

Community of Christ

ONSET CAMPGROUND LEASE AGREEMENT

This Agreement made by and between the Presiding Bishop of the Community of Christ (formally known as the Reorganized Church of Jesus Christ of Latter Day Saints), and his/her successors in office, as Trustee in Trust for the said Church, and the Onset Campground Board of Trustees of the New England Mission Center of the Community of Christ as agents for the Presiding Bishopric of the Community of Christ, herein known as the Lessor, and _____ herein known as the Lessee.

For consideration received, Lessor has this day leased the following described land situated in the Village of Onset, Town of Wareham, County of Plymouth, Lot # _____ on a plan titled "Plan of Land Showing Proposed Lease Areas, 317 & 341 Onset Avenue, Assessors Map 13 Lots 1031A & 1031B, Wareham, Massachusetts, Prepared for Community of Christ, Onset Avenue, Wareham, Massachusetts, Scale 1" = 40', dated June 30, 2016".

The following terms and conditions are hereby mutually agreed to:

1. Lessee must be a member of the Community of Christ (for exceptions, see 9a).
2. The Term of this Lease Agreement shall be for the life of the Lessee or his/her surviving spouse, contingent upon adherence to all provisions of the Lease Agreement.
3. Lessee agrees to pay the following assessments within thirty (30) days of receipt, unless specified otherwise:
 - a. All such Federal, State, or Municipal taxes and assessments, such as sewers, as may be assessed during the continuance of this Agreement against the property leased hereby, on any buildings or erections now or hereafter placed thereon, or any other interests in said property, said buildings, or erections; and
 - b. All such maintenance and service charges as may from time to time be assessed against said leased property by the Onset Campground Board of Trustees, or by such other body or bodies entrusted by the Community of Christ with the management or operation of the Onset Campground.
4. Lessee may own, or have built, a cottage and/or garage (hereinafter called premises) on the land described herein, provided plans and specifications for such buildings are first approved in writing by Lessor. Any alterations of the premises requires the prior written consent of Lessor. Premises are to be used solely for residential purposes; however, other lawful uses may be allowed after notification of abutters, with the prior written consent of the Lessor. The Lessor shall make determination that the proposed use shall not be detrimental to the Onset Campground and is not contrary to and does not conflict with the intent and purposes for which the Onset Campground were originally established and are presently maintained, prior to giving consent.
5. Lessees shall maintain the leased premises and any and all buildings thereon and

keep such in good repair, free from all health hazards and nuisances. Each lessee shall be responsible for the behavior of all guests or tenants of his/her property while said guests are in the home and on the Onset Campground and agrees to notify all guests and tenants of the Onset Campground regulations.

6. Lessee agrees not to sublet the premises, assign the Lease Agreement, or permit occupancy by any other person, for more than one month, without prior written consent of the Lessor.
7. All buildings now on the land designated in this Lease Agreement or hereafter placed thereon by Lessee shall be deemed to be the personal property of the Lessee and may be removed at any time by the Lessee or at termination of this Lease Agreement. If Lessee or his/her heirs, administrators, or assigns desire to dispose of any buildings on said leased land, Lessee shall submit a written plan for removal to the Lessor for approval. All expenses of removal shall be the responsibility of the Lessee, who agrees to take whatever action necessary to restore the leased land to the condition prior to construction of the building.
8. This Lease shall terminate upon the death of the Lessee or his/her surviving spouse; upon the transfer of the premises by Lessee or upon default in the terms and conditions of the Lease Agreement. If the default is serious enough to warrant immediate vacancy it may be required by the Onset Campground Board of Trustees. In the event of the termination of this Lease Agreement due to the death of Lessee or the surviving spouse, the tenant/owner or his/her heir or successor shall be entitled to continue to occupy the premises for a maximum period of one (1) year following the termination to allow the tenant/owner or his/her heir, successor, or legal representative to make suitable arrangements for the transfer of ownership of the house, or the removal of the house from the leased property. Any transfer of ownership shall be made in accordance with paragraph nine (9) herein. If legal affairs are not settled within the year, application for an extension may be filed with the Onset Campground Board of Trustees.
9. Transfer of Ownership. The Lessee or his/her heir or legal representative shall be allowed to transfer ownership of the premises as follows:
 - a. The Lessee or his/her heir or legal representative may transfer the Lessee's interest in the premises to the Lessee's surviving spouse, regardless of whether or not the surviving spouse is a Community of Christ member, providing the surviving spouse enters into the Lease Agreement within one (1) year after the death of the Lessee.
 - b. Upon the death of the Lessee or his/her surviving spouse, the property may be transferred to the Lessee's heir (father, mother, sister, brother, son or daughter) or beneficiary subject to the approval of the Board of Trustees and providing that said heir or beneficiary is a member of the Community of Christ and executes a new Lease Agreement within one (1) year after Lessee's death or after sixty (60) days of receiving title to the premises.
 - c. In the event Lessee elects to sell the premises, the New England Mission Center of the Community of Christ has the right of first refusal. The Lessee may sell the premises to a qualified member of the New England Mission Center if the New England Mission Center elects not to exercise its right of refusal. The Lessee shall first give the Onset Campground Board of Trustees written notification of his/her intention to sell. Sale to a church

member outside the New England Mission Center shall not be made if any church member of the New England Mission Center is willing and eligible to buy said premises.

- d. The selling price shall be determined by the Onset Campground Board of Trustees using a fair and equitable method based on the assessed valuation, the Lessee's opinion of the value, selling price on comparable premises and the actual cost plus inflation to date. This selling price shall be determined taking into consideration the special nature and purposes of the Onset Campground. If this price is not acceptable to the Lessee, he/she may appeal to a board of three (3) appraisers who are members of the New England Mission Center and who are selected as follows:
 - i. One (1) appointed by the Lessee; and
 - ii. One (1) appointed by the Lessor; and
 - iii. One (1) standing appraiser, appointed by the President of the New England Mission Center for a term of two (2) years.

10. Lessees have the right of passage on the roadways but are prohibited from obstructing passage by others.
11. Lessor has adopted certain rules and regulations, called Regulations of the Community of Christ Onset Campground of the New England Mission Center, (copy attached) pertaining to the occupancy and use of cottages on the Onset Campground. These regulations, including any amendments or changes made during the term of this Lease Agreement, are incorporated herein by reference and shall be binding upon Lessee, his/her heirs and assigns.

Upon breach of these Rules and Regulations, the Onset Campground Board of Trustees shall have the right to issue a written notification of said breach. If, in the opinion of the Onset Campground Board of Trustees, this breach is repetitious or flagrantly offensive, it will be deemed to be a default in the terms and conditions of this Lease Agreement.

Certain rules and regulations governing the use of streets and lots, together with the improvements placed thereon, have been adopted by the Onset Campground Board of Trustees and the Onset Conference of the New England USA Mission Center. Said rules and regulations may be amended or rescinded and new regulations may be adopted by the Onset Campground Board of Trustees when presented to the Onset Conference of the New England USA Mission Center and approved by a two-thirds vote of the Conference. When approved, said regulations shall be binding upon Lessee, his/her heirs and assigns.

12. Unless the Onset Campground Board of Trustees grants an extension as authorized in paragraph Eight (8) above, after the expiration of twelve (12) months from the termination of this Lease, all Lessee's right to possession and ownership of the building and personal property then located on the premises shall be deemed to be forfeited to the New England Mission Center. The Lessor, or its agents, shall then have the right to enter upon and take possession of the leased premises and any or all of the erections now or hereafter placed thereon and to remove the same if they so desire, and the Lessee agrees to deliver the same without process of law; no accrued obligation of the Lessee to pay, whether lease fee, municipal taxes, or any other assessments, shall cease and the Lessee shall also be liable to the Lessor for any loss or damage to the Lessor for failure to comply with the terms hereof.

13. In all matters of the controversy respecting the rights of the Lessor and the Lessee, the same shall, except as hereinbefore expressly provided, be adjudicated by a three (3) member Appeals Committee comprised as follows:
- a. One (1) member appointed by Lessor; and
 - b. One (1) member appointed by Lessee; and
 - c. One (1) member appointed by the Director of the New England Mission Center.

In the event the resolution reached by the Appeals Committee is not acceptable to all involved parties, a party shall have the right to appeal to the Church Tribunals as now or hereafter contemplated in the laws of the Community of Christ and the decision of such courts shall be final, with the rights of appeal provided for therein.

14. Lessee may not have ownership in, nor have a contractual interest in, nor be a beneficiary on any other Lease Agreement.
15. At the option of the Lessee, leases shall be signed by:
- One Lessee; or
 - One married couple; or
 - One Lessee and one of his/her children over the age of 21 years; or
 - One married couple and one of their children over the age of 21 years.

IN WITNESS WHEREOF, the said parties have set their hands and seals
 this ____ day of _____, 20 ____.

Lessee: _____ Confirmation Date: _____

Address: _____

Spouse, if any: _____

Printed Name: _____

Son/Daughter of Lessee, if any: _____ Confirmation Date: _____

Printed Name: _____

Address: _____

Approved by the Onset Campground Board of Trustees at a meeting held on
 _____, 20 ____.

Onset Campground Board of Trustees, Community of Christ

By: _____ Date: _____

Chairman of the Board

Approved by the Onset Board of Trustees 03/24/2020

REGULATIONS

Community of Christ

ONSET CAMPGROUND

NEW ENGLAND MISSION CENTER

THESE REGULATIONS ARE INCORPORATED AS PART OF THE LEASE SIGNED BY OWNERS OF COTTAGES.

The Property, known as the Onset Campground (Grounds), in Onset, Massachusetts, is owned by the Community of Christ, formerly known as the Reorganized Church of Jesus Christ of Latter Day Saints (Church), and is operated by the Onset Campground Board of Trustees (Board) in accordance with the beliefs and practices of the Church. These Regulations govern the use of the said Campground and shall be binding upon Lessee, heirs, and assigns. Individuals coming onto the Grounds agree, by their presence, to comply with all Regulations. Lessees shall inform their guests of these Regulations.

1. Any cottage owner choosing to rent the premises for more than one (1) month to any other party must secure written approval from the Trustees by first submitting a written request for authorization to rent to the Trustees.
2. Prior written approval by the Board is required before any alterations to the grounds or structures are begun, including, but not limited to, tree removal, moving houses, building additions, erecting fences.
3. Proper permits for building, electrical, gas, plumbing and sanitary repairs and improvements must be obtained from the Town of Wareham after approval of proposed alterations by the Board.
4. Dumping of trash, garbage, or any other refuse is PROHIBITED on the Grounds. The Board may designate a place for leaves and brush disposal. Each cottage owner must provide covered refuse containers. The Board arranges for periodic rubbish collection for a fee, however, each cottage owner is responsible for properly disposing of large items unless a heavy pick-up day or dumpster is provided.
5. Consumption or possession of alcoholic beverages or mind altering substances is PROHIBITED on the Grounds. Anyone determined to be in violation of this while on the Grounds will be notified in writing that they must comply with these Regulations or leave the Grounds.
6. Smoking is a health and fire hazard and is PROHIBITED outside of cottages.
7. All vehicles on the Grounds shall observe the traffic signs.
8. Open outside fires may be built only if a permit from the Onset Fire Department is secured.
9. Construction and remodeling work is PROHIBITED on Sunday except in an emergency situation.

10. Swimming and other such sports activities are PROHIBITED during church services. This regulation remains in effect during reunions, camps, and special events although each activity may have its additional rules.
11. Lessees have the right of passage on the roadways and are PROHIBITED from obstructing passage by others.
12. No person shall at any time own more than one cottage in his/her own right.