# OCCUPANCY AGREEMENT

Merritt Island Cooperative Housing Association, Inc.

THIS AGREEMENT, made and entered into this agreement on the ___, day of ___, ____ by and between the MERRITT ISLAND COOPERATIVE HOUSING ASSOCIATION, INC., hereinafter referred to as the Corporation, a corporation having its principal office and place of business at 235 North Banana River Drive, Merritt Island, Florida, and _____ (hereinafter referred to as Members);

WHEREAS, the Corporation has been formed for the purpose of acquiring, owning and operating a cooperative housing project located at 235 North Banana River Drive, Merritt Island, Florida, with the intent that its members shall have the right to occupy the dwelling units thereof under the terms and conditions hereinafter set forth; and

WHEREAS, THE Members are the owners and holders of one share of common stock of the Corporation and has a bona fide intention to reside in the project;

NOW, THEREFORE, in consideration of One Dollar ($1.00) to each of the parties paid by the other party, the receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, the Corporation hereby lets to the Members, and the Members hereby hire and take from the Corporation, dwelling unit number __-___ located at _____ Street, Merritt Island, FL. 32952.

TO HAVE AND TO HOLD said unit unto the Members, executors, administrators and authorized assigns, on the terms and conditions set forth herein and in the Corporate Charter and By-laws of the Corporation and any rules and regulations of the Corporation now or for a term terminating on _____, ____ renewable thereafter for successive month to month periods under the conditions provided for herein with a 30 day notice prior to vacating.

**ARTICLE 1 — MONTHLY CARRYING CHARGES**

Commencing at the time indicated in ARTICLE 2 hereof, the Members agree to pay to the Corporation a monthly sum referred to herein as “Carrying Charges”, equal to one twelfth of the Member's proportionate share of the sum required

by the Corporation, as estimated by its Board of Directors to meet its annual expenses, including but not limited to the following items:

**A.** Cost of all operating expenses of the project and services furnished.

**B.** The cost of necessary management and administration.

**C.** The amount of all taxes and assessments levied against the project of the Corporation or which it is required to pay, and ground rent, if any.

**D.** The cost of fire and extended coverage insurance on the project and such other insurance as the Corporation may effect or as may be required by any mortgage on the project.

**E.** The cost of furnishing water, electricity, heat, air conditioning, gas, garbage and trash collection and other utilities, if furnished by the Corporation.

**F.** All reserves set up by the Board of Directors, including the general operating reserve and the reserve for replacements.

**G.** The estimated cost of repairs, maintenance and replacements of the project property to be made by the Corporation.

**H.** The amount of principal, interest, mortgage insurance premiums, if any, and other required payments on the hereinafter-mentioned insured mortgage, and on other debts for which repayment provision is included in the Annual Budget.

**I.** Any other expenses of the Corporation approved by the Board of Directors, including operating deficiencies, if any, for prior periods.

The Board of Directors shall determine the amount of the Carrying Charges annually, but may do so at more frequent intervals, should circumstances so require. No members shall be charged with more than a proportionate share thereof as determined by the board of Directors. That amount of the Carrying charges required for payment on the principal of the mortgage of the Corporation or any other capital expenditure shall be credited upon the books of the Corporation to the “Paid-in Surplus” accounts as a capital contribution by the members.

**ARTICLE 2 — WHEN PAYMENT OF CARRYING CHARGES TO COMMENCE**

After thirty days' notice by the Corporation to the effect that the dwelling unit is or will be available for occupancy, or upon acceptance of occupancy, whichever is earlier, the Member shall make a payment for Carrying Charges covering the unexpired balance of the month. Thereafter, the Member shall pay Carrying Charges in advance on the first day of each month.

**ARTICLE 3 — PATRONAGE REFUNDS**

The Corporation agrees on its part that it will refund or credit to the Member within ninety (90) days after the end of each fiscal year, his proportionate share of such sums as have been collected in anticipation of expenses which are in excess of the amount needed for expenses of all kinds, including reserves, in the discretion of the Board of Directors.

**ARTICLE 4 — MEMBER'S OPTION FOR AUTOMATIC RENEWAL**

It is covenanted and agreed that the terms herein granted shall be extended and renewed from time to time by and against the parties hereto for further periods of one year from the expiration of the term herein granted, upon the same covenants and agreements as herein contained unless;

**(1)** notice of the Member's election not to renew shall have been given to the Corporation in writing at least one month prior to the expiration of the then current term, and

**(2)** THE Member shall have on or before the expiration of said term

**(a)** endorsed all his stock for transfer in blank and deposited same with the Corporation, and

**(b)** met all his obligations and paid all amounts due under the Agreement up to the time of said expiration, and

**(c)** vacated the premises, leaving same in good state of repair.

Upon compliance with provisions (1) and (2) of this Article, the Member shall have no further liability under this Agreement and shall be entitled to no payment from the Corporation.

**ARTICLE 5 — PREMISES TO BE USED FOR RESIDENTIAL PURPOSE ONLY**

Members shall occupy the dwelling unit covered by this Agreement as a private dwelling unit for themselves and/or immediate family and for no other purpose, and may enjoy the use in common with other members of the Corporation of all community property and facilities of the project so long as they continue to own a share of common stock of the Corporation, occupy the dwelling unit, and abide by the terms of this Agreement. Any sub lessee of the Members, if approved pursuant to Article 7 hereof, may enjoy the rights to which the Members are entitled under this Article 5.

Members shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. Members shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to the said premises. If by reason of the occupancy of use of said premises by the Members the rate of insurance on the building shall be increased, the Members shall become personally liable for the additional insurance premiums.

**ARTICLE 6 — MEMBERS RIGHT TO PEACEABLE POSSESSION**

In return for the Members continued fulfillment of the terms and conditions of this agreement, the Corporation covenants that the Members may at all times while this Agreement remains in effect, have and enjoy for his sole use and benefit the dwelling unit herein above described, after obtaining occupancy, and may enjoy in common with all other members of the Corporation the use of all community property and facilities of the project.

**ARTICLE 7 — NO SUBLETTING WITHOUT CONSENT OF CORPORATION**

Members hereby agrees not to assign this Agreement nor to sublet the dwelling unit without the written consent of the corporation's Board of Directors. The liability of the Members under this Occupancy Agreement shall continue notwithstanding the fact that they may have sublet the dwelling unit with the approval of the Corporation and the Members shall be responsible to the Corporation for the conduct of the sub lessee. Any unauthorized subleasing shall, at the option of the Corporation, result in the termination and forfeiture of the Members rights under this Occupancy Agreement. Non-paying guests of the Members may occupy Members unit under such conditions as may be prescribed by the Board of Directors in the rules and regulations.

**ARTICLE 8 — TRANSFERS AND AVAILABLE UNITS**

Neither this Agreement nor the Member's right of occupancy shall be transferable or assignable except in the same manner as may now or hereafter be provided for the transfer of memberships in the By-laws of the Corporation.

Members may transfer from one unit to another if available. A member seeking transfer must request in writing to the Board or Occupancy Committee, stating the reason(s) for the request. Transfers for medical reasons related to the apartment requested shall be given priority.

Members hereby certify that neither they nor anyone authorized to act for them will refuse to sell their membership, after the making of a bona fide offer, or refuse to negotiate for the sale of, or otherwise make unavailable or deny the membership to any person because of race, color, religion, or national origin. Any restrictive covenant or cooperative property relating to race, color, religion or national origin is recognized as being illegal and void and is hereby specifically disclaimed. Civil action for preventive relief may be brought by the Attorney General in any appropriate U.S. District Court against any person responsible for a violation of this certification.

**ARTICLE 9 — MANAGEMENT, TAXES AND INSURANCE**

The Corporation shall provide necessary management, operation and administration of, the project; pay or provide for the payment of all taxes or assessments levied against the project; procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance as required by any mortgage on property in the project, and such other insurance as the Corporation may deem advisable on the property in the project. The Corporation will not, however, provide insurance on the Member's interest in the dwelling unit or on his personal property.

**ARTICLE 10 — UTILITIES**

The Corporation shall provide water and trash removal in amounts, which it deems reasonable. Members shall pay directly to the supplier for all other utilities.

**ARTICLE 11 — REPAIRS**

**A.** By Member: Members agree to repair and maintain the dwelling unit at their own expense as follows:

1. Any repairs or maintenance necessitated by their own or their guests' negligence or misuse.

2. Any redecoration of their own dwelling unit.

3. Any repairs, maintenance or replacement required on items not furnished by the Corporation.

**B.** By Corporation: The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause A of this Article. The officers and employees of the Corporation shall have the right to enter the dwelling unit of the Members in order to effect necessary repairs, maintenance, and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others at any reasonable hour of the day and in the event of emergency at any time.

**C.** Right of Corporation to Make Repairs at Members Expense: In case Members shall fail to effect the repairs, maintenance or replacements specified in clause A of this Article in a manner satisfactory to the Corporation and pay for same, the latter may do so and add the cost thereof to the Members next month's Carrying Charge payment.

**ARTICLE 12 — ALTERATIONS AND ADDITIONS**

Members shall not, without the written consent of the Corporation, make any structural alterations in the premises or in the water, gas or steam pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the premises.

If the Members for any reason shall cease to be an occupant of the premises, he shall surrender to the Corporation possession thereof, including any alterations additions, fixtures and improvements.

The Member shall not, without the prior written consent of the Corporation, install or use in his dwelling unit any air conditioning equipment except as provided by the Corporation, washing machine, clothes dryer, electric heater, or power tools. The Member agrees that the Corporation may require the prompt removal of any such equipment at any time, and that his failure to remove such equipment upon request shall constitute a default within the meaning of Article 13 of the Agreement.

**ARTICLE 13 — DEFINITION OF DEFAULT BY MEMBER AND EFFECT THEREOF**

It is mutually agreed as follows: At any time after the happening of any of the events specified in clauses A to I of this Article the Corporation may at its option give to the Member a notice that this Agreement will expire at a date not less than ten (10) days thereafter. If the Corporation so proceeds all of the Member's rights under this Agreement will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Corporation, it being the intention of the parties hereto to create hereby conditional limitations, and it shall thereupon be lawful for the Corporation to re-enter the dwelling unit and to remove all persons and personal property there from, either by summary dispossess proceedings or by suitable action or proceeding, at law or in equity or by any other proceedings which may apply to the eviction of tenants or by force or otherwise, and to repossess the dwelling unit in its former state as if this Agreement had not been made:

**A.** In case at any time during the term of this Agreement the Member shall cease to be the owner and legal holder of a share of the stock of the Corporation.

**B.** In case the Member attempts to transfer or assign this Agreement in a manner inconsistent with the provisions of the By-laws.

**C.** In case at any time during the continuance of this Agreement the Member shall be declared bankrupt under the laws of the United States.

**D.** In case at any time during the continuance of the Agreement a receiver of the Member's property shall be appointed under any of the laws of the United States or of any State.

**E.** In case at any time during the continuance of this Agreement the Member shall make a general assignment for the benefit of creditors.

**F.** In case at any time during the continuance of this Agreement any of the stock or membership of the Corporation owned by the Member shall be duly levied upon and sold under the process of any Court.

**G.** In case the Member fails to effect and/or pay for repairs and maintenance as provided for in Article 11 hereof.

**H.** In case the Member shall fail to pay any sum due pursuant to the provisions of Article 1 or Article 10 hereof.

**I.** In case the Member shall default in the performance of any of his obligations under this Agreement.

The Member hereby expressly waives any and all right of redemption in case he shall be dispossessed by judgment or warrant of any Court or Judge, the words “enter”, “re-enter”, and “re-entry”, as used in this Agreement are not restricted to their technical legal meaning, and in the event of a breach or threatened breach by the Member of any of the covenants or provisions hereof, the Corporation shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings, and other remedies were not herein provided for.

The Member expressly agrees that there exists under this Occupancy Agreement a landlord-tenant relationship and that in the event of a breach or threatened breach by the Member of any covenant or provision of this Agreement, there shall be available to the Corporation such legal remedy or remedies as are available to a landlord for the breach or threatened breach under the law by a tenant of any provision of a lease or rental agreement.

The failure on the part of the Corporation to avail itself of any of the remedies given under this Agreement shall not waive nor destroy the right of the Corporation to avail itself of such remedies for similar or other breaches on the part of the Member.

**ARTICLE 14 — MEMBER TO COMPLY WITH ALL CORPORATE REGULATIONS**

The Member covenants that he will preserve and promote the cooperative ownership principles on which the Corporation has been founded, abide by the Charter, By-laws, rules and regulations of the Corporation and any amendments thereto, and by his acts of cooperation with its other members bring about for himself and his co-members a high standard in home and community conditions. The Corporation agrees to make its rules and regulations known to the Member by delivery of same to him or by promulgating them in such other manner as to constitute adequate notice.

**ARTICLE 15 — EFFECT OF FIRE LOSS ON INTERESTS OF MEMBER**

In the event of loss or damage by fire or other casualty to the above-mentioned dwelling unit without the fault or negligence of the Member, the Corporation shall determine whether to restore the damaged premises and shall further determine, in the event such premises shall not be restored, the amount which shall be paid to the Member to redeem the common stock of the Member and to reimburse him for such loss as he may have sustained.

If, under such circumstances, the Corporation determines to restore the premises, Carrying Charges shall abate wholly or partially as determined by the Corporation until the premises have been restored. If on the other hand the Corporation determines not to restore the premises, the Carrying Charges shall cease from the date of such loss or damage.

**ARTICLE 16 — INSPECTION OF DWELLING UNIT**

The Member agrees that the representatives of any mortgagee holding a mortgage on the property of the Corporation, the officer and employees of the Corporation, and with the approval of the Corporation the employees of any contractor, utility company, municipal agency or others, shall have the right to enter the dwelling unit of the Member and make inspections thereof at any reasonable hour of the day and at any time in the event of emergency.

**ARTICLE 17 — SUBORDINATION CLAUSE**

The project, of which the above-mentioned dwelling unit is a part, was purchased by Merritt Island Co-op Apartments, Inc. with the assistance of a mortgage loan advance to Merritt Island Co-op Apartments, Inc. by a private lending institution with mortgage insurance under the provisions of the National Housing Act. Therefore it is specifically understood and agreed by the parties hereto that this Agreement and all rights, privileges and benefits hereunder are and shall be at all times subject to and subordinate to the lien of a first mortgage and the accompanying documents executed by Merritt Island Co-op Apartments, Inc., whose entire stock is held by the Corporation. As of April 1st, 2018, Merritt Island Co-Op had an indebtedness payable to National Cooperative Bank in the unpaid principal sum of $1,412,220.00, with interest at 3.85% per centum and insured or to be insured under the provisions of the National Housing Act, and to any and all modifications, extensions and renewals thereof and to any mortgage or deed of trust made in replacement thereof and to any mortgage or deed of trust which may at any time hereafter be placed on the property of the Merritt Island Co-op Apartments, Inc. of any part thereof. The Member hereby agrees to execute, at the Corporation's request and expense, any instrument which the Corporation or any lender may deem necessary or desirable to effect the subordination of this Agreement to any such mortgage, or deed of trust, and the Member hereby appoints the Corporation and each and every officer thereof, and any future officer, his irrevocable attorney-in-fact

during the term hereof to execute any such instrument on behalf of the Member. The Member does hereby expressly waive any and all notices of default and notices of foreclosure of said mortgage which may be required by law.

In the event a waiver of such notices is not legally valid, the Member does hereby constitute the Corporation his agent to receive and accept such notices on the Member's behalf.

**ARTICLE 18 — LATE CHARGES AND OTHER COSTS IN CASE OF DEFAULT**

The Member covenants and agrees that, in addition to the other sums that have become or will become due, pursuant to the terms of this Agreement, the Member shall pay to the Corporation a late charge in an amount to be determined from time to time by the Board of Directors for each payment of Carrying Charges, or part thereof, more than 5 days in arrears. The member shall pay to the Corporation a late charge in the amount of $20.00 for each payment of Carrying Charges, or part thereof, more than (5) days in arrears, in accordance with the vote of the Board of Directors on March 24, 2023.

If a Member defaults in making a payment of Carrying Charges in the performance or observance of any provision of this Agreement, and the Corporation has obtained the services of any attorney with respect to the defaults involved, the Member covenants and agrees to pay to the Corporation any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case such a suit is instituted, the Member shall also pay the costs of the suit, in addition to other aforesaid costs and fees.

**ARTICLE 19 — NOTICES**

Whenever the provisions of law or the By-laws of the Corporation or this Agreement require notice to be given to either party hereto, any notice by the Corporation to the Member shall be deemed to have been duly given, and any demand by the Corporation upon the Member shall be deemed to have been duly made if the same is delivered to the Member at his unit or to the Member's last known address, and any notice or demand by the Member to the Corporation shall be deemed to have been duly given if delivered to an officer of the Corporation. Such notice may also be given by depositing same in the United States mails addressed to the Member as shown in the books of the Corporation, or to the President of the Cooperative, as the case may be, and the time of mailing shall be deemed to be the time of giving of such a notice.

**ARTICLE 20 — PETS**

By vote of the membership of the Merritt Island Cooperative Housing Association, Inc., on February 1, 2005, pets are permitted with the following restrictions:

**1)** No Dogs (with the exception of service dogs)

**2)** No more than 2 pets per unit

**3)** Pets must be confined to unit and use a litter box

**4)** Weigh no more than 25 pounds when fully grown

**5)** A $250.00 deposit for 1st pet, $50.00 pet and both are non-refundable

**6)** Pets must be spayed or neutered and a copy of rabies vaccination and license must be on file at the office.

**ARTICLE 21 — ORAL REPRESENTATIONS NOT BINDING**

No representations other than those contained in this Agreement, the Charter and the By-laws of the Corporation shall be binding upon the Corporation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed the day and year first above written.

MERRITT ISLAND COOPERATIVE HOUSING ASSOCIATION, INC.

By Member:

_____

By President:

_____

**SCHEDULE A — MONTHLY CARRYING CHARGES**

Effective January 1, 2027, the monthly Carrying Charges under Article 1 of this Agreement are:

1 bedroom unit: $392.00 per month + property taxes

2 bedroom unit: $502.00 per month + property taxes

3 bedroom unit: $629.00 per month + property taxes

Carrying Charges are determined annually by the Board of Directors under Article 1. The amounts above are the charges in effect for 2027; each amount is plus the Member's per-unit share of property taxes. This schedule will be updated as the Board sets new charges.

*Occupancy Agreement form as posted at michafl.org — updated November 19, 2026. Reference only; executed agreements control.*