficult for utility or contracted services.
- All storage containers of any kind must be kept in the garage or shed.
- Shareholder is responsible for the removal of snow from their walkways, driveways, and roofs. Vehicles must not be left along the side of the road during snow-plowing season.
- Williston Woods arranges for snow removal on common roads, the emergency access road and the Activity Center parking lot.
- Trees: Diseased or damaged trees, and trees that may cause damage to property will be removed at WWCHC expense if they are on "common land" and at owners' expense if within their lot lines. Permission is required for all tree removals.
- Landscaping must not interfere with neighbors' views or adversely affect adjoining property. Alterations around foundations do not need approval. Raised garden beds are allowed but must be cleaned seasonally.
- Fences or hedges serving as lot dividers are not permitted. The fencing of a vegetable garden is permitted only during the growing season. Gardens must be cleaned of debris at end of season and fences removed.
- Flagpoles: 18 feet height limit.
- No wood burning fires or wood burning fire pits are permitted.
- Clotheslines: Standard umbrella type may be installed without permission. Re-tractable lines may be used but must be retracted when not in use. Placement should be in an area least visible to neighbors and roadways.
- Swimming pools: Not permitted.
- Hot Tubs are only permitted in screened areas along the back or side of a house. A Buildings and Grounds Request must be submitted and approved before installation of a Hot Tub.

- Seasonal decorations are to be removed in a timely manner.
- The shareholder is responsible for all repairs and maintenance to the home, the slab, the foundation, grounds, driveway, the garage, the shed(s) and any other improvements to the lot.

### **7. Retaining Walls:**

- Where a retaining wall faces a named road, protects a property from common land, protects a utility installation, separates two or more properties, or is entirely on common land, its maintenance and/or replacement shall be the responsibility of the WWCHC.
- Where a retaining wall borders a driveway, provides a protective barrier for a building on a Shareholder's lot, or is part of that property's landscaping enhancement, its maintenance and/or replacement shall be the responsibility of the WWCHC member.
- All materials used by WWCHC Shareholders for retaining wall replacement shall be approved by the Board. Materials include pressure treated lumber and such concrete architectural blocks as smoky onyx, black mountain blend, natural beige and plain.

### **8. Noise:**

WWCHC shareholders are expected to keep noise at a reasonable, respectful level. This includes music, parties, barking/howling dogs, loud lawn care equipment, shop equipment, etc.

The use of lawn mowers and other loud equipment is limited to the hours between 8 AM and 8 PM, except on Sundays when power equipment must not be used before 9 AM. Snow blowers are exceptions and may be used when necessary.

### **9. Pet Ownership Policy:**

- Williston Woods Cooperative Housing Cooperative (WWCHC) accepts the Town of Williston Pet Control ordinance as binding on Cooperative pet owners since it is the law within our town (a copy of Town policy is available in the WWCHC Office.) It has, therefore, been incorporated by reference as part of Exhibit D of the Proprietary Lease. The WWCHC pet ownership policy covers any of the common household pets authorized by the Board of Directors. The Town of Williston's policy can be located on-line at: <https://www.town.williston.vt.us>
- Up to two pets are permitted in a shareholder's home. If you are unsure if a pet is allowed, you should contact the Board. Pets are considered part of the household and hence, their owner(s) must ensure that they abide by Cooperative rules and regulations. Shareholder(s) are responsible for the behavior of any pets visiting or staying temporarily in their homes. Unless specifically protected by applicable state federal laws, service animals fall under the same rules and regulations that apply to pet ownership in the Cooperative.
- Rules for Pet Owners: All animals must be properly vaccinated, registered, and licensed according to Town ordinances. Williston Woods requires that all dogs and cats be spayed or neutered. When outside, all pets must be leashed, and pet must be within eyesight of the owner. Any leash used to tie a pet outside must be short enough to ensure pet always stays well within its owner's lot. Shareholders must clean up after their pets. Do not allow pets to urinate or defecate on another shareholder's lot. The following is not permitted: doghouse, invisible fence or dog pen.
- Pet Ownership Form: This form must be received by the Administrative Assistant on a yearly basis along with a vet record of vaccination and town license if required.

## **10. Firearms:**

All firearms in the possession of WWCHC shareholders must be in accord with state and local laws. The discharge of firearms and their unwarranted display are forbidden. Williston Woods's property is posted against hunting.

## **11. Activity Center:**

The 5,000 square foot facility is for the use and enjoyment of WWCHC. Individuals may reserve the use of the Activity Center for a moderate charge by submitting the appropriate form to the Activity Committee for approval well ahead of the scheduled event.

The Activity Center's hours are posted on the main bulletin board. All areas, including the kitchen, library, sunroom, offices, game room, and meeting/dining area may be used, subject to the following guidelines:

- Respect the facility and all those using it.
- Leave the space you use clean and straightened.
- All guests must be accompanied by a shareholder of the WWCHC.
- The thermostat is only changed by those designated by the Board.
- Furniture, kitchenware, equipment, or other furnishings may not be removed from the building.
- No animals are permitted in the Activity Center except service animals.
- If planning to serve alcohol, you must obtain a Town of Williston Local Catering Permit Application and VT Department of Liquor Control Permit
- Smoking is not permitted in the Activity Center or on its grounds; including shuffleboard area, garage, parking lot or porch.

These Activity Center rules are posted in a prominent place and as a permanent fixture in the Activity Center.

## **12. Sale of Home:**

Prior to listing or advertising the sale of a home at Williston Woods, shareholder must complete and return to the WWCHC Administrative Assistant an "Intent to Sell" form.

- Known violations of the Rules of Occupancy regarding the property or its lot will need to be corrected before a new share can be issued.
- Any outstanding fees, charges or unpaid assessments will result in a Shareholder's account to be considered in arrears and subject to a collection process.
- It is the responsibility of an outgoing shareholder to notify any prospective buyer that Williston Woods is a Cooperative and has a Selection Criteria Policy (Lease Exhibit C) that must be met in order to become a shareholder.

## **13. Signs:**

The only signs allowed on shareholder property are:

- Property for sale, moving sale and estate sale.
- Contractor signs only during the period of actual work.



#### **14. Speed Limit:**

The speed limit on all paved Williston Woods Roads is 15 miles per hour.

#### **15. Soliciting and Sales:**

No soliciting is allowed at Williston Woods. SHAREHOLDERS should remind all uninvited solicitors and vendors of this ordinance. Please report any violation of this rule to the Administrative Assistant.

#### **16. Violations of Rules and Regulations:**

- The Board has the right to fine any shareholder who violates WWCHC rules and regulations. When a violation of the rules is made known to the Administrative Assistant, via a written and signed statement, a letter will be sent notifying the responsible shareholder of the specific violation(s); citing the portion(s) of the lease, by-laws, and residents' handbook that covers the violation(s); and advising that fines will be imposed if violations have not been corrected within ten days of the date of notification. The complainant identity will be kept confidential.
- If shareholder continues in violation of the rules past the ten (10) day period, a \$25 fine will be imposed on shareholder and continue to be charged monthly until the violation has been corrected. These fines are payable in full to WWCHC within 15 days of notification. If shareholder continues in violation of the rules past the ten (10) day period, a \$25 fine will be imposed on shareholder and continue to be charged monthly until the violation has been corrected. These fines are payable in full to WWCHC within 15 days of notification. Should delinquent fines reach a maximum of \$250, WWCHC will place the shareholder's account in collections with the cost of all related fees added to the Shareholder's indebtedness. If shareholder complies with the rule in question during the period that the fines are growing to \$250, any accrued amount is still due and owing.
- Shareholder may request a hearing before the Board to dispute the alleged violation and/or any fines incurred as a result of failure or refusal to correct the violation. To be timely, the hearing request must be received in the WWCHC office within five (5) days of the notification of violation or the imposition of fines. The hearing will be held at the next regular business meeting of the Board, or another time to be determined by the Board. At the Board's discretion, shareholder may receive a decision at the hearing or by letter from the Board within ten (10) days of the hearing.
- As provided for in the Proprietary Lease, the Board has the authority to decide whether a violation is a threat to the physical health and safety of WWCHC residents and contact an outside party to correct the violation. In that case, the shareholder will be billed for the remedial action required to end the violation.
- List of violations subject to fine:
  - Failure or refusal to file a Temporary Stay form prior to a guest's arrival, or when specifically requested to do so by the Administrative Assistant or the Board.
  - Failure to file a Building Alteration Request.
  - Removal of trees without prior approval.
  - Failure to file dog registration and dog and cat record of inoculation.
  - Failure or refusal to spay or neuter a dog or cat (unless exempted by ADA regulations.)
  - Failure to stoop and scoop after pets.
  - Failure to leash pets or leaving them outside unattended.

- Permitting dogs to bark or howl that disturb neighbors.
- Failure to show proof of homeowner's insurance.
- Exceeding the RV driveway parking limits.
- Parking unregistered motor vehicles in driveways.
- Parking utility trailers in yards for extended periods.
- Failure to show annual proof of ownership, registration, insurance for trailers, RVs and boats parked in designated areas.
- Installation of or refusal to remove inappropriate/offensive signs.
- Any additional offense that is deemed a violation of WWCHC rules and regulations may be subject to a fine at the Board's discretion.

## **LEASE EXHIBIT C**

### **WILLISTON WOODS RESIDENT SELECTION POLICY**

Williston Woods Cooperative Housing Corporation selects residents for its community in full compliance with federal and state laws and regulations governing nondiscrimination and housing.

In order to be approved as a shareholder in Williston Woods Cooperative Housing Corporation and to be approved as a resident in the community, an applicant must meet the following criteria:

- a. At least one member of the household intending to occupy the home must be 55 years of age or older and with no minor children.
- b. The applicant must be willing and able to purchase a share in the Cooperative Housing Corporation.
- c. The applicant must have an ability and willingness to pay the lot rent and any other payments required of cooperative members on a timely basis.
- d. The applicant and household members must have an ability and willingness to abide by the terms of the lease and the park rules and regulations.

### **RESIDENT SELECTION PROCEDURE**

The head of household will be required to complete a standard application form for residence in Williston Woods. The applicant will need to provide:

- Names, age and relationship of all household members
- Information on current employment
- Names of previous landlords
- Three credit references
- Three personal references
- Information on cars and recreational vehicles
- Information on pets, if any

The manager of Williston Woods may contact the references listed and obtain verbal or written information regarding the applicant. Williston Woods may also perform a national criminal record check and request a credit history report on the applicant. The applicant will be charged an application fee to cover the cost of these background checks. The fee is subject to change.

The requested and applicant provided information will be utilized to:

- Assess the applicant's past performance in meeting financial obligations, especially rent payment;
- Assess the applicant's past performance in meeting the terms of previous lease agreements or other agreements or rules and regulations governing housing complexes or communities in which the household or family members have lived.

All applicants will have a personal interview with a management and/or Board representative, at which:

- \* Any concerns regarding the applicant's ability to meet the terms of the lease and to pay rent on a timely basis will be discussed
- \* Additional references, if required, will be requested
- \* The terms and conditions for becoming a shareholder in the cooperative will be explained
- \* The lease agreement and the park rules and regulations will be reviewed in detail

Following the interview and completion of the reference check, the Manager and/or Board Tenant Selection Committee will make a final decision on the applicant. Any applicant who is rejected for residency in Williston Woods will be advised of the reason for the decision and be given an opportunity to respond to the Manager and to provide additional information that might change the decision.