

VILLA SANTA CRUZ COOPERATIVE, INC.  
OCCUPANCY AGREEMENT  
SIGNATURE PAGE

This Occupancy Agreement (“Agreement”) is entered into this 15th day of March 2010, by and between Villa Santa Cruz Cooperative, Inc., a California nonprofit mutual benefit corporation (“Cooperative”), and \_\_\_\_\_ (“Shareholder”) relating to Space No. \_\_\_\_ (the “Space”).

1. Shareholder acknowledges receipt of and agrees to the terms and conditions of the Villa Santa Cruz Cooperative, Inc. Occupancy Agreement approved by the Board on February 23, 2010 the terms and conditions of which are incorporated herein by this reference.

2. Pursuant to Paragraph 4 of the Agreement, the following individuals are authorized to occupy Shareholder’s Premises:

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

3. Notices shall be given pursuant to Paragraph 11 of the Agreement to the following addresses:

To the Cooperative:                      President  
Villa Santa Cruz Cooperative, Inc.  
2435 Felt Street Office  
Santa Cruz, CA 95062-4225

To the Shareholder:                      \_\_\_\_\_  
2435 Felt Street Space \_\_\_\_\_  
Santa Cruz, CA 95062

IN WITNESS THEREOF, the parties have executed this Occupancy Agreement Signature Page as of the date set forth above.

VILLA SANTA CRUZ  
COOPERATIVE, INC.

SHAREHOLDER

\_\_\_\_\_  
Tom McGranahan, President

\_\_\_\_\_

\_\_\_\_\_  
Carol F. Bowman, Secretary

\_\_\_\_\_

VILLA SANTA CRUZ  
COOPERATIVE, INC.  
OCCUPANCY AGREEMENT

This Occupancy Agreement is made and entered into on the date set forth on the Occupancy Agreement Signature Page (“Signature Page”) by and between Villa Santa Cruz Cooperative, Inc., a California nonprofit mutual benefit corporation (“Cooperative”), and the Shareholder identified on the Signature Page.

RECITALS

A. The Cooperative is the owner of certain real property located at 2435 Felt Street, Santa Cruz, California 95062.

B. The Cooperative operates and manages a 121-space mobilehome park together with certain customary appurtenances (“Park”).

C. The Cooperative is organized as a stock cooperative under the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq), under which the Cooperative holds title to the Park and all or substantially all of Shareholders of the Cooperative have an exclusive right to occupy a portion of the Park through an Occupancy Agreement in accordance with the terms and conditions of the Governing Documents.

D. The Park is intended and operated for occupancy by persons age fifty-five (55) years of age or older pursuant to California Civil Code Section 799.5.

E. The Cooperative has approved Governing Documents as defined in the Bylaws (the “Governing Documents”). The definitions contained in the Cooperative’s Bylaws are incorporated by reference herein.

F. Shareholder is the owner and holder of a Share in the Cooperative and has a bona fide intention to reside in the Park.

AGREEMENT

NOW, THEREFORE, in consideration of Shareholder purchasing a Share in the Cooperative and the promises contained in this Agreement, the Cooperative and the Shareholder agree as follows:

1. Previous Agreement. The previous Occupancy Agreement between Shareholder and the Cooperative is hereby terminated and is superseded by this Agreement.

2. Shareholder’s Space. The Cooperative assigns to Shareholder the Space identified on the signature page and grants to Shareholder the right to occupy that Space,

subject to the terms and conditions hereof. Shareholder is also granted the nonexclusive right to the use of the Common Area as set forth in the Governing Documents.

3. Compliance With Governing Documents. Shareholder agrees that he/she will abide by the Governing Documents and any amendments thereto which are approved in accordance with the Governing Documents and the Act.

4. Occupancy. Occupancy of the Space under this Agreement is limited to the persons identified on the Occupancy Agreement Signature Page.

5. Default by Shareholder. Shareholder shall be in default under this Agreement if Shareholder has committed one or more substantial violations or repeated minor violations of the Governing Documents or applicable laws.

6. Remedies Upon Default. The Cooperative may pursue any and all remedies available under the Governing Documents or applicable laws.

7. Subordination. Notwithstanding any provisions of this Agreement to the contrary, the provisions of this Occupancy Agreement and the rights and duties of the parties, including any persons who may subsequently become bound hereby, shall be subject to and subordinate to the provisions of any promissory note, deed of trust or similar document executed by or on behalf of the Cooperative at any time. Shareholder shall execute, at the Cooperative's request, any documents necessary to effect any such subordination. If Shareholder fails or refuses to execute any such document, the Cooperative shall be entitled to execute the document on Shareholder's behalf as Shareholder's attorney-in-fact.

8. Abandonment of Mobilehome. In the event Shareholder is absent from the mobilehome and Space for ninety (90) consecutive days while in default of monthly operating fees, Shareholder shall, at the option of the Cooperative, be deemed to have abandoned the Space. Any personal property of Shareholder left within the Space may be disposed of by the Cooperative in any manner allowed by law.

9. Termination. This Agreement may be terminated by the Cooperative upon Shareholder's default, subject to the rights of Shareholders pursuant to the Governing Documents and applicable law. Shareholder may terminate this Agreement provided that prior to termination, Shareholder shall:

- (a) Give written notice to the Cooperative of intent to leave the Park.
- (b) Satisfy all requirements for transfer of a Share as contained in the Bylaws.
- (c) Endorse his/her Share for transfer to the incoming Shareholder after such Shareholder has been approved for membership by the Board.

(d) Satisfy all of Shareholder's obligations and paying all amounts due under the Occupancy Agreement and the Governing Documents up to the date of termination.

(e) Vacate the Space, leaving the same in a good state of repair, excepting only normal wear and tear.

10. Estate Liability. Upon the death of a Shareholder, the estate shall remain liable for all charges of Shareholder up to the date of possession of the Space by the incoming Shareholder.

11. Notices. Notices to Shareholder from the Cooperative given under this Agreement may be given by personal delivery, by deposit in Shareholder's mailbox in the Clubhouse, by attachment to the clip at the Shareholder's home, or by delivery by first-class mail, except as otherwise required by law. Notices shall be sent to the parties as identified on the signature page of this Agreement. Any party may change his/her address for notice purposes. Notices to the Cooperative from the Shareholder shall be addressed:

President  
Villa Santa Cruz Cooperative, Inc.  
2435 Felt Street Office  
Santa Cruz, CA 95062-4225

12. Oral Representation Not Binding. No representations, other than those contained in the Governing Documents of the Cooperative shall be binding upon the Cooperative. This Agreement may not be amended, superseded or supplemented except with the written consent of both parties. Only the Board is authorized to consent to any changes to the terms of this Agreement on behalf of the Cooperative.

13. Waiver. The failure of the Cooperative to insist upon strict performance of any term or condition of this Agreement shall not be construed as a waiver of the right to enforce such provision.

14. Severability. If any provision of this Agreement is held to be unenforceable, the invalidity of that provision shall not affect the validity of the remaining provisions.

15. Dispute Resolution. Any dispute, controversy or claim arising out of, or in connection with, any provision of this Agreement shall be resolved in accordance with procedures established in the Governing Documents and applicable law.

This Occupancy Agreement was approved by the Board of Directors of Villa Santa Cruz Cooperative on February 23, 2010.

IN WITNESS WHEREOF, this Occupancy Agreement was signed as of the date set forth in the Occupancy Agreement Signature Page.