

AUCTIONEERS NOTE:

These Rules & Bylaws are subject to change.

Community Rules

Jewell Estates Cooperative

A Resident-Owned
Community

Owned and operated by: Jewell Estates Cooperative, Inc.

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 REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRES ALL RULES OF THIS PARK TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE PARK AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE PARK PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK. 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 PARK, 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 PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 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 PARK. YOU MUST NOTIFY THE PARK 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 PARK.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED, *RSA 205-A*, MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, 33 CAPITOL STREET, CONCORD, NEW HAMPSHIRE 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.

I. GENERAL RESPONSIBILITIES

- 1) The cooperative is responsible for:
 - All underground utilities
 - Snowplowing of roads
 - Maintenance of roads and common areas
 - Trees
 - Utility Poles (applicable in some co-ops)
 - Enforce the Community Rules of the co-op
 - Trash removal (Dumpster)
 - Water fees from the Town of Merrimack, NH

- 2) The homeowner is responsible for:
 - Hooking up the home to utilities and maintaining connections
 - Upkeep of their lot
 - The care, maintenance and snow removal of their own walk-ways and driveways.
 - 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. 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.
 - Sewer fees from the Town of Merrimack, NH

- 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) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly prohibited. This is a life safety issue!

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 adults allowed per bedroom is two (2).

- 2) All lot rents are due on the first (1st) day of the month. There is a twenty five dollar (\$25.00) late charge for rent postmarked after the tenth (10th) day of each month. Late fees are considered additional rent hereunder.

- 3) Cash is not acceptable for payment of rent. A returned check fee will be assessed at fifty dollars (\$50.00) over the current bank fees per check. No re-deposits will be made. Non-Members will pay twenty five dollars (\$25.00) above the prevailing Member lot rent.
- 4) Any homeowner wishing to sell or remove their home is required to give a thirty (30) 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 of 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.

If the Cooperative is owed money by the resident, the Board of Directors will sign a deed (within 15 days as required by RSA 477:44), as requested but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien (pursuant to 205-A:4-a) on the resident's home for those amounts due and owing the Cooperative. The deed should only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative, if not the Buyer will be on notice of the lien and the Cooperative may collect it against the home despite the transfer.

The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this cooperative:

- Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by RSA 205-A:4-a), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.
- Notwithstanding rights of the Cooperative under RSA 205-A:4-a or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Cooperative Rent and Other Charges owing by a Member under an

Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Cooperative's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Cooperative shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

- a) **For sales of homes:**
 - i) **The letter will contain** the agent's name, telephone number, and address;
 - ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement;
 - iii) An inspection of the lot will be conducted in compliance with RSA 205:A-2:f.
 - 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) 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.
 - iv) The homeowner must provide the Cooperative with a copy of proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.
 - 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 NH Manufactured Housing Installation Standards Board, RSA 205 D:20, part 603.
 - v) The homeowner must provide the Cooperative with a copy of proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.
- 5) Only those in-home businesses that do not create additional traffic, noise, or odor or the unreasonable use of water, sewer and/or septic to the community are allowed.
- 6) Sewer systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, diapers, non-bathroom tissue or bio-hazard material. As a co-op Member, you are an owner of our systems and premature failure of

systems 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.

- 7) 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. If using heat tapes, the homeowner is 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 co-op'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.
- 8) Notify the Board of Directors if there are any additions of occupants in your home that exceeds thirty (30) days. In all cases, the total number of occupants shall not exceed the Cooperative's 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. Each additional adult Occupant must be screened using the co-op's Criminal Background Criteria.
- 9) 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.
- 10) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 11) 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 may be cause for immediate eviction and/or expulsion.
- 12) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 8 AM.
- 13) The Homeowner 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 the National Fire Protection Association Chapter 31, State Fire Code and the Best Management Practices as published by the New Hampshire Department of Environmental Services (DES) 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 RSA 205-A:4-a. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted or stained in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches and decks are to be kept painted or stained 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 railing 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 feet x 12 feet (12'x12')
 - b) roof is pitched
 - c) doors and windows stay in good repair and are able to be closed
- 5) All 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. Said structures 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 Town'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 (with the exception of a kiddie-pool not exceeding 6 feet in diameter) and trampolines are strictly prohibited!!
- 7) Commercial signs are not allowed.
- 8) A commercial "for Sale" sign or a "For Sale by Owner" sign may be posted on the lot when homes are for sale.

IV. SITES

- 1) Freestanding clotheslines are permitted in the back yard. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish removal is the homeowner's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
- 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 owner'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 leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative purposes only and no higher than four feet (4'). 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 and replacement of all trees and shrubs is required.

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. No major vehicle repair is to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted.

- 2) Parking spaces will be allocated to each home. There is no parking on lawns. No on street parking allowed on the streets between the hours of 11:00 pm to 7:00 am and cannot interfere with snow plowing, emergency vehicles or whenever the board deems necessary.
- 3) Motorized trail bikes, ski mobiles, go-carts, and all-terrain vehicles are not to be used in the community.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) The speed limit is five miles per hour (5 MPH).
- 6) Boats, campers, RVs and commercial vehicles may be parked in the driveway only. Special permission for temporary parking request, in anywhere other than your driveway, require the prior written approval of the Board of Directors.
- 7) Tractor trailers are strictly prohibited from parking in the community.

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. Proper immunization is required by the homeowner.
- 2) Farm animals, including but not limited to, cows, chickens, horses, sheep, goats, pigs and the like, and wild animals, may not be kept or raised on Cooperative property, either as pets or for any other reason.
- 3) These dogs are prohibited:
 - a) Any dog with a history of aggressive behavior or biting.
 - b) Any animal that is on a list of prohibited pets, if provided by the co-op insurance company.
- 4) 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.
- 5) Cats are allowed to roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or confine it to the inside of the home.

- 6) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- 7) Residents may apply for an exception to the “VII. 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. ATTORNEY’S 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 all legal fees and costs incurred by the cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the 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 these Community Rules.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner’s legal fees. This is justified since the homeowner is a Member of the Cooperative and a partial owner of the Cooperative. 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 Rule, or part of a Rule, be found to be illegal, invalid and/or unenforceable, in whole or in part, by a court of competence jurisdiction or authorized local, state or federal agency, the remaining Rules, or the remaining part of the Rule affected by the invalidity, shall be unaffected and shall remain fully enforceable.

X. LIABILITY AND INDEMNITY

The Homeowner and his or her family members, guests, and invitees (collectively, “the Homeowner”) shall indemnify and hold the Cooperative, its Board of Directors, Members, representatives, and agents (collectively, “the Cooperative”) from any and all liability, loss and damage, including but not limited to, bodily injury, illness, death or property damage which the Cooperative becomes legally obligated to pay, including reasonable attorneys fees and court costs, as a result of claims, demands, judgments or costs against the Cooperative arising out of the Homeowner’s use or occupancy of the Homeowner’s lot or any Cooperative property, including but not limited to, park streets and roads, caused by or arising from the negligence, fault or liability of the Homeowner or third parties, whether such negligence, fault or liability is sole, joint or several. The Homeowner’s indemnification obligation hereunder shall include, but not be limited to, any and all liability, loss and damage arising from (i) the installation, use or maintenance of above ground fuel-storage tanks and any and all hazardous waste claims associated with the same; (ii) the keeping of pet(s) and (iii) the installation, use or maintenance of 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, or electrical lines, in, above, upon or about Homeowner’s lot or Cooperative property. The Cooperative shall not be liable to Homeowner for any liability, loss and damage arising from the acts or omissions, whether negligent or intentional, of other homeowners/occupants, Members, and their family members, guests, and invitees. The Homeowner 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 Homeowner’s improper use thereof. Nothing herein shall be deemed to release the Cooperative from its intentional or grossly negligent acts or omissions.

The Cooperative shall not be responsible for claims or damages that may be caused by the re-entering and taking of possession by the Cooperative of the Homeowner’s lot or house, as the case may be, under these rules and regulations or the laws of the State of New Hampshire regarding evictions.

Jewell Estates Cooperative, Inc. Community Rules

Total 12 Pages – Approved on November 18, 2020 by the Membership

The foregoing is a true and accurate account, attested by,

 . Secretary

Print name: Paula Orendorf

**BYLAWS of
Jewell Estates Cooperative, Inc**

ARTICLE I

- 1.1** The name of this Corporation shall be Jewell Estates Cooperative, Inc. herein after referred to as the “Cooperative,” located in Merrimack, NH, County of Hillsborough, State of New Hampshire.

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, color, national origin, religious, age, sex, sexual orientation, physical or mental disability, or familial 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 and the other adult Members of their household, all of whom has signed an 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.

[NOTE: The following is language to insert if there are persons who are living in a home which is being purchased as a “rent to own.”]

“Ownership” of a home, for purposes of qualifying for Membership, shall include persons purchasing a home under a lease-to-buy agreement where the lessee/purchaser resides in the home, the person owning title to the home is either (i) not a member, or (ii) relinquishes Membership in writing, or (iii) is a member but resides in another home within the park, and neither party to the lease-to-buy agreement is in violation of any park rules and by-laws, including but not limited to, the obligation to pay rent.

- 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.
- 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 remains in 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 5.1 of these Bylaws, with a sixty (60) day written notice of rent increase to all Members and non-Members.
- B. A Member will participate cooperatively in the operation of the Cooperative.

3.4 Enrollment of Members

- 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 Board of Directors;
 - (2) Be approved for Membership by a majority vote of the Board of Directors;
 - (3) Pay in full the Membership fee or fully executes a Membership Agreement/Promise to Pay with the Cooperative;
 - (4) Execute an Occupancy Agreement and a Membership Agreement;
 - (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.

Owners of homes in place at the time the Cooperative purchases the community have the right to become Members without Board approval as per (1) and (2) above; but, must fulfill all other Membership enrollment conditions (3), (4), (5), (6) above.

- 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 three hundred dollars (\$300) Membership Fees accumulate no interest. Membership Fees shall remain equal for all Members.
- 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 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 the copy of the 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 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 any “net savings”, as that phrase is defined in RSA 301-A:1(v), as the same may be amended from time to time, shall be returned to Members in accordance with RSA 301-A:28. In accordance with RSA 301-A:28, the Members shall decide whether the net savings shall be returned to the Members as a “patronage refund” or retained as additional funding for reserves, or for the needs of the Cooperative for the following year operations. The decision by the Members shall be made at the time they approve the budget for the coming fiscal year. For the purposes of this section, if the Cooperative is required to contribute to, or otherwise fund, a capital reserve account, or similar fund or expenditure required by any loan documents the Cooperative is a party to, such contributions or funding shall be considered a “cost of operation” for the purposes of RSA 301-A:1(v). In the event a “patronage refund” is made in accordance with this Section, the Cooperative may refund or credit the same to the Members, within one hundred and twenty (120) days, upon a satisfactory audit 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 documents which the Cooperative is a party to, all as applicable from time to time. In order to receive any refund or credit hereunder, a Member must be in good standing and current in payment of lot fees at the time of approval of the refund or credit and at the time the refund or credit is actually made. In the event a Member is not in good standing at either of those times, the Member’s “patronage refund” or credit shall first be applied against any and all amounts owed to the Cooperative by that Member. Any overage after the refund or credit is so applied shall be paid to the Member. In the event there is any dispute or question as to whether “net savings” exist for a

particular fiscal year, or how the “net savings” are determined or calculated, the Board of Directors shall obtain a written opinion from the Cooperative’s accountant as to the existence and/or amount of the “net savings” and that opinion shall be dispositive on this issue for the fiscal year in question.

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. Failure to comply with this article shall result in an eviction from the Community.
- B. Any tenancy existing in a home at the time of the park acquisition by the Cooperative may continue, and that home shall be “grandfathered” from the requirement that all homes be owner-occupied. Upon any voluntary or involuntary termination or expiration of such a tenancy for any reason, the grandfather status shall be lost and the home may not continue to be rented out but shall become owner occupied. Tenants allowed under this section are not eligible for membership.
- 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 thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in thirty (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 have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in Article 3.4, paragraph C, which applies here as well.
- 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 may insist that the consent or transfer documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident’s Home for those amounts due and owing the Cooperative. The documents

shall only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative.

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 low or moderate income family or individual, the Member shall accept the offer from the low or moderate income family or individual (as defined in this section). Provided, that the Board may authorize the sale to someone other than a low or moderate 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.

The following shall apply in all situations where Fannie Mae or USDA-Rural Development holds or guarantees an Eligible Loan on a home in this Cooperative:

A.1 Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by RSA 205-A:4-a), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.

A.2 Notwithstanding rights of the Cooperative under state law, any holder of an Eligible Loan, which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Cooperative Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Cooperative's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Cooperative shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

- B. A low or moderate 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 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 ninety (90) 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 low or moderate 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.

4.5 Cooperative Sale of Home

Notwithstanding anything else to the contrary contained in the bylaws, in the event of a public sale of a home following an eviction/expulsion, or in the event of a sale by the Cooperative after it obtained title to a home at such public sale, any existing Member of the Cooperative, or any third party, may be allowed to bid upon and purchase the said home(s) with the intent of renovating the home for resale, and/or with the intent of making a profit from the resale, so long as the following conditions are followed:

1. The Member must be in good standing with the Cooperative.
2. The Member or third party purchasing the home shall not reside in the home and/or apply for a new or additional membership.
3. The Member or third party, upon acceptance of his or her bid or offer to purchase, (“the Re-seller”) shall execute an agreement which provides: (i) identification of responsible party to pay back real estate taxes; (ii) identification of responsibility of payment of lot rent during the time title to the home is in the Re-seller’s name; (iii) that the Re-seller shall obtain the necessary liability insurance to protect the Cooperative and/or indemnifies the Cooperative; (iv) that the Re-seller shall complete renovations within a defined period of time as may be reasonably imposed by the Board of Directors; (v) that the Re-seller shall be required to attempt to sell the home to a lower income family or individual, as defined in Article 4.4, and comply with all other requirements of the Cooperative’s Rules and By-laws, including the requirement that any ultimate purchaser(s) of the home qualify for membership; and (vi) that the Re-seller shall abide by any other fair and reasonable terms and conditions imposed by the Cooperative prior to the sale.

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 quarter (25%) of the current Membership, shall constitute a quorum at a Membership Meeting. A member not in good standing (as defined by these bylaws at 3.1) shall be ineligible to vote upon any matter, and shall not be counted toward a quorum.

- B. 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 is presumed valid until the meeting is adjourned.
- C. Once a quorum has been achieved, a majority vote of Members present shall be required to approve any motion. The Members may only consider motions related to agenda items for consideration that are properly noticed before the meeting shall be approved by a majority vote of Members present in accordance with these Bylaws.
- D. 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.
- E. 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.
- F. The Policies and Procedures of the Cooperative shall be adopted, amended or repealed by a majority vote of the Board of Directors at a regular or special meeting at which a quorum is present, except for those policies in bylaw 10.3 which require member approval.
- 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, including an individual candidate's election to the Board, must be approved by a majority of the total 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 three (3) days.

5.2 Annual Meeting

- A. The Annual Meeting of the Members shall be held in the month of June each year in Merrimack, NH, or a place designated by the Board of Directors within five (5) miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- B. The Board shall give written notice of the Annual Membership Meeting not less than ten (10) calendar days nor more than forty-five (45) 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 posted and maintained at a common area, and shall state the 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, the report of the examination of the prior year's finances, 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 thirty (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 and post the notice in a common area not less than ten (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 five (5) Members who are in good standing with the Cooperative.
- B. Directorships will not be denied to any person on the basis of social, political, racial, color, national origin, religious, age, sex, sexual orientation, physical or mental disability, or familial or marital status. To be eligible to serve as a Director, an individual must be a resident homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Cooperative.
- C. All Directors shall serve for a term of two years, except that at the first election after the acquisition of the park when all directors will be elected, the Treasurer and Vice President will be elected for one-year terms. No person may serve for more than three consecutive two-year terms, in any one office, or until their successors are duly chosen.

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. Members shall elect Directors to each officer position as well as those Directors serving at large.
- C. 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. The ballots shall be sealed and opened at the Membership Meeting.

- D. The Board of Directors may allow for an absentee ballot for the following reasons: hospitalization, shift work, infirmity, out of state. A request for an absentee ballot must be made in writing 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.
- E. No more than one person per household may sit on the Board.

6.3 Powers

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations. All policies which do not require Membership approval as stated in 10.3, will be adopted and amended by the Board of Directors.
- 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. This section shall not apply to the sale of a manufactured home by the Cooperative arising from or pursuant to RSA 205-A:4-a; and shall not apply to a refinancing of a current loan which has been secured by an encumbrance on the assets of the Cooperative
- 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 explanation of these Committees may be found in the policies of the Cooperative.

6.4 Resignation

Any Director may resign at any time either verbally or in writing by delivering written notice to the Secretary or President of the Board of Directors. Such resignation will take effect immediately or at the time specified. The Board will officially acknowledge the resignation in the minutes at their next meeting.

6.5 Removal

- A. Board members who are not in good standing with the Cooperative / Association, as defined by the Bylaws will be removed from the Board by a board approved motion if they have not returned to good standing within 30 days after being given notice and the reason(s) for the lack of good standing. The date notice was given to a board member and any subsequent removal from the Board will be noted in the minutes of the Cooperative.
- B. 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 (ten) 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 where a quorum has been established, 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. *[The percentage of the membership required for a petition here may not be greater than 20%.]*
- C. 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.
- D. The notice shall state the date, time and place of the meeting where said vote will be taken.
- E. 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 thirty (30) days after receipt of such Petition. The Cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than ten (10) days in advance of the meeting date.
- F. Any Director who misses more than three (3) Board meetings in a six month (6 mo) period, unless that Director has submitted to the Board in writing reasons for the absence (e.g. illness....) may be removed from office if a majority of the Directors then in office vote for the removal.

6.6 Vacancies

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 until the next election for that position, which shall not be counted as a consecutive term.

6.7 Compensation

Directors shall serve without compensation, but shall be entitled to reasonable reimbursement for expenses paid while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may receive compensation for their freely executed contracts approved by the Board or Membership as the case may require, so long as the contract adheres to the Conflict of Interest Policy.

ARTICLE VII Officers

7.1 Roster of Officers

The Officers of the Cooperative shall consist of a President, Vice President, Secretary, Treasurer, Operations, and any other designated position as decided by the Membership. All Officers are Directors of the Cooperative and must meet the requirements for being a Director set forth in Article 6.1.

7.2 Election and Removal of Officers

Officers and Directors shall be elected by the Membership, except for vacancies that result from resignation or other means which may be filled in accordance with bylaw 6.6.

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 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 is responsible for overseeing the management of all Cooperative/Association funds. This is done by acting as the liaison between the Board of Directors and Property Management Company/Bookkeeper on a monthly basis. The Treasurer shall be the Chair of the Finance Committee. The Treasurer shall review and analyze monthly financial statements in order to prepare a Treasurers Report. He/she shall work with the Finance Committee for this analysis and review of monthly statements. The Treasurer shall be responsible to ensure that the Past Due Rent Collections Policy is enforced by Management. The Treasurer shall also ensure that all funds being spent are in accordance with the member approved Budget. All unbudgeted expenses shall be approved in accordance with Bylaws.

7.7 Operations Manager

The Operations Director is responsible for ensuring that the park is maintained and the operations remain uninterrupted. This is done by creating and implementing an annual maintenance calendar. The Operations Director ensures this calendar is created and implemented. He/She ensures that the Procurement Policy is adhered to when obtaining bids and purchasing goods. The Operations Director shall chair the Operations Committee and will ensure that the committee policy is implemented.

7.8 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 posted in a public place in the Community no less than three (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 posted in a common area and communicated personally to each Board Member not less than three (3) 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.

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 Notice

Written notice stating the place, day, hour and agenda of all Board Meetings, Regular and Special, shall be posted in a common area no less than three (3) days before any meeting.

8.5 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. The Board of Directors may allow a Director to attend a meeting via telephone or electronic conferencing means

for the following reasons: hospitalization, shift work, infirmity, out of state. In such a case, the Director is included in a quorum count.

8.6 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 posted within three (3) days.

8.7 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 director, officer or employee of the Cooperative be threatened with suit, or be sued, the remaining members of the board of directors of the Cooperative shall refer the matter to an indemnification committee (“the Indemnification Committee”). The Indemnification Committee shall be chosen by the Cooperative’s attorney and shall consist of three (3) disinterested individuals from the local legal and accounting professionals. The Cooperative’s attorney shall serve as a non-voting chair of the Indemnification Committee. The Indemnification Committee shall vote whether or not to allow indemnification. The vote by the Indemnification Committee shall be by simple majority. In the event the Indemnification Committee votes to indemnify the said person (“the indemnified person”) the indemnification shall be from any and all liability which the indemnified person becomes legally obligated to pay (either by suit or by settlement) including a judgment amount, settlement amount and reasonable attorney’s fees and court costs. The Indemnification Committee may vote to indemnify the indemnified person hereunder only if it finds that the indemnified person (i) was a director, officer, or employee at the time of the act(s) or omission(s) giving rise to the claim; (ii) was acting in good faith, and was acting within the scope of his or her position, and (iii) acted in a manner which he or she reasonably believed to be consistent with the best interests of the Cooperative. Such indemnification shall not be available in a suit brought by the Cooperative against the said person for malfeasance, or breach of the said person’s duties to the Cooperative. The indemnification hereunder shall apply regardless of whether the said person is sued or threatened with suit alone or in conjunction with others.

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 two members of the Board of Directors. Notwithstanding anything else to the contrary contained in these Bylaws, all checks must bear the signatures as required by Section 10.2. The Board will authorize by written resolution all final documents to be so executed.

10.2 Disbursement of Funds

- A. All authorizations and/or checks drawn on Cooperative accounts shall bear the signature of at least two (2) Directors or contracted agent.
- B. Any decisions that may commit expenditures of fifteen hundred dollars (\$1,500), 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 exceed three thousand dollars (\$3,000) 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:

The Cooperative 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. Any request to review all of the non-privileged records or what is considered to a large or extraordinary record request will not be governed by the 72 hour rule and shall be at the sole discretion of the Board of Directors.
- B. The Treasurer will be responsible for ensuring that the annual financial review/audit [choose appropriate option] is completed and delivered to the Board within four 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 June 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:

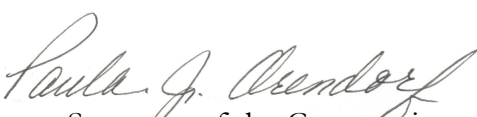
- I. The face value, or the amount equal to the Membership Fee paid minus any outstanding obligation to the Cooperative, whichever is lower, shall be returned to the Members.
- II. Any surplus remaining after the distributions in paragraph I may be distributed as a contribution to any Cooperative association 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 Parliamentary Procedure for Resident-Owned Communities, as published by A Management Guide for Resident-Owned Communities © 2003, 2008 ROC USA, LLC or the foundation document, The Standard Code of Parliamentary Procedure, Fourth Edition, by Alice Sturgis, 2001 shall prevail.

CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of Jewell Estates Cooperative at its meeting held on November 1, 2022

Signature: 
Secretary of the Cooperative

Print Name: Paula Orendorf

Amended on February 1, 2023

NOTE: A copy of the International Cooperative Principles must be attached to these Bylaws

- This is the end of the main Bylaws document.
The International Cooperative Principles, which are an additional part of the Bylaws, are attached. -
(Each page should show date of approval or when amended)

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 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://ica.coop/en/what-co-op/co-operative-identity-values-principles>.

Member Occupancy Agreement

Jewel Estates Cooperative, Inc.

This Agreement, made and entered into at Merrimack, State of New Hampshire this

Date, _____ / _____ /2023

by and between the *Jewel Estates Cooperative*, a corporation organized under the State of New Hampshire, having its principal place of business at *74 Daniel Webster Highway, Merrimack NH, 03054* (hereinafter called the "Corporation"), and

Member _____

(Hereinafter called the "Member") of Corporation.

Address _____

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as the Jewel Estates Cooperative, Inc. (Hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Bylaws of the Corporation and is familiar with their terms; and

WHEREAS, the Member acknowledges an understanding of, and will obey the Co-op Bylaws and Community Rules and acknowledges that failure to do so could be grounds for expulsion and/or eviction from the community;

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 \$300 and has executed a Membership Agreement and Promise to Pay and will receive a Certificate of Membership in the Corporation; and

WHEREAS, the Corporation and the Members deem it to be in their mutual interest to commemorate the Membership and proprietary lease in written form.

NOW THEREFORE, the parties do agree as follows:

Article 1 - Premises: The Corporation leases to the Member and the Member leases from the Corporation

Address _____
(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 Corporation, and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to the Corporation.

Article 3 - Carrying Charges: The Member covenants and agrees to pay all carrying charges and other expenses in a timely manner in the monthly sum of \$595.00 The Lot Rent may be increased according to the Bylaws, with a sixty (60) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a \$25 late payment fee for Lot Rent received after the 10th day of each month. All such late fees shall be considered additional rent hereunder.

Article 4 - Waiver of Homestead Interest: Member (and Member's spouse or partner in civil union signing this agreement for these purposes, if not as a Member) hereby waives any and all homestead rights, if any, established by state or federal law as to any lien by the Corporation for payment of lot rent and advances provided for in this agreement or by statute.

Article 5 - Membership Fee: The Member has executed a Membership Agreement and Promise to Pay and/or paid full before occupying the Lot. The Membership Agreement and

Promise to Pay is hereby incorporated into this Member Occupancy Agreement by this reference.

Article 6 - Patronage Refunds: The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

Article 7- Eviction: The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules or for any reason specified by statute, all as they now exist or as they may hereafter be amended from time to time.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as for any reason specified in the Bylaws, as it now exists and as it may hereafter be amended from time to time. For this reason, all Eviction Notices may be accompanied by an Expulsion Notice of the charges against them and of a reasonable opportunity 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 8 - Assignment: The rights set forth herein may be assigned to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time periods as it deems appropriate.

Article 9- Invalidity: If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that

clause or provision or the other clauses or provisions of this Agreement.

Article 10 - Waiver: Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

Article 11- Notices: Whenever the provisions of law or the Corporation Bylaws require Notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

Article 12- Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws or the Community Rules of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

Article 13- Incorporation of Articles of Incorporation, Community Rules, Bylaws and Corporation Resolution: The Articles of Incorporation, the Bylaws, all Corporation resolutions, and its duly adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Corporation.

Article 14 - Attorneys' Fees and Costs: In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

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

Article 15 - Time of the Essence: Time is of the essence of this Member Occupancy Agreement and any term, covenant or condition contained herein.

Article 16 - Joint and Several Liabilities: If more than one (1) Member party shall execute this Agreement, the obligations of the Members shall be their joint and several obligations in every instance.

Article 17 - 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 Corporation 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 18 - Home Financing Contact: The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

(If you have a mortgage)

Article 19- Members home insurance information:

Company _____

Policy number _____

Article 20- All vehicles information:

Plate, _____ Year, _____ Make, _____ Color, _____

Plate, _____ Year, _____ Make, _____ Color, _____

Article 21 –Contact Information:

Homeowner/Member Name(s):

Telephone: _____

Cell Phone: _____

Email: _____

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

Emergency Contact Information

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

Name _____
Contact _____
Information _____

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

Corporation Officers:

Signed _____
Printed _____
Its duly authorized Officer

Signed _____
Printed _____
Its duly authorized Officer

Members must sign below. Untitled spouses or partners in civil unions must also sign

below. Signed Anyone over 18.

Signed _____

Printed _____

Signed _____

Printed _____

Signed _____

Printed _____

Signed _____

Printed _____

Signed _____

Printed _____

Signed _____

Printed _____

Witness to all signatures:

Article 22 – New Hampshire State required Dog licensing information

Dog 1

Breed: _____

Color: _____

Gender: _____

Name: _____

Altered: _____

Rabies expires: _____

Rabies Number: _____

Vet Name: _____

License number: _____

Dog 2

Breed: _____

Color: _____

Gender: _____

Name: _____

Altered: _____

Rabies expires: _____

Rabies Number: _____

Vet Name: _____

License number: _____

Selling the home

Homeowner responsibilities

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

Jewel Estates Cooperative, Inc.

Checklist for Processing Membership Applications

Date COMPLETED Application is received _____

Written approval or denial due date (14 calendar days from date of receipt of completed application) _____

NOTE: According to N.H. RSA 205-A:2 (g), the co-op has 14 calendar days after a COMPLETED application is received to make a written decision to approve or deny membership. Acceptance will be assumed if not denied within that time frame.

GATHER INFORMATION

Check off as received	Document
	Application for Membership
	Consumer Authorization and Release Form
	NH Criminal Record (other states, as applicable)
	Photo Identification for all household members 18 years or older
	A non-refundable application fee of _____ for each household member who is 18 years of age or older
	Proof of income, including previous _____ month's pay stubs and the previous year's Federal Income Tax Returns, proof of Social Security and/or SSD income, annuities and/or proof of any other sources of income
	Bylaws/Community Rules/ Occ. Agree, Acknowledgment Form
	Pet Registration Form, as applicable
	Member Interest Questionnaire

Once the all of this documentation is received, **the following steps must be taken:**

Check off as completed	Task
	Establish a paper filed for applicant
	Obtain/Evaluate credit report
	Evaluate Criminal Record Form(s)
	Check income to be certain rent can be afforded
	Call references, making notes in file

ASSESS APPLICANTS

YES or NO	Question
	Does the applicant(s) meet the creditworthiness criteria
	Does the applicant(s) meet the criminal background criteria
	Does the applicant(s) have good references
	Does the applicant(s) have enough income to pay the rent?

If “Yes” to all of the above questions, INTERVIEW applicant(s)

Check off as completed	Task
	Two or more members of the committee meet with applicant
	Interview questions form is completed and placed in applicants’ file
	Applicant is told they will be notified of the board decision in writing within ____ days
	Committee meets to discuss objective criteria of application and votes to send an approval or denial to the board

RECOMMENDATION FOR ACCEPTANCE

If ALL of all of the answers to the questions in the “ASSESS APPLICANTS” are “yes.”

Check off as completed	Task
	Recommend acceptance to board
	Board vote
	Copy of photo ID, Consumer Authorization Form are put in sealed envelope and placed in applicants’ file
	Welcome letter sent to applicant (s)
	Membership fee is collected
	Membership Certificate is completed and given to member(s)
	Landlord Consent (signature of the deed) is given****
	Occupancy Agreement is executed
	Member Interest Questionnaire is shared with the board and/or social committee chair
	Shred credit report within ____ days

RECOMMENDATION FOR DENIAL

If any of the answers to the questions in “ASSESS APPLICANTS” section is “no.”

Check off as completed	Task
	Recommend denial to board
	Board vote
	Copy of photo ID, Consumer Authorization Form are put in sealed envelope and placed in applicants' file
	Notice of Adverse Action sent to applicant(s)***
	Shred credit report within ____ days

**** Committee and/or board members must check with Treasurer to determine if any rent or other fees are owed to the cooperative before signing landlord consent.

***A second copy of **A Summary of Your Rights Under the Fair Credit Reporting Act** must be included with all **Notice of Adverse Action letters**.

Jewel Estates Cooperative, Inc.
Creditworthiness Criteria

An applicant's past and present performance in meeting financial obligations is one of the components by which an applicant(s) will be considered.

Applicants who do not have established credit reported on their credit report, or do not have a score, will be evaluated through proof of a positive payment history from three "non-traditional" or "alternative" credit sources. Non-traditional/alternative credit sources include, but are not limited to, rent, car insurance, utility, phone, cable/internet bills, etc.

The following will be considered examples of unfavorable credit references and will serve as the basis for rejection of an application:

- A. Three (3) or more trade line references past due in the previous two years, excluding medical accounts;
- B. Any past-due, **outstanding** account with a housing-related company, including a previous landlord and/or property management company, utility company (electric, gas, phone, etc.) and/or mortgage lien holder;
- C. Charge-offs and collections that show as "unpaid" (excluding medical accounts), and that are not in repayment status. Housing-related debts, as listed above, must be paid in full. Proof of payment arrangements for all other unpaid charge-offs and collections, as well as proof of an initial payment on the account in collection or charge-off status, will be required;
- D. Applicants with any *unsatisfied* public record;
- E. Debt-to-Income Ratio that **exceeds 40%**, as defined: Monthly reported debt {examples: anticipated mortgage (as disclosed in application), revolving lines of credit, car payment, etc.} / monthly income.

If any of the above mentioned *unfavorable credit references are the result of a financial hardship or medical catastrophe* (military duty, divorce, disability, death of an immediate family member, loss of job, etc.), the board of directors may, at their own discretion, waive any or all of the above referenced creditworthiness guidelines. In such cases, the applicant(s) will be required to provide documentation and/or a letter of explanation of such hardship or catastrophe.

In lieu of a credit report, the cooperative will accept a mortgage approval letter from the Community Loan Fund as evidence of homebuyer creditworthiness.

This policy was approved and adopted on October 13, 2020.
The foregoing is a true and accurate account, attested by,

 **Secretary**

Jewel Estates Cooperative, Inc.

Criminal Background Criteria

All applicants 18 years and older are required to submit to a National Criminal Record Search. **NOTE: This information must match the application procedure.**

The criteria below may be the basis for application denial. If any conviction in paragraph A or B of the below mentioned criminal convictions are the result of special circumstances, such as nature, severity, or passage of time, which merit consideration, the Board of Directors may, at their own discretion, waive any or all of the below referenced criminal background criteria guidelines. In such cases, the applicant will be required to provide documentation and/or a letter of explanation of such circumstances.

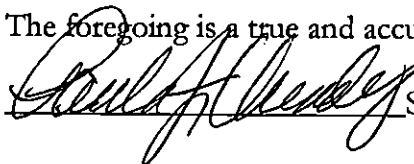
The following *may* be the basis for rejection:

- A. An extensive record of criminal convictions, or a combination of criminal convictions which signify that the applicant has a disregard of local, state and/or federal laws;
- B. Criminal convictions that signify a threat to the health, safety, security, or right to peaceful, quiet enjoyment of the premises by other residents.
- C. A drug-related felony conviction on the applicant's criminal record, with the applicant having come off parole within the last 7 years.
- D. Any sexual offense conviction on the applicant's criminal record;
- E. A conviction that is classified as a hate crime on the applicant's criminal record.

As a housing provider, this cooperative abides by this policy to ensure resident safety and the protection of property.

This policy was approved and adopted on October 13, 2020.

The foregoing is a true and accurate account, attested by,

 Secretary