

Letter to Applicants Deer Ridge Mobile Home Cooperative

A Resident Owned and Operated Community

Thank you for interest in our community. We hope you consider joining us as resident owners. We strive to maintain a positive and well-kept community.

About the Community

- This is a people-oriented community; we help each other
- Conveniently located for natural beauty, employment, and shopping
- Clean and well maintained
- Strong sense of community
- Members create and live by the Community Rules. Please read them before you join. From time to time members vote to amend them as necessary and as a member you will be allowed to take part in this process.

About Cooperative Living

- You will be an owner *and* a tenant. You will own one share in the cooperative, which collectively owns the entire community.
- Members (you) vote on the annual cooperative budget and other major decisions.
- Members all participate from time to time as volunteers in running the cooperative and the community, in order to keep costs down.
- The cooperative is governed by the co-op's bylaws. Please read them before you join. Ask questions, if you have them.

About the Application Process

- Completed applications along with consent forms, proof of income and copy of photo ID(s)- have been sent to our appointed Agent for screening in accordance with our adopted screening policies.
- Please read and keep the Community Rules, Bylaws and Maine Title 10 provided in this folder. We have also included a copy of the Member Occupancy Agreement for you to review. This will be signed by all parties only if you are approved for membership.
- If you meet our screening policies, you will be invited for an interview with the Membership Committee.
- After the interview, the Board of Directors will meet to either approve or deny your application. This may take up to 7 days.
- Applicants are notified of their acceptance or denial in writing.

If you are approved:

Before you may move in

- Pay your \$100.00 Membership Fee (this one-time fee is fully refundable when you sell your home, less any outstanding fees owed to the cooperative).
- Submit a pet compliance agreement for all household pets- including photo of each pet with the form.
- Execute the Occupancy Agreement signed by all title holders and their spouses or partners in civil union, with all other household members listed.
- Pay your first monthly lot rent fee **of \$180.00**.
- Provide copy of bill of sale or other documentation showing member ownership and proof of homeowners' insurance on the home.
- Sign the Rules/Bylaws/Occupancy Agreement acknowledgement form

- Complete a volunteer interest form for your household

After you move in

- Learn how the cooperative works; attend a board meeting.
- Sign up to participate on a committee.
- Participate in post move in engagement mini-meetings – these are information meetings to allow new members engaged and informed.
- Get to know your neighbors- you are now part of the community!

If you have questions, please call and ask to speak to our Membership Committee Chairperson- Beverly Chase 207-242-7098



Deer Ridge Mobile Home Cooperative
Application for Membership

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

Applying for: _____ (Address)

Current owner: _____

Applicant: _____

Co-applicant: _____
(if more than two applicants, please ask for an additional application)

Name(s) that will be listed on Bill of Sale:

Current address: _____ (street)
_____ (city, state, zip)

Home phone: _____ Work phone: _____

Length of time at this address: _____

Current landlord: _____ Phone: _____

If less than three (3) years at current address, list previous addresses:

Address (street, city, state, zip):

Landlord: _____ Phone: _____

Address (street, city, state, zip):

Landlord: _____ Phone: _____

Applicant employer: _____ Phone: _____

Address: _____

Co-applicant employer: _____ Phone: _____

Address: _____

Please list all sources of *monthly* income to be considered towards payment of lot rent:

Applicant income:

Co-applicant income:

Amount \$ _____ Source _____

Amount \$ _____ Source _____

Amount \$ _____ Source _____

Amount \$ _____ Source _____

Amount \$ _____ Source _____

Amount \$ _____ Source _____

Anticipated monthly expenses:

Mortgage(s): _____

Car Payment(s): _____

Electric: _____

Auto Insurance: _____

Cable/Internet: _____

Homeowners Ins.: _____

Heat: _____

Phone(s): _____

Other: _____

Number of persons who plan to occupy home _____

Are you or any members of your household required to register as a sex offender?

Yes No

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

1. Name: _____ Phone: _____

Relationship: _____

2. Name: _____ Phone: _____

Relationship: _____

3. Name: _____ Phone: _____

Relationship: _____

Please read the following information before signing this application:

To join **Deer Ridge Mobile Home Cooperative**, I/we are aware that a Membership Fee of \$100 must be paid before I/we 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.

I/we understand that this application in no way guarantees my/our acceptance into the Cooperative/Community. I/we authorize the Cooperative to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless the Cooperative, its contracted financial Manager, and its employees and/or tenants, from any action arising from these inquiries.

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 account of that person's sexual orientation in the approval of its members.

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

Disclaimer: I understand that should I 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 the 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 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 are not accompanied by the proper documentation will be returned to the applicant(s).

This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. 1681b(a)(2).

I/WE further authorize the **Deer Ridge Mobile Home Cooperative** to contact the references listed on my/our application in order to assess my/our **Application for Membership** in said Cooperative.

Deer Ridge Mobile Home Cooperative to verify past and present landlord references in order to assess my/our **Application for Membership** in said Cooperative.

It is understood that a photocopy and/or facsimile of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my/our **Membership Application**.

Applicant

Date

Co-applicant

Date

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identify theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without

your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional rights. For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center- FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921 Department of Agriculture	Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.



COOPERATIVE
DEVELOPMENT
INSTITUTE

The Northeast Center
for Cooperative Business

Resident-Owned Community Living

Living in a Resident-Owned Community (“ROC”) is different from living in an investor-owned park. This type of community living is unique – homeowners in ROCs are not simply tenants in a park, they are *members* of a ROC and *owners* of a business. As a ROC member it is important for you to understand that:

- The ROC is a nonprofit organization incorporated under applicable Maine laws. It is owned by its members. Individual homeowners do not own the land underneath their homes; the ROC does. Despite its nonprofit status, the ROC is run much like a business.
- The ROC has member-approved Bylaws, which spell out how the business is governed.
- The ROC is democratically governed by a one-member, one vote system. Each member (that is, each household), has equal decision-making authority.
- New homeowners moving into the community are required to become members, binding them to the Bylaws and Community Rules and enter into an Occupancy Agreement, which is the tenancy agreement with the ROC. The Occupancy Agreement also refers to and is subject 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 ROC (which is *different* than being evicted from the community) for obstructing the management of the ROC. This is a serious matter and not to be taken lightly – members who are expelled typically lose voting and other privileges.

The Board, officers and the appointed committee members must adhere to the ROC’s Bylaws and Community Rules, as well as to state and federal laws. They are also ROC members, and are accountable to their fellow members. They must run the ROC in a fair, consistent, democratic and businesslike manner.

ROC membership has rewards, rights and responsibilities. The strength of a ROC is directly related to the participation and commitment of its members. By participating in the ROC, 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.

Deer Ridge Mobile Home Cooperative, Inc.

**Bylaws/Community Rules/ Occupancy Agreement
Acknowledgement Form**

I/We _____ are applying for
membership in the Deer Ridge Cooperative for the lot located at _____(street address).

I/we have received and read a copy of Deer Ridge Mobile Home Cooperative Bylaws, Community
Rules, and **Occupancy Agreement**.

By signing and dating this form, I/we acknowledge that we understand and will obey the Bylaws,
Community Rules, and **Occupancy Agreement** of Deer Ridge Mobile Home Cooperative. If I/we
do not follow these bylaws and rules, 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: _____

**Deer Ridge Cooperative
Pet Registration Form**

Please fill out one form per pet.

Please attach a photo of your pet to this registration form.

Pet owner's name(s) _____

Pet owner's address: _____

Pet owner's phone number: _____

Pet owner's email address: _____

Pet's name: _____ Tag #: _____

_____ cat _____ dog

_____ other – specify: _____

Breed: _____ Color: _____

If you are not at home, who can handle this pet?

Name: _____ Phone: _____

Failure to comply with the Community Rules, specifically related to pets, is a breach of your Occupancy Agreement and is sufficient grounds for eviction.

The Community Rules, specifically related to pets, will be strictly enforced.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

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The Community Rules, specifically related to pets, will be strictly enforced.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Deer Ridge Mobile Home Cooperative Inc. Volunteer Interest Sheet

We believe that every member of the co-op has unique talents that can be shared with the community. As such, we want to know a little bit about your interests, as well as areas in which you may have expertise. Please check all interests that you feel comfortable doing (or are willing to learn). We all own this community together, we look forward to everyone contributing when and how they can.

Maintenance:

- | | |
|---|--|
| <input type="checkbox"/> Inspect roadways, common areas for plow damage in the spring | <input type="checkbox"/> Participate in fall / spring clean-up day |
| <input type="checkbox"/> Landscaping or beautification – planting, mulching, etc. | <input type="checkbox"/> Mowing common area |
| | <input type="checkbox"/> Other general maintenance |

Co-op Assistance:

- | | |
|---|---|
| <input type="checkbox"/> Compile annual and special membership meeting packets | <input type="checkbox"/> Coordinate condolence packages for neighbors |
| <input type="checkbox"/> Stay informed of latest resources at town/state/local organizational level | <input type="checkbox"/> Coordinate care packages for neighbors in need |
| <input type="checkbox"/> Taking notes | <input type="checkbox"/> Check in on the ill or elderly |
| | <input type="checkbox"/> Publish a newsletter |
| | <input type="checkbox"/> Grilling / Cooking / Baking |

Committee

- Finance Team:
Meets quarterly to review financial reports, financial trending reports, and make recommendations to the Board.
- Maintenance Team:
Meets quarterly to identify which maintenance items the Operations Manager should put out to bid and which ones volunteers can take on. Team members then sign up for specific tasks to be completed over the next quarter/season.
- Member Screening Team:
Reviews applications for membership and works with Board to recommend approval or denial. Welcomes new residents to resident ownership once approved for membership.

_____ Social Team/ Wellness Committee:

Plans fun community-wide events. Promotes wellness events and materials for member households.

_____ Street Captains:

In charge of all communication to be hand delivered to residents. Each member of the team takes on 1-2 streets.

We are committed to keeping our community a great place to live! Thank you for taking the time to complete this. The Board of Directors will be in touch to coordinate volunteers with tasks.

Name: _____

Address: _____

Email: _____

Phone number: _____

Best time to call: _____

Preferred method of Contact? _____

DEER RIDGE MOBILE HOME COOPERATIVE

Member Occupancy Agreement

Address: _____

This Agreement, made and entered into on _____ [DAY], this _____ [DATE] day of _____ [MONTH], 20____, by and between Deer Ridge Mobile Home Cooperative (hereinafter called the "Cooperative"), and _____ [NAMES] (hereinafter called the "Member") of _____ [STREET ADDRESS AND LOT] in Augusta, Maine.

WHEREAS, the Cooperative was organized to own and operate a manufactured housing community, now known as Deer Ridge Mobile Home Cooperative, (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Cooperative has made available a complete copy of the Articles of Incorporation, the Bylaws of the Cooperative, and the Cooperative's most current financial statements; and

WHEREAS, the Member has a bona fide intention to reside in the Community and to continue such residence during Membership; and

WHEREAS, the Member has paid or agrees to pay the Membership Fee of \$100.00; and

WHEREAS, the Cooperative and the Members deem it to be in their mutual interest to commemorate the Membership and rental arrangement in written form.

NOW THEREFORE, the parties do agree as follows:

Article 1 - Premises: The Cooperative leases to the Member and the Member leases from the Cooperative above mentioned lot at _____ [STREET ADDRESS AND LOT NUMBER] (hereinafter called the "Lot") in the Community.

Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the bylaws of the Cooperative, 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 the Cooperative.

The Member acknowledges awareness that Maine law gives a subscriber or purchaser of a cooperative interest the right to cancel the subscription agreement or sales agreement without penalty upon provision of written notice to the Cooperative Board of Directors within 10 days of the date of signing the agreement. In the event said right is exercised, all money must be returned to the Member within 14 days of receipt of the notice of cancellation.

Article 3 - Lot Rent: The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of \$_____ or Members owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Cooperative, as estimated by its Board of Directors, to meet its expenses and reserves. The Lot Rent may be increased according to the bylaws, with a thirty (30) day written advance notice. If a member is expelled the lot rent will increase to the nonmember rate which is **\$25.00** more than member rent.

The Lot Rent must be paid on the first day of each month and there is a late payment fee, set by the Board of Directors (but not exceeding 4%) for Lot Rent received after the 15th day of each month. All such late fees as well as additional costs allowed by this agreement shall be considered additional rent hereunder.

The lot rent includes all current taxes on the land of the Corporation, and any governmental fees related to the Member's mobile home.

Article 4 – Unpaid Rents: Member (and Member's spouse signing this agreement for these purposes, if not as a Member) recognizes that the Cooperative will not allow a home to remain in the community at the time or enter into a new occupancy agreement with any perspective buyer, if there are funds owed to the Cooperative.

Article 5 - Membership Fee: The Member has paid or will pay the Membership Fee by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Cooperative; the

payment plan agreed to in the Membership Agreement is hereby incorporated by reference into this Occupancy Agreement.

Article 6 - Refunds: The Cooperative 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 and with the Cooperative's by-laws, and permissible under the terms and provisions of any agreements with the Community's creditors, as applicable from time to time.

Article 7 - Member's Further Obligations and Covenants: The Member shall comply with all federal, state, municipal and other applicable laws, with this Agreement, with the Articles of Incorporation and bylaws of the Cooperative, and with the Community Rules of the Cooperative now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable rules and bylaws in effect at the execution of the Occupancy Agreement.

The Member further agrees: to participate "Cooperatively" in the operation and management of the Cooperative by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Members, other tenants, or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Cooperative; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Member's family, guests and invitees; and otherwise to obey and to comply reasonably with all Community Rules.

The Member shall be responsible for all basic maintenance and repair of the Lot, with the exception of any underground system, such as underground oil tanks, or water, electrical or septic systems, unless the need for such repair arises from the willful or negligent acts or omissions of the Member or of the Member's family, cohabitants, guests or invitees. The Member owns and is responsible for all repairs and maintenance of any Above-ground Fuel-storage Tank (AST) on Member's lot. All ASTs shall be in compliance with state, local and other applicable laws and regulations. Any tank not in compliance at the time of the signing of this Agreement shall be brought into compliance at time of occupancy or such other time as may be agreed to pursuant to a separate written consent of the Cooperative Board of Directors. Any tank not brought into compliance with such standards at time of occupancy or within the time given in a written notice from the Director of Operations or Cooperative Board of Directors at any other time during the term of this Agreement, may be replaced by the Cooperative at the expense of the Member, and such expenses may be collected and assessed in the same manner as rents under landlord-tenant law.

Members are strongly urged to carry homeowner's insurance. Member shall indemnify the Cooperative against any loss arising from the Member's failure to keep homeowner's insurance current.

Article 8 - Cooperative's Covenants: The Cooperative shall comply with all duties set forth under the law, and it agrees to abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, bylaws or Community Rules, as they now exist and as they may be amended from time to time.

So long as the Member shall have provided a safe and properly maintained connection capability, the Cooperative agrees to provide water and sewer utilities to the Member's Lot and to maintain these utilities in good and reasonable working order; to plow and to maintain roads providing ingress to and egress from the Community, to maintain common areas in a reasonably neat and attractive manner; to manage the Community and the Cooperative's finances responsibly, including the payment of liability insurance and property taxes on the land; to report the significant and material doings and undertakings of the directorship to the Membership, and any special meetings that may be called from time to time; to provide copies of the annual audit of the Cooperative's finances; and not to discriminate against the Member in the provision of any services it is required to provide.

Article 9 – Eviction/Expulsion: The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules, as they now exist or as they may hereafter be amended from time to time, or for any reason specified by law.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as that they may be expelled for any reason specified in the Bylaws, as they now exist and as may hereafter 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 to 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 10 - Assignment: The rights set forth herein may be assigned or the Member's home may be sublet to a third party (in special circumstances) subject to approval by the Cooperative Board of Directors, upon the Member's satisfactory proof of hardship and upon such terms and for such time periods as the Board shall reasonably deem appropriate. The proposed assignee or subtenant shall complete an application for residency and provide evidence of financial ability to pay the Rent and other charges associated with ownership of the unit. An application shall be acted upon within ten (10) days of receipt by the Cooperative Board of Directors, and any such failure to act shall be deemed an approval of the application.

Article 11 - Limitation on Member's Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of the Association Bylaws and the Community Rules, as they may be amended from time to time, and agrees to abide and comply therewith.

Article 12 - Invalidity: If any clause, part of a clause or provision of this Agreement shall be determined to be invalid on its face or as applied 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 13 - Waiver: Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

Article 14 - Notices: Whenever the provisions of law or of the Cooperative Bylaws require Notice to be given to either party, any notice by the Cooperative to the Member shall be deemed to have been duly given if the notice is delivered personally 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 Cooperative. 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 Cooperative, 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 the giving of such notice.

Article 15 - Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws or the Community Rules of the Cooperative, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Cooperative.

Article 16- Incorporation of Articles of Incorporation, Community Rules, Bylaws and Cooperative Resolution: The Articles of Incorporation, the bylaws, all Cooperative resolutions, and the Cooperative's duly adopted Community Rules, now in effect, or as later amended from time to time, shall be binding upon the Cooperative and the Members.

Article 17- Fees and Costs- In the event any legal action is commenced by the Cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay for filing fees and service of process. These costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Cooperative. The costs incurred by the Cooperative 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 this document and the Community Rules. The Cooperative shall be liable for such fees in the event the homeowner prevails completely in any such action.

In the event a legal action is commenced against the Cooperative by a homeowner, if the homeowner prevails, the homeowner shall be entitled to the costs of filing fees and service of process. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

Article 18 - Time of the Essence: Time is of the essence with respect to this Occupancy Agreement and any term, covenant or condition contained herein.

Article 19 - Joint and Several Liability: 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.

Article 20 - Assignment to Lender: The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Occupancy Agreements between the Cooperative and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

Article 21 - Home Financing Contact: The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

Article 22 –Contact Information:

Homeowner Name(s): _____ Telephone: _____

Names of each additional person(s) living at the above address:

Emergency Contact Information

List the name, address, and phone number of the person you would want notified in case of an emergency:

Email Address:

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Cooperative Officer:

Signature: _____ Print: _____

Title: _____

Member(s)(Head of household):

Signature: _____ Print: _____

Other Members

Signature: _____ Print: _____

Signature: _____ Print: _____

All titled Members must sign above. Untitled spouses, partners in civil unions, and/or roommates are also encouraged to sign above.

Non- titled spouses must sign to acknowledge interest of Cooperative in the case of delinquent rent.

Signature: _____ Print: _____

Community Rules

Deer Ridge Mobile Home Cooperative

A Resident Owned Community

Owned and operated by: Deer Ridge Mobile Home Cooperative Members

Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 30 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY

YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 45 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST NOTIFY THE COMMUNITY IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE:

6 State House Station Augusta, ME 04333

online at:

http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27934

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I. GENERAL RESPONSIBILITIES

- 1) The cooperative is responsible for:
 - All underground utilities and well house maintenance
 - Snowplowing of roads
 - Maintenance of roads and common areas
 - Utility Poles – if owned by the Cooperative
 - Enforce the community rules of the co-op

- 2) The homeowner is responsible for:
 - Hooking up to utilities and maintaining connections
 - Keeping the home fit for human habitation (running water and working sewer)
 - Upkeep of their lot
 - The care, maintenance and snow removal of their own walk-ways and driveways.
 - Sanding of roads in front of the home
 - Obeying community rules
 - Payment of lot rent on time
 - Prominently displaying the street number on the front of the home for emergency location (911)
 - All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the co-op.

- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.

- 4) The speed limit in the community is seven (7) miles per hour.
- 5) Discharge of firearms, BB guns, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed.

II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed per home is 4. Only in cases of hardship will additional occupants be allowed to reside in the home. If additional occupants are approved by the Board, a fee of \$25.00 per month will be charged to the home for each individual over 4.
- 2) All lot rents are due on the first (1st) day of the month. There is a four (4) percent late charge for rent received after the fifteenth (15th) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed thirty dollars (\$30.00) over the current bank fees per check. No re-deposits will be made. Non-members will pay \$100.00 dollars above the prevailing member lot rent.
- 3) Any homeowner wishing to sell or remove their home is required to give a forty-five (45) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative as a condition of allowing the home to remain in the community.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

- a) For sales of homes:
 - i) Cooperative will not execute a new Occupancy Agreement until all monies owed are paid to the Cooperative or an acceptable written arrangement to pay any back owed amounts is executed and approved by the Board of Directors of the Co-op.
 - ii) Upon sale of the home, the Board must be provided a copy of the Bill of Sale containing the seller, buyer, date, and amount of sale.
 - iii) If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with Maine state law.

- b) For removal of homes:
 - i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
 - ii) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
 - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
- c) For homes to be moved in:
 - i) The Board of Directors requires written approval of all new and used homes prior to delivery.
 - ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community.
 - iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
 - iv) All work must meet the minimum standards set by the State of Maine

- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.

- 5) Septic systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a co-op member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.

- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The

cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Cooperative's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.

- 7) Notify the Board of Directors if there are any additions of occupants in your home that exceeds fourteen (14) days. In all cases, the total number of occupants shall not exceed the Cooperative established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party, unless joining the membership. Each additional adult Occupant must meet the Cooperative Criminal Background Criteria. Occupancy may NOT exceed limits set for the home-site (lot).
- 8) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 10) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 11 pm to 7 am.
- 12) Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. For the protection of the park's water system, the preferred method for heating systems is propane. All oil tanks must be double walled, double bottom or must be a tank with secondary containment. All ASTs shall be in compliance with "SAFETANK" standards as published by the Maine Department of Environmental Protection (DEP) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of

the homeowner and such expenses may be collected and assessed in the same manner as rents under Maine State Law.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railings on opening side and in accordance with the town's building code.
- 4) Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
 - a) may not exceed (12' X 12 X 12')
 - b) roof is pitched
 - c) doors and windows stay in good repair and are able to be closed
- 5) All new construction of buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request, and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the City's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 6) Pools and trampolines are strictly prohibited!
- 7) Commercial signs are not allowed.

IV. SITES

- 1) Freestanding clotheslines are permitted at the rear of the home. Stringing lines from sewer or utility lines is not permitted.

- 2) Rubbish removal is the homeowner's responsibility. If outside, rubbish is to be kept in closed containers designed for that purpose and out of sight if possible. Trash is picked up on Friday morning by the City at the front of the park and cannot be placed there until the morning of pick-up.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the homeowner's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of rubbish is **not** permitted. Burning of leaves and other organic materials is allowed if a permit is obtained by the City Fire Department. Gas and charcoal grills are permitted but permanent fireplaces are not permitted. Barbeque pits are only allowed if a permit is given by the City Fire Department. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative purposes only and no higher than three (3) feet. No lot perimeter fences are allowed. The Board of Directors has final approval on fences.
- 7) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! DIGSAFE regulations apply.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required.
- 9) Planting of shrubs and flowers is allowed and encouraged. If the homeowner wishes to take the flowers and shrubs with them when they move, the landscape must be returned to previous conditions.

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. If minor vehicle repair or fluid changing is to be performed in the community, fluids must be contained and disposed of properly. Major repairs are not allowed in the community.
- 2) Parking spaces will be allocated to each home. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snow plowing, emergency vehicles or the flow of traffic. If vehicles are parked in the street and do not allow for adequate space, the cooperative may have the vehicle towed at the vehicle owner's expense.
- 3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) The speed limit is seven (7 MPH).
- 6) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.

VI. ANIMALS

While the members of this community understand that animals are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Domestic pets are allowed in this community with restrictions. No more than two outdoor pets (cats or dogs) per home. Proper immunization is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed. Small household animals (other than cats or dogs) should be kept inside the home or caged. Homeowners are solely responsible for those animals if they get loose.
- 2) For dogs:
 - a) All dogs must be licensed. Proof of licensing should be given to the Board upon request

- b) Any dog with a history of aggressive behavior or biting. If a dog is found to be aggressive or an incident incurs, the Board may ask the homeowner to remove the dog from the park permanently.
 - c) Any animal that is on a list of prohibited pets, as provided by the Cooperative's insurance company.
- 3) Permitted dogs will either be restricted to their lot or walked on a leash. A barking dog may not be left outside for longer than ten minutes. Small portable kennels are allowed but they must be taken down nightly.
 - 4) Cats are allowed to roam free provided they are not damaging any property of another homeowner or showing any signs of aggressive behavior. Should this occur, the homeowner will remove the pet or confine it to the inside of the home.
 - 5) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
 - 6) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.

VII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the board shall be subject to revocation at the sole discretion of the board.

VIII. FEES AND COSTS

In the event any legal action is commenced by the Cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay for filing fees and service of process. These costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Cooperative. The costs incurred by the Cooperative 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 this document. The Cooperative shall be liable for such fees in the event the homeowner prevails completely in any such action.

In the event a legal action is commenced against the Cooperative by a homeowner, if the homeowner prevails, the homeowner shall be entitled to the costs of filing fees and service of process. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

IX. SEVERABILITY

Should any part of these rules be deemed illegal it does not mean that these entire rules are illegal.

X. LIABILITY AND INDEMNITY

The cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

Except for gross negligence of cooperative, homeowners hereby release cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by cooperative under conditions of these rules and regulations or the laws of the State of Maine.

Deer Ridge Mobile Home Cooperative Community Rules

Total 11 Pages – Approved on 8/26/17

by the Membership

The foregoing is a true and accurate account, attested by, Beverly Chase
Secretary

**BYLAWS of
Deer Ridge Mobile Home Cooperative**

ARTICLE I

- 1.1 The name of this Cooperative shall be **Deer Ridge Mobile Home Cooperative**, herein after referred to as the “Cooperative,” located in **Augusta**, County of **Kennebec**, State of **Maine**.

ARTICLE II

Purpose

- 2.1 The purpose for which this Cooperative is formed is to own and operate a manufactured housing community (commonly known as “park”), herein after referred to as the “Community,” as a Cooperative and be involved in other Cooperative activities, on a non-profit, “cooperative” basis for the benefit of the current and future resident homeowners.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the Community for the current residents, and to keep it affordable long term for low and moderate-income individuals and families. In accordance with the purpose stated in the Cooperative’s Articles of Incorporation, the Cooperative will conduct its business in a manner designed to preserve the affordability of the sites within the community for low to moderate income homeowners.

ARTICLE III

Members

3.1 Eligibility

A “Member” is defined as the adult (18-years-or-older) individual(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who

- A. Own and reside in a manufactured housing unit (herein after referred to as the “Home”) in the Community and any spouse *or partner in civil union entitled to a homestead interest* who has signed an Occupancy Agreement and the other additional adult occupants listed on the Occupancy Agreement. A person is seen as owning or co-owning a Home if he or she owns the Home directly or through his or her “living” or “Grantor” trust. A “Grantor” or “living” trust is any trust that is established by an individual under such terms as: (1) appoint him or herself as the trustee during his or her lifetime (and or competency); (2) is revocable by him or her; and (3) designates him or herself as the beneficiary for his, her or their lifetime.

“Ownership” of a home shall include, where appropriate, persons purchasing a home under a lease purchase or contract of sale, which is current and in good standing, are brought into good standing by agreement acceptable to the Board of Directors, where the home buyer has some established equity in the home.

- B. Is/are in good standing with the Cooperative. A “Member in good standing” is a Member whose lot rent and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current and who are not currently in receipt of a NTQ (Notice to Quit) that has not been remedied to the Board’s satisfaction.
- C. Is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Cooperative and in the operation of the community.

3.2 Membership Rights

- A. A Member will have a perpetual right to occupy a lot within the community as long as he or she continues payment of the lot rent and compliance with the other terms of the Member Occupancy agreement, the Bylaws of the Cooperative and the Community Rules established by the Members, all as they may be amended from time to time. However, if a Member is evicted from the Community or moves out of the Community, that Member will lose his or her right to occupy said lot.
- B. Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.

3.3 Membership Obligations

- A. All Members and non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Cooperative, may be increased by a majority vote of the Cooperative Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, with a sixty (60) day written notice to all Members and non-Members.
- B. A Member will participate cooperatively in the operation of the Cooperative.

3.4 Enrollment of Members

Approved on 2/25/17 Amended on

- A. Owners of homes seeking to reside in a Home and lease a lot in the Community must become Members of the Cooperative. Owners seeking Membership shall:
- (1) Apply for Membership on a form prescribed by the **Membership Committee**
 - (2) Be approved for Membership by a majority vote of the **Board of Directors**;
 - (3) Pay in full the Membership fee;
 - (4) Execute an Occupancy Agreement;
 - (5) Provide proof of ownership of the home through Bill of Sale or a lending contract.
 - (5) Have an intent to occupy a Home in the Community; and
 - (6) Commit to the purposes and policies of the Cooperative including the Community Rules and these Bylaws.
- B. Buyers of homes may be approved for membership conditional upon purchase and occupancy of the home.
- C. A person is considered a buyer or owner if he or she seeks to or does own or co-own a Home directly or through his/her/their "living" or "Grantor" trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member's estate, or any other event. If an existing Member transfers title to a Home to his or her "living" or "Grantor" trust, the trust will not be considered a new owner or buyer under this paragraph. Members transferring their Membership into a permissible "living" or "grantor" trust must furnish the Cooperative with either a copy of said trust document **or** a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

3.5 Membership Fee

- A. The Membership Fee shall be one- hundred (**\$100.00**). Membership Fees accumulate no interest.
- B. A Certificate of Membership shall be issued to any Member, or to trustee of any Member's "living" or "Grantor" trust, who has fully paid their Membership Fee. This certificate shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of a lot in

Approved on 2/25/17 Amended on

accordance with the Member Occupancy Agreement, provided that the holder also abides by the Community Rules of the Cooperative and does not interfere with the effective operation of the Cooperative. The certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a "living" or "Grantor" trust continue to hold a Membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy.

- C. The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Cooperative, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Cooperative; such debts and expenses being legally the responsibility of the Member. The Member shall replenish a capital balance decreased on such account in order to remain in "good standing."

3.6 Termination and Expulsion

- A. Any Member whose activity in the Cooperative is contrary to basic cooperation principles (see copy of International Cooperative Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Cooperative may be expelled from Membership in the Cooperative by the Board of Directors. Loss of Membership carries with it loss of all Membership privileges, including the perpetual right to occupy said lot and any Member lot rent. Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15) day notice. The Member's certificate shall be repurchased for the amount of the Membership Fee paid, less any debts owed and expenses due and owing the Cooperative on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. An eviction of the Member shall automatically terminate his or her Membership.
- B. The Member shall have the right to appeal the decision to terminate membership to the next Membership meeting and will be given a

Approved on 2/25/17 Amended on

reasonable opportunity to be heard, either in person or by their attorney. Members may request a Special Meeting of the Membership within a reasonable time period and such request will not be unreasonably denied. In the absence of a board call for a Special Meeting, the member may do so in accordance with Article 5.3 of these Bylaws. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member.

- C. Any Member who wishes to be represented by legal counsel as the result of a Cooperative action must notify the Board of this fact ten (10) days in advance of the meeting. The Members shall solely be responsible for the cost of his or her attorney. In no case should the Cooperative be responsible for the legal fees of the Member.

3.7 Patronage Refunds:

Members shall have a right to determine whether excess membership fees collected in any given fiscal year shall be returned to Members as patronage refund or retained as additional funding for reserves or for the needs of the following year operations. The decision may be made at the time that they approve the budget for the coming fiscal year. The Cooperative may refund or credit to the Member, within ninety (90) days of the end of its fiscal year; but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan terms, as applicable from time to time. Such patronage refunds are limited to a pro rata return of fees paid by Members in excess of the Cooperatives needs and are not from earned income from other sources.

ARTICLE IV Sale and Rental of Homes

4.1 Use of Homes

- A. In order to unify the Members and make the Cooperative stronger, all homes within the Community must be owner-occupied, with the exception of homes sold as described in 4.1B. Failure to comply with this article shall result in an eviction from the Community.
- B. If a home in the community would benefit from rehab improvements, the Board may enter into an investor rehab contract to allow the repair and rehab of the home for the purpose of reselling the home to a qualified

Approved on 2/25/17 Amended on _____

member upon completion. At no time shall an investor reside in the home. The Board shall outline the details of the contract for each instance.

- C. Rental or leasing of homes in the Community *shall not be allowed* unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determines that a hardship exists. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval. The vote of the Board of Directors shall be maintained in the official records of the Cooperative.

4.2 All Home Sales

- A. Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice forty-five(45) days in advance of that happening to the Board of Directors. Failure to give notice can result in 30 days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Cooperative. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who intend to purchase the home. The Seller shall supply the buyer with a bill of sale for the home upon purchase. The Bill of Sale shall contain the sales price, the serial number, year and model of the home along with both the names of seller and buyer.
- C. If the Cooperative is owed money by the resident or the resident is in breach of any other obligation to the Cooperative, the Board of Directors may consent to the transfer, as requested by that resident for the sale of his/her/their Home to a new buyer, but only upon approved written payment agreement between the buyer and the Cooperative. The buyer will be responsible all back rent owed and shall be evicted if such payment agreement is broken.

4.3 Sale of Member Homes

- A. For a period of thirty (30) days following the delivery of the notice to the Board, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a

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lower-income family or individual, the Member shall accept the offer from the lower-income family or individual. Provided, that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.

- B. A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- C. The Board of Directors shall purchase the Membership interest from said Member household by paying them the an amount equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Cooperative, within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Cooperative.

4.4 Vacant Lots

Any lot in the Community that becomes vacant (other than a temporary vacancy when a Member of the Cooperative replaces his or her existing manufactured home with a new or different one), shall be leased by the Board of Directors to a lower-income household approved for Cooperative Membership; provided, however, that if after advertising the lot for thirty (30) days, the Board does not receive an offer to lease from a lower-income household reasonably capable of affording the Home and living in the Community, the Board of Directors may lease the lot to any suitable household. The Board will keep a waiting list for these purposes.

ARTICLE V Membership Meetings

5.1 How the Membership Can Legally Act

- A. The Membership may act only at a properly called meeting of the Membership where a quorum is present. **One -half** of the current Membership shall constitute a quorum at a Membership meeting.
- B. A member who is not in good standing (as defined by these Bylaws at 3.1 B) shall be ineligible to vote upon any matter, and shall not be counted toward a quorum.

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- C. There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned.
- D. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules.
- E. The Bylaws of the Cooperative and the Community Rules shall be adopted or repealed by at least a majority vote of the total Membership of the Cooperative.
- F. The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- G. Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by a majority of the entire Membership. A copy of the motion and vote must be kept on file with the Cooperative's Membership meeting minutes. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted or otherwise published to the members within 3 days.

5.2 Annual Meeting

- A. The Annual Meeting of the Members shall be held in the month of February each year in the Cooperative or a place designated by the Board of Directors within 10 miles of the Community.
- B. The Board shall give written notice of the Annual Membership Meeting not less than 10 calendar days nor more than 60 calendar days before the date that such a meeting is to be held. Such written notice shall be given in writing to each Member at his/her address, and shall state the

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place, day, and time of the meeting, as well as the agenda items or subject matter to come before it.

- C. The Annual Report to the Secretary of State and the proposed annual budget of the Cooperative shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.
- D. The Board shall recommend for the approval by Membership the annual budget with proposed future rents. If Members, after meeting held or ballot conducted for said purposes, shall fail to approve a budget that meets all contractual obligations, the Board may approve such a budget without further vote of the Members.

5.3 Special Meetings of the Membership

- A. Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand.
- B. The Secretary of the Cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member not less than 10 days in advance of the meeting date. Business at a Special Meeting of the Membership is limited to the Scope of the Notice Provided.

ARTICLE VI **Board of Directors**

6.1 Number and Term of Directors

- A. The Board of Directors shall consist of 4 (four) Members who are in good standing with the Cooperative. The President and Vice President will be elected one year and the Secretary and Treasurer shall be elected in alternate years. All Directors elected shall serve for a term of **two years**.
- B. Directorships will not be denied to any person on the basis of race, creed, sex, religion, or national origin. To be eligible to serve as a Director, an individual must be a resident homeowner of a

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manufactured housing unit in the Community and be a Member in good standing with the Cooperative.

- C. No more than 2 persons from each household may sit on the Board of Directors at the same time.

6.2 Election of Directors

- A. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Cooperative, or at a special meeting held in place thereof. All newly elected Directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first.
- B. A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the Director and Officer position to be filled and those nominees known in advance of the meeting. It shall also clearly state that other nominees may come from the floor.
- C. The Board of Directors may allow for an absentee ballot for the following reasons: *(name reasons here hospitalization, shift work, infirmity, out of state)*. A request for an absentee ballot must be made at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed, the Member must request it ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.

6.3 Powers

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations.
- B. No Director may act on behalf of the Cooperative unless duly authorized by the Board of Directors.
- C. Any matters outside of the ordinary course of business or that involve the sale or encumbrance of assets shall require Member approval.
- D. The Board of Directors may from time to time set up committees and/or ad-hoc groups to work on specific responsibilities, with the committee Members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further

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explanation of these committees may be found in the policies of the Board of Directors.

6.4 Resignation

Any Director may resign at any time by delivering written notice to the Secretary or President of the Board of Directors. Such resignation will take effect upon the later of receipt or the time specified in the notice.

6.5 Removal

- A. Any Director whose actions are determined to negatively affect the operation of the Cooperative may be removed by a majority vote of the Members present at any regularly scheduled or special meeting of the Membership where a quorum is present, provided that a 10-day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after:
 - i. If initiated by the Board of Directors-a majority vote of the Board of Directors, or
 - ii. If initiated by a Membership Petition-after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership.
- B. Said Notice shall clearly advise that, once a quorum is established, a majority vote of the Members present will be needed to remove the Director.
- C. The notice shall state the date, time and place of the meeting where said vote will be taken.
- D. If the members' petition for removal of a Director does not state that the vote to remove is requested for the next Regularly Scheduled Meeting, or if the Board of Director lacks time to give the required Notice to the Director to be removed before the next Regular meeting, then the Board of Directors shall take said Petition for Removal to also be a request for a Special Membership Meeting for said purposes, and proceed in accordance with these Bylaws regarding Special Meetings, and shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such Petition. The Secretary of the Cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member not less than 10 days in advance of the meeting date.

6.6 Vacancies

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Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any regular or special meeting of the Board of Directors. The Director so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 6.1 of these Bylaws.

6.7 Compensation

Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses incurred while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement.

ARTICLE VII
Officers

7.1 Roster of Officers

meet the requirements for being a Director set forth in Article 6.1.

7.2 Election and Removal of Officers

See process for Election and Removal of Directors in Article 6.

7.3 President

The President shall serve as chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general day-to-day administration according to the authority granted by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the directives of the Board of Directors.

7.4 Vice President

The Vice President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him/her by either the Board or the President. He/she shall report on the activities of the President to the Board in the absence of the President.

7.5 Secretary

The Secretary shall keep the records of the Cooperative and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. He or she shall keep a true record of the proceedings of all meetings of the Directors and Members. If the Secretary is absent from any such meetings, the chair may request that some person act as a recording secretary to take the minutes. The

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Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating Membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.

7.6 Treasurer

The Treasurer shall have charge of all the funds of the Cooperative and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Cooperative including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Cooperative accounts shall bear the signature of at least two of these three Officers: *President, Treasurer, or Secretary*. As a standard fiscal control, a Member of the Cooperative other than the Treasurer shall reconcile the Cooperative accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.

7.7 Powers

All Officers of the Cooperative shall, subject to these Bylaws and to any vote of the Directors, have such powers and duties as the Directors shall from time to time designate, in addition to the specific powers and duties set forth above.

ARTICLE VIII **Board Meetings**

8.1 Regular Meetings

Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be provided to members of the Community no less than 3 days before the meeting. The Board shall have the sole discretion to establish the agenda for all regular meetings.

8.2 Special Meetings

Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, hour, and agenda of any special meeting shall be communicated personally to each member and Board Member not less than three days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

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8.3 Open Meetings

Regular and Special Meetings of the Board of Directors shall be open to the Membership except when the Board moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and confidentiality, or to receive or discuss advice from legal counsel. A decision may not be made in Executive Session, where minutes are not kept. Decisions must be made in the form of a motion at a public meeting.

8.4 Quorum

At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established. A Director may attend by telephone and such Director is included in a quorum count.

8.5 Action without a Meeting

- A. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes.
- B. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be provided to all Board members within 3 days.

8.6 Proxy Voting Prohibited

Proxy voting is prohibited.

ARTICLE IX **Indemnification and Bond**

9.1 Indemnification

- A. The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Cooperative.
- B. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director or Officer of the Cooperative, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Cooperative, indemnity for

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his or her reasonable expenses, including attorneys fees incurred in the defense of the proceeding, may be assessed against the Cooperative, its receiver, or its trustee, by the court in the same or a separate proceeding if (1) the person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court; and (2) the court finds that his or her conduct fairly merits such indemnity. The amount of such indemnity shall be so much of the attorneys fees incurred and other expenses as the court finds to be reasonable.

- C. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, Officer, or employee of the Cooperative, in any proceedings other than an action by the Cooperative, indemnity for his or her reasonable expenses including attorney fees incurred in the defense of the proceeding may be paid by the Cooperative if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed, to the best interest of the Cooperative; any such indemnity shall be made as authorized by majority vote of the Membership.

9.2 Bond

Each Officer, Director, employee, and agent handling funds or securities amounting to \$1,000 or more in any one year shall be covered by adequate bond in accordance with state law.

ARTICLE X Operations

10.1 Signing of Documents

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Cooperative will be signed and executed by the President and one other Director. The Board will authorize by written resolution all final documents to be so executed. No more than one individual from each Member household may have signing authority.

10.2 Disbursement of Funds

- A. All checks disbursing funds from any of the Cooperative's accounts will require the signatures of at least two Directors. No more than one individual from each Member household may have signing authority.

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B. Any decisions that may commit expenditures of *one thousand dollars (\$1,000)* or more of Cooperative resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual or special meeting of the Members. Capital Improvement and Replacement Reserve expenditures that do not appear in the member-approved Capital Improvement Plan and that exceed *two thousand dollars (2,000) increase in large Community]* per Fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or special meeting of the Membership.

10.3 Ethics, Procurement And Conflict Of Interest:

In addition to the requirements of these Bylaws, the Cooperative through a membership vote shall adopt, and all Director-Officers shall abide by, a Code of Ethics, a Procurement Policy, and a Conflict of Interest Policy.

10.4 Records

The records of the Cooperative shall be kept by the Directors then in office and transferred to newly elected Directors upon change over.

10.5 Inspection of Books and Records

- A. Records of the Cooperative shall be open to the inspection of any Member at a reasonable time and place within 72 hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.
- B. The Treasurer will make the Annual Financial Statements available to the Board within three months after the end of the fiscal year.

10.6 Fiscal Year

The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of **February** of each year. The Cooperative shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of state law.

10.7 Dissolution

In the event of dissolution of the Cooperative, the assets, after payment of the Cooperative's debts and expenses, shall be distributed in the following manner:

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- I. The face value, or the amount equal to the Membership Fee paid minus any outstanding obligation to the Cooperative, whichever is lower, shall be returned to the Members.
- II. Any surplus remaining after the distributions in paragraph I may be distributed as a contribution to any Cooperative association or other nonprofit association to which contributions are deductible from income tax under current internal revenue service regulations.

ARTICLE XI
Rules of Procedure

In case of any question not covered in these Bylaws or adopted Board policies, the guidelines in *The Standard Code of Parliamentary Procedure, Fourth Edition*, by Alice Sturgis, 2001, or *Robert's Rules of Order, Newly Revised* shall prevail.

CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of Deer Ridge Mobile Home Cooperative at its meeting held on
Feb 25, 2017 (DATE)



Name: Beverly Chase
Secretary of the Cooperative

International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership

Co-operatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

2nd Principle: Democratic Member Control

Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women

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serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organized in a democratic manner.

3rd Principle: Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the co-operative; and supporting other activities approved by the membership.

4th Principle: Autonomy and Independence

Co-operatives are autonomous, self-help organizations controlled by their members. If they enter to agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their co-operative autonomy.

5th Principle: Education, Training and Information

Co-operatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of their co-operatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of co-operation.

6th Principle: Co-operation among Co-operatives

Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional and international structures.

7th Principle: Concern for Community

Co-operatives work for the sustainable development of their communities through policies approved by their members.

These principles can be found on the International Cooperative Alliance website at <http://www.ica.coop/al-ica/>.

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