

Letter to Applicants

Thank you for your interest in our community. We hope you consider joining us as resident owners. The information below will help you navigate the application process. Please read it carefully as you make your decision on becoming a member of our resident-owned community.

About the Community

BBVC are the owners of Lamplighter Park-incorporated as Black Bear Village Cooperative. BBVC purchased the 245-unit Lamplighter Manufactured Home Park in July 2019. As a self-governing community, BBVC makes and lives by our own Community Rules. BBVC elects our Board of Directors and sets our own operating budgets and lot rents.

BBVC is located minutes from the White Mountains National Forest in New Hampshire's Mount Washington Valley. It abuts many acres of conservation land to our north and the Saco River to our East. Shopping for all needs is just minutes away.

BBVC is a diverse community of both retirees and working families of all ages. Our goal is to provide a secure, affordable, and enjoyable living experience for all our residents.

About the Application Process

• Carefully read and complete this application.

or personally delivered to:

Return the application fully completed with all requested documentation including:

Application for Membership Disclaimer Contact Information	Financial Information Estimated Expenses	References Pet Registration Form	
Proof of Income including:			
Previous 4 weeks' pay stubs		Previous year's Federal Income Tax Returns	
Proof of Social Security / SSD I	ncome (if applicable)	Annuities and/or proof of any other income sources	
☐ Community Rules / Bylaws Acknowledgement of Receipt			
Member Occupancy Agreement			
Consumer Authorization and Release Form, completed by all applicants 18 years of age or older.			
State of New Hampshire Criminal History Record Information Release Form for each occupant aged 18			
A copy of photo identification for each applicant 18 years of age or older			
Member Interest Questionnaire			
Non-refundable application fee of \$150 per applicant to be listed on the DEED who is 18 years of age or			

older. **Non-refundable application fee of \$75.00 for each additional household member over 18 years of age.** Payment must be in the form of a Money Order or Bank Check made out to RowCal and must be mailed

RowCal Lakes Region | 71 NH-104 #11 | Meredith, NH 03243

This office operates by appointment only. If you are intending to deliver your payment, please be sure to contact the office at 603.204.2171 to arrange a drop-off time.

Please note that incomplete applications will be returned to the applicant along with a Notice of Adverse Action.



Black Bear Village Cooperative may request an interview with the Membership Committee.

Applications will be reviewed by the Board of Directors.

Complete applications will be processed within 14 calendar days. Applicants are notified of their acceptance or denial in writing.

After you are approved, before you may move in:

- Pay your \$250 Membership Fee (this one-time fee is fully refundable when you sell your home, minus any outstanding fees owed to the cooperative) at the time of closing on the home.
- Execute the Occupancy Agreement, with all household members listed.
- Pay your first monthly lot rent of \$619 at the time of closing on your home.

After You Move In:

- Learn how the Cooperative works: attend a Board Meeting
- Sign up to participate on a committee
- Get to know your neighbors- you are now part of the community
- Log in to the RowCal portal to access community documents and pay your monthly lot rent. For help, call RowCal at 603.204.2171 or email them at CareTeam@RowCal.com

Enclosed you will find the following documents:

Application for Membership	State of NH Criminal History Record Release Form
Community Rules/Bylaws/Occupancy Agreement	Member Interest Questionnaire
Member Occupancy Agreement	Homeowner Responsibility Information
Pet Registration Form	Summary of Rights under FCRA
Consumer Authorization and Release Form	Community Rules & Bylaws

These forms must be completed and returned to: RowCal

71 NH-104 #11 Meredith NH 03253

CareTeam@Rowcal.com

*Please note that applications and payments may be dropped off at the office by appointment only.

Please contact RowCal to arrange an appointment, if needed*



Application for Membership - DISCLAIMER

Please read the following information before signing this application.

To join Black Bear Village Cooperative, I/We are aware that a **membership fee of \$250** must be paid before I/We can occupy the home. I/We understand that I/We may not move in until approval is made. I/We understand that the home must be lived in by the family/household purchasing and cannot be rented out except under clear cases of hardship as determined by the Cooperative Board of Directors.

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

Information provided in this application found to be false may serve as immediate grounds for denial in membership.

Disclaimer: I understand that should I/We be accepted as a member of the cooperative, failure to provide accurate information on this application for membership may be grounds for member expulsion according to the Cooperative bylaws. Such expulsion would result in loss of membership. Loss of membership/expulsion would result in the loss of voting privileges, an increased monthly lot rent, and may lead to eviction. By signing this application, I/We attest that this is accurate and true information to the best of my knowledge.

Applicant Signature:	Date:
Co-Applicant Signature:	Date:

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



Application for Membership - CONTACT INFORMATION

All information must be filled out completely. Incomplete applications will be returned to the applicant(s). If a question does not apply to you, place "N/A" in the space provided. Please print all information legibly.

Address applying for:		
Current Owner		
This will	be myPrimary Home	Secondary Home
A limited number of mailb	oxes are available. Priority will go	to full-time residents. Will you need a
	mailbox?	
YES	S, I need a mailbox.	No, I don't need a mailbox
	Applicant	Co-Applicant
Name		
Home Phone		
Cell Phone		
Email		
Current Address		
Current Landlord		
Landlord Address		
Landlord Phone		
Length at Current Address		
*If less than 3 years at your curren	nt address, please list previous address:	
Anticipated Name(s)		
on Deed:		
Number of Persons to		
Occupy the Home		
Are you or any members in your	household registered as an offender?	YESNO



Application for Membership - FINANCIAL INFORMATION

Employment Information

	Applicant	Co-Applicant
Employer 1		
Employer 1 Phone		
Employer 1 Address		
Employer 2		
Employer 2 Phone		
Employer 2 Address		

\square Please provide 4 weeks of the most recent pay stubs for each applicant and co-applicant.	
\square Please attach most recent years' tax returns for each applicant and co-applicant.	

Monthly Income Information (per month)

	Applicant	Co-Applicant
Income Source 1		
Monthly Income Amount		
Income Source 2		
Monthly Income Amount		
Income Source 3		
Monthly Income Amount		
	·	
Income Source 4		
Monthly Income Amount		

Г	l Please attach ni	roof of all additions	I sources of income	such as SS/SSDI and	lannuities
_	i Etease attacii bi	HOOLOLAH AUUHHOHA	1.20011CG2 01 11IC011G	- 5UUH 45 00/00DH 4HU	i ammunes.



Application for Membership - FINANCIAL INFORMATION

What do you anticipate to pay monthly for your property in Black Bear Village?

	Applicant	Co-Applicant
Mortgage / Lot Rent		
Heat		
Electric		
Cable / Internet		
Homeowners' Insurance		
Home Phone		
Other		

What do you pay monthly for your other/primary residence, if applicable?

	Applicant	Co-Applicant
Mortgage / Lot Rent		
Heat		
Electric		
Cable / Internet		
Homeowners' Insurance		
Home Phone		
Other		

What are your other monthly expenses?

	Applicant	Co-Applicant
Car Payment		
Cell Phone		
Auto Insurance		
Student Loans		
Other		



Application for Membership - REFERENCES

Please list three personal (not professional) references who can speak on your likelihood to pay your lot rent in a timely manner, obey the community rules, and be a good cooperative member. **References may not include relatives.**

	Applicant	Co-Applicant
Reference 1 Name		
Reference 1 Phone		
Reference 1 Relationship		
Reference 2 Name		
Reference 2 Phone		
Reference 2 Relationship		
Reference 1 Name		
Reference 3 Phone	·	
Reference 3 Relationship		



Application for Membership – PET REGISTRATION I	FORM (if applicable)
☐ Please fill one form out per pet.	
☐ Please attach a photo of your pet to this registra	tion form.
Pet Owner's Name(s):	
Pet Owner's Address:	
Pet Owner's Phone #:	
Pet Owner's Email:	
Pet's Name:	Pet's Tag #:
Breed:	Color:
Insurance Company:	Phone:
Insurance Address:	
If you are not at home, who can handle this pet:	
Name:	Phone:
Failure to comply with the Community Rules, specific	cally related to pets, is a breach of your Occupancy
Agreement and is sufficient grounds for eviction (NH-related to pets, will be strictly enforced.	RSA 540:2(ii)(c)). The Community Rules, specifically
Applicant Signature:	Date:
Co-Applicant Signature:	Date:



Application for Membership - BYLAWS / COMMUNITY RULES RECEIPT

I/We	(Your names,
are applying for membership in the Black B	Bear Village Cooperative for the lot located at
	(address applying for).
I/We have received and read a copy of the Black Bea	ır Village Cooperative, Inc's Bylaws, Community
Rules, and Occupancy Agreement.	
By Signing and dating this form, I/We acknowledge t	hat I/We understand and will obey the Bylaws,
Community Rules, and Occupancy Agreement of	Black Bear Village Cooperative, Inc. If I/We do not
follow these rules and bylaws, I/We understand that	this could be grounds for expulsion from
membership and/or eviction from the community.	
Applicant Signature:	Date:
Co-Applicant Signature:	Date:



Application for Membership - OCCUPANCY AGREEMENT This agreement, made and entered into at Conway, State of New Hampshire this _____ day of __ by and between Black Bear Village Cooperative, Inc., a corporation organized under the State of New Hampshire, having its principal place of business at 6 Lamplighter Park Drive, Conway NH 03860 (hereinafter called "the Corporation"), and (hereinafter called the "Member") of _ in said Corporation. WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as the Black Bear Village Cooperative, Inc., (hereinafter called the "Cooperative" or "Corporation"), for the benefit of its Members and others: and WHEREAS, the Member has been provided a complete copy of the bylaws of the Corporation and is familiar with their terms; WHEREAS, the Member acknowledges an understanding of, and will obey the Co-Op Bylaws and Community Rules and acknowledges that failure to do so could be grounds for expulsion and/or eviction from the community and to continue such residence during Membership; and WHEREAS, the Member has paid the Membership Fee of \$250 and has executed a Membership Agreement; and WHEREAS, the Corporation and the Members deem it to be in their mutual interest to commemorate the Membership and proprietary lease in written form. NOW THEREFORE, the parties do agree as follows: **Article 1-Premises** The Corporation leases to the Member and the Member leases from the Corporation ____ (street address - hereinafter called the "Lot") in the Community.

Article 2-Terms

Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Corporation, and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to Corporation.

Article 3-Carrying Charges

The Member covenants and agrees to pay all carrying charges and other expenses in a timely manner in the monthly sum of \$619.00. The Lot Rent may be increased according to Bylaws, with a sixty (60) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a twenty dollar (\$20) late payment fee for lot rent received after the seventh (7th) day of each month.



Application for Membership - OCCUPANCY AGREEMENT

Article 4-Wavier of Homestead Interest

Member (and Member's spouse or partner in civil union signing this agreement for these purposes, if not a Member) hereby waives any and all homestead rights, if any, established by state or federal law as to any lien by the Corporation for payment of lot rent and advances provided for in this agreement or by statute.

Article 5-Membershp Fee

The Member has executed a Membership Agreement before occupying the Lot. The Membership Agreement is hereby incorporated into this Member Occupancy Agreement by this reference.

Article 6-Patronage Refunds

The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

Article 7-Eviction

The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement and any violation by which a member may be evicted as set forth in the Community Rules or for any reason specified by the statute, all as they now exist or as they may hereafter be amended from time to time. .

The Member also understands and acknowledges that the eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as for any reason specified in the Bylaws, as it now exists and as it may herafter be amended from time to time. For this reason, all Eviction Notices may be accompanied by an Expulsion Notice of the charges against them and of a reasonable opportunity toto be heard before the Board of Directors of the Corporation not less than 15 days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 8-Assignment

The rights set forth herein may be assigned to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time periods as it deems appropriate.

Article9-iInvalidity

If any clause, part of a clause, or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

Article 10-Waiver

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



Application for Membership - OCCUPANCY AGREEMENT

Article 11-Notices

Whenever the provisions of law or the Corporation Bylaws require Notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of giving such notice.

Article 12-Representations Not Binding

No representations other than those contained in this Agreement, the Articles of incorporation, the Bylaws or the Community Rules of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

Article 13-Incorporation of Articles of Incorporation, Community Rules, Bylaws, and Corporation Resolution

The Articles of Incorporation, the Bylaws, all Corporation Resolutions, and its duly adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Corporation.

Article 14-Attorneys Fees and Costs

In the event that any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with Community Rules.

IN the event a legal action is commenced against the Corporation by a homeowner and the Corporation prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Corporation in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a Member of the Corporation and a partial owner of the Corporation. The Term "legal action" shall include any civil action brought before the court of law and any action or claim brought before the Board, administrative agency, or other such body.

Article 15-Time of the Essence

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

Article 16-Joint and Several Liabilities

If more than one (1) Member party shall execute this Agreement, the obligations of the members shall be their joint and several obligations in every instance.



(signed)

Black Bear Village Cooperative

Application for Membership - OCCUPANCY AGREEMENT

Article 17-Assignment to Lender The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home: **Article 19-Contact Information** Homeowner/Member Name(s): _____ _____ Cell Phone(s): _____ Telephone(s): ___ Email: _ Names of each additional person(s) living at the address: Emergency Contact Information (list the name, address, and phone number of the person you want notified in case of an emergency): ___ In witness whereof, the parties have hereunto set their hands on the data first above written. **Corporation Officers:** (signed) (Printed) Its duly authorized Officer (signed) (Printed) Its duly authorized Officer Members must sign below. Untitled spouces or partners in civil unions must also sign below. (signed) (printed) (signed) (printed) (signed) (printed) Witness to all signatures:

(printed)



Application for Me	mbership – CC	ONSUMER A	AUTHORIZA	TION & RELEASE		
Applicant Name:						
	First Name		MI	Last Name		
Current Address:			City:	St	ate:	ZIP:
Length (years) at this a	ddress:					
Social Security #:						
Date of Birth:		//				
	Month	Day	Year			
Co-Applicant Name:						_
	First Name		MI	Last Name		
Current Address:			_ City:	State:	ZIP: _	
Length (years) at this a	ddress:					
Social Security #:						
Date of Birth:		//				
	Month	Day	Year			
of the three national cre	cements to my/ou dit reporting repo or the purpose of	ur consumer r sitories (Equi assessing my	report (hereinat fax, Experian, T /our Applicatio	ter collectively referr rans Union) and provi n for Membership in s	ed to as " ide a copy said Coop	Report") from one or more y of the Report to Black perative. I/We understand
This authorization is inte	ended to comply v	with a consun	ner report requ	est as set forth in 15 l	J.S.C 168	1b(a)(2).
I/We further authorize the to assess my/our applic		•		act the references lis	ted on my	y/our application in order
It is understood that a p	hotocopy and/or t	facsimile of th	nis document s	hall also serve as an a	authoriza	tion to provide the
information requested.	The information o	btained is onl	ly to be used in	the processing of my	/our Mem	nbership Application.
Applicant Signatur	e:				Date:	:
Co-Applicant Signa	ature:				Date:	:
☐ Don't forget to provid of age or older. Non-ref			-			<i>he DEED</i> who is 18 years r over 18 years of age.



Application for Membership – MEMBER INTEREST QUESTIONNAIRE

In order to fully understand the resources that exist within our members in this community, it is important that we know what it is you like to do. We prefer people volunteer, but sometimes the Board of Directors will ask for assistance. They prefer to ask a person to help out in ways that they know he/she would enjoy.

What Do You Like to do for Fun?
What skills/talents do you possess?
What is your best attribute (if someone were to describe you as a person, what might they say?
Do you like working with your hands? If so, how? (i.e. gardening, building, etc.)
If you were asked to participate in the Cooperative, what would you want to do?
What days and/or times work best for you?



Application for Membership – MEMBER INTEREST QUESTIONNAIRE

Please indicate all interests that you feel comfortable doing (or are willing to learn):	I am interested in learning more about the following roles on the Co-Op's Board of Directors:
☐ Plumbing ☐ Water Systems ☐ Taking Notes ☐ Nature Walks ☐ Book Club ☐ Bookkeeping ☐ Working with teenagers ☐ Recycling	☐ President ☐ Vice President ☐ Treasurer ☐ Secretary ☐ Operations Manager/ Director
☐ Flower Arrangements ☐ Organizing Events ☐ Crime Watch ☐ Baking ☐ Board Games ☐ Septic Systems ☐ Gardening ☐ Publishing/Newsletters	There are many ways for members to have a voice in the community. One great way to get to know your neighbors as well as to have a say in how things are run is to join a committee. Please check the committee below which you feel best serves your interests and talents:
☐ Fall/Spring Clean-Up ☐ Knitting ☐ Filing ☐ Carpentry / Woodworking ☐ Easy Fundraisers (bake sales, etc) ☐ Childcare ☐ Making reminder phone calls ☐ Grilling	☐ Membership Committee ☐ Finance Committee ☐ Social Committee ☐ Community Rules Enforcement ☐ Operation Manager Committee ☐ Infill Committee ☐ Decorating Committee
Thank you for completing this questionnaire. A about your volunteer interests.	member of the community will be contacting you shortly
Name(s):	Phone:
Best time to call:	





Co-Op Living

Living in a co-op community is different than living in an investor-owned park. This type of community living is unique – homeowners in resident-owned communities are not simply tenants in a park, they are *members* of a co-op and *owners* of a business. As a co-op member, it is important to understand that:

- The cooperative is a business incorporated under N.H. RSA 301-A, Consumers' Cooperative Associations. It is owned by its members. Individual homeowners do not own the land underneath their homes; the co-op does.
- The co-op has member-approved bylaws, which spell out how the business is governed.
- The co-op is democratically governed by a one-member, one-vote system. Each member-household has equal decision-making authority.
- New homeowners moving into the community are required to become members and enter into an Occupancy Agreement, binding them to the bylaws and community rules.
- Members elect a board of directors to carry out the day-to-day tasks of running a business. The board then appoints committees to take on other tasks.
- Members have control over big decisions, such as carrying charges (rent), approving the annual budget, electing a board and amending the bylaws or community rules.
- Members can be expelled from the cooperative (which is *different* than being evicted from the community) for obstructing the management of the co-op. This is a serious matter and not to be taken lightly members who are expelled lose voting privileges and typically pay a higher lot rent.

The board and appointed committee members must adhere to the co-op's bylaws and rules, as well as to state and federal laws. They are also co-op members and are accountable to their fellow members. They must run the co-op in a fair, consistent, democratic, and businesslike manner.

Co-op membership has rewards, rights, and responsibilities. The strength of a resident-owened community is directly related to the participation and commitment of its members. By participating in the co-op, members can help reduce costs, build a vibrant neighborhood and grow as leaders. Participation includes everything from baking brownies for the annual community barbecue to operating the well system from an hour a month to a two year commitment on the board of directors.

ROC-NH is a ROC USA Certified Technical Assistance Provider

© 2008-2015 ROC USA, LLC



Selling the Home – Homeowner Responsibilities

Homeowner Responsibilities

- The homeowner must inform the board of his or her intent to sell the home.
- In most co-ops, the home is required to be marked to low- to moderate-income homebuyers for the initial period of 30-60 days, depending on the bylaws. All other considerations being equal, income-qualifying buyers will take precedence during this period. After this time period passes, this restriction is removed.
- If the homeowner vacates the home during the sale process, he or she is still fully responsible for all upkeep and lot rent.
- All co-op requirements regarding "For Sale" signage must be adhered to. Check the community rules for clarification.
- The homeowner is responsible for the continued maintenance of the lot and preparation for the change in ownership. The lot must be left neat and clean. Any failure may result in the co-op holding back part or all of the seller's membership fee.
- The homeowner is the initial liaison between buyers/real estate agents and the membership committee.
- The homeowner/seller should request that a membership package be given to any prospective buyers and/or real estate agencies that list the home.
- The homeowner/seller is required to inform all prospective buyers of the requirement of membership acceptance, the process, the time frame involved, and any special conditions that may apply.
- Fuel storage tanks must be upgraded to meet state and federal installation standards BEFORE ownership changes. The financial responsibility for this must be decided between the seller and the buyer.
- Pro-ration of lot rent must occur between the seller and the buyer. No credit for any portion of lot rent will be given by the co-op to either party.
- The co-op DOES NOT involve itself with negotiations of the sale of the home, except as it may directly affect the cooperative.
- Transfer of the membership fee as a part of the sale is not allowed. The homeowner/seller must request reimbursement from the co-op and the buyer must pay their whole membership fee directly to the co-op.
- The sale transaction is not complete until the buyer's membership fee is paid in full to the co-op and verified, a new Occupancy Agreement is fully executed, and the transfer deed is signed by the co-op. Only then may the new homeowner take full possession of the dwelling and move in.
- Under no circumstances may the new owner move any property into the home or onto the lot until the sale is complete. This includes resolving any issues between the co-op and the previous homeowner.