

# **Application for Membership Packet**

## **Powder House Cooperative, Inc.**

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### **Other Documents:**

- Consumer Authorization and Release Form
- Community Rules
- Cooperative Bylaws
- Member Occupancy Agreement
- State of NH Criminal Record Release Form

**NOTE: The seller and the realtor should be given copies of:**

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**Letter to Applicants**  
**Powder House Cooperative, Inc.**  
**A Resident Owned and Operated Community**

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

**About the Community**

- ❑ This is a people-oriented community, we help each other
- ❑ Good roads, town water and sewer
- ❑ Conveniently located for natural beauty, employment, and shopping
- ❑ Clean and well maintained
- ❑ Strong sense of community
- ❑ Members (you) create and live by the Park Rules. Please read them before you join.

**About Cooperative Living**

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

**About the Application Process**

- ❑ Complete the Application.
- ❑ Return it **fully completed** with all of the requested documentation, including:
  - A non-refundable **Application Fee** of \$75 for each household member who is 18 years of age or older. This fee covers the cost of the NH State Criminal Record check, the credit report and other costs associated with processing the application. There may be additional fees for applicants who are moving from out of state, or have lived out of state at any time during the previous 10 years.
  - Completed and notarized NH Criminal Record Release Form for each adult household member, age 18 or older.
  - Income verification for the previous six months for members of the household whose income will be used to pay carrying charges.
  - Positive photo identification for each adult applicant 18 years of age and older, as required by the Federal Fair Credit Reporting Act.
  - Consumer Authorization and Release Form
  - Community Rules/Bylaws Acknowledgement Form
  - Volunteer Interest Sheet
  - Pet Registration Form, if the applicants have pets.
- ❑ Please note that **incomplete applications**, or those that are not accompanied by all of the requested supporting documentation, **will be returned to the Applicant**, along with a Notice of Adverse Action.

- ❑ Attend an interview with the Membership Committee.
- ❑ Await approval by the Cooperative's Board of Directors.
- ❑ **Complete** applications will be processed within 14 calendar days, pending criminal background reports. Applicants are notified of their acceptance or denial in writing.

**After you are approved, before you may move in**

- ❑ Pay your \$ 360.00 Membership Fee (this one-time fee is fully refundable when you sell your home, less any outstanding fees owed to the Cooperative).
- ❑ Execute the Occupancy Agreement, with all household members listed.
- ❑ Return your completed Volunteer Interest Sheet
- ❑ Pay your first monthly lot rent of \$490
- ❑ Cooperative Board of Directors signs the deed, and you close on your home.

**After you move in**

- ❑ Learn how the cooperative works; attend a Board Meeting.
- ❑ Sign up to participate on a committee.
- ❑ Get to know your neighbors- you are now part of the community!

If you have questions, please contact us at: [info@PowderHouse.coop](mailto:info@PowderHouse.coop)

## Cooperative MHP Living

You may be considering buying a home in a cooperative manufactured housing park, also called a Resident Owned Community. Purchasing and living in a home that is located in a Resident Owned Community carries with it benefits, as well as responsibilities. It is a special type of community that requires more than simply paying your rent on time; it requires involvement on the part of all members.

### **The cooperative:**

- ⇒ is incorporated under N.H. RSA 301-A, Consumers' Cooperative Associations.
- ⇒ is organized as a not-for-profit corporation for the mutual benefit of members and to keep the community affordable long-term for low- and moderate-income people.
- ⇒ is governed by a volunteer Board of Directors, who must comply with all applicable state laws pertaining to Fair Housing, Corporations, Cooperatives and Manufactured Housing Parks.
- ⇒ owns the land and is responsible for debt on land, real estate taxes, co-op liability insurance, roads, water and waste-water systems, major repairs and upkeep.
- ⇒ leases lots to members on a long-term basis and receives monthly carrying charges, in the form of 'lot rent'.

### **The members:**

- ⇒ participate in the overall management of the corporation and the community by donating their time and talent to various volunteer efforts in the community. Each cooperative decides to what extent the members rely on paid services, such as a paid bookkeeper and snow-plowing services, to help manage the day-to-day operations of the community.
- ⇒ own their own homes. New people moving in must become members. Membership is voluntary at time of conversion from Investor-Owned to Resident Owned, but non-members generally pay higher rent than members.
- ⇒ hold a membership interest in the cooperative, consisting of an ownership share in the corporation.
- ⇒ enter into an occupancy agreement with the corporation, which binds members to the co-ops Bylaws and Park Rules.
- ⇒ have a voice on 'big-picture' matters affecting the cooperative, on the one-vote-per household basis.
- ⇒ exercise control at membership meetings by making major policy decisions, approving the annual budget and financial statements, electing Board Members, and amending the Bylaws and Park Rules, as needed.
- ⇒ exercise control over the management of the co-op by serving on committees and the Board of Directors.
- ⇒ can be expelled from membership, and/or evicted for significant infractions of Park Rules, for obstructing co-op function, or for non-payment of carrying charges (lot rent) or fees, etc.
- ⇒ have a right to sell their homes in place to another owner-occupant who may also enjoy the rights of membership.



## Application for Membership Powder House Cooperative

**All information must be filled out completely. Incomplete Applications will be returned to the Applicant. If a question does not apply, place "n/a" in the space provided. Please print all information legibly.**

Applying for: \_\_\_\_\_(Address)

Current owner: \_\_\_\_\_

**Applicant:** \_\_\_\_\_ SS #: \_\_\_\_\_

**Co-applicant:** \_\_\_\_\_ SS #: \_\_\_\_\_  
(if more than two applicants, please ask for an additional application)

**Current address:** \_\_\_\_\_(street)

\_\_\_\_\_ (city, state, zip)

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Length of time at this address: \_\_\_\_\_

Current Landlord: \_\_\_\_\_ phone: \_\_\_\_\_

**If less than ten (10) years at current address, list previous addresses:**

Address (street, city, state, zip):  
\_\_\_\_\_

Landlord: \_\_\_\_\_ phone: \_\_\_\_\_

Address (street, city, state, zip):  
\_\_\_\_\_

Landlord: \_\_\_\_\_ phone: \_\_\_\_\_

**Applicant Employer:** \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Co-applicant employer:** \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Vehicle make/model:** \_\_\_\_\_ Year: \_\_\_\_\_ color: \_\_\_\_\_

**Vehicle make/model:** \_\_\_\_\_ Year: \_\_\_\_\_ color: \_\_\_\_\_

**Savings account #:** \_\_\_\_\_ Bank: \_\_\_\_\_

**Checking account #:** \_\_\_\_\_ Bank:: \_\_\_\_\_

**Please list all current debt, including, student loans, car loans, personal loans, credit cards, mortgages and any other monies owed.**

1. \_\_\_\_\_ Account #: \_\_\_\_\_, Balance: \_\_\_\_\_

2. \_\_\_\_\_ Account #: \_\_\_\_\_, Balance: \_\_\_\_\_

3. \_\_\_\_\_ Account #: \_\_\_\_\_, Balance: \_\_\_\_\_

**NOTE:** Please list any and all additional loans/credit cards/debt on separate piece of paper if not enough room above.

**Level of total household income: (circle)**

\$0 - \$10,000

\$20,001 - \$30,000

\$10,001 – \$20,000

\$30,001 – plus

**# of persons who plan to occupy home** \_\_\_\_\_

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

Yes       No

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**Please list three personal references who can speak to your likelihood to pay your rent in a timely manner and obey the Park Rules and be a good cooperater. Reference many not include relatives.**

1. Name: \_\_\_\_\_ phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. Name: \_\_\_\_\_ phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

3. Name: \_\_\_\_\_ phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Please read the following information before signing this application:**

To join Powder House Cooperative, I/we are aware that a Membership Fee of \$360 must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out. I/we understand that this application in no way guarantees my/our acceptance into the Cooperative/Community. I/we authorize the Cooperative to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless the Cooperative and its employees and/or tenants, from any action arising from these inquiries.

**The cooperative does not discriminate based on age, sex, race, creed, color, marital status, familial status, physical or mental disability or national origin or on account of that person's sexual orientation in the approval of its members.**

**Applicant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-applicant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

NOTE: Applications that are incomplete, illegible and/or are not accompanied by the proper documentation or fee will be returned to the applicant(s).

## A Summary of Your Rights Under the Fair Credit Reporting Act

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

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

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

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

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

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

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

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

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

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



**You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

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

**You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court. Identity theft victims and active duty military personnel have additional rights. For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

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

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

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

**Powder House Cooperative, Inc.**  
**Park Rules/Bylaws Acknowledgement**

I/We \_\_\_\_\_ applying for  
membership in the Cooperative for the lot located at \_\_\_\_\_(street address).

I/we have received and read a copy of the Powder House Cooperative Park Rules and  
the bylaws.

By signing and dating this form, I/we acknowledge that we understand and will obey the  
Park Rules and bylaws of Powder House Cooperative, Inc. If I/we do not follow these  
rules and bylaws, I/we understand that this could be grounds for expulsion from  
membership and/or eviction from the community.

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Powder House Cooperative, Inc.

### Volunteer Interest Sheet

We believe that every member of the co-op has unique talents that can be shared with the community. As such, we want to know a little bit about your interests, as well as areas in which you may have some expertise. Please check all interests/talents that you feel comfortable doing:

- |   |   |
|---|---|
| <input type="checkbox"/> Plumbing               | <input type="checkbox"/> Wiring                             |
| <input type="checkbox"/> Water systems          | <input type="checkbox"/> Septic Systems                     |
| <input type="checkbox"/> Taking Notes           | <input type="checkbox"/> Gardening                          |
| <input type="checkbox"/> Nature Walks           | <input type="checkbox"/> Book Clubs                         |
| <input type="checkbox"/> Get out the Vote       | <input type="checkbox"/> Public Speaking                    |
| <input type="checkbox"/> Writing                | <input type="checkbox"/> Publishing a newsletter            |
| <input type="checkbox"/> Bookkeeping            | <input type="checkbox"/> Fall Clean-up                      |
| <input type="checkbox"/> Working with teenagers | <input type="checkbox"/> Public Speaking                    |
| <input type="checkbox"/> Recycling              | <input type="checkbox"/> Filing                             |
| <input type="checkbox"/> Flower Arrangements    | <input type="checkbox"/> Carpentry or Wood-working          |
| <input type="checkbox"/> Yard Sales             | <input type="checkbox"/> Easy Fundraisers (bake sale, etc.) |
| <input type="checkbox"/> Organizing events      | <input type="checkbox"/> Childcare                          |
| <input type="checkbox"/> Crime Watch            | <input type="checkbox"/> Making reminder phone calls        |
| <input type="checkbox"/> Baking                 | <input type="checkbox"/> Grilling                           |

Arts and crafts clubs  \_\_\_\_\_

I am interested in learning more about the following roles on the co-op's Board of Directors:

- |  |   |
|--|---|
| <input type="checkbox"/> President                   | <input type="checkbox"/> Vice-President |
| <input type="checkbox"/> Treasurer                   | <input type="checkbox"/> Secretary      |
| <input type="checkbox"/> Operations Manager/Director | <input type="checkbox"/> _____          |

There are many ways for member to have a voice in the community. One great way to get to know your neighbors, as well as to have a say in how things are run, is to join a committee. Please check the committee below which you feel best serves your interests and talents:

- |  |  |
|--|--|
| <input type="checkbox"/> Membership Committee  | <input type="checkbox"/> Finance Committee             |
| <input type="checkbox"/> Social Committee      | <input type="checkbox"/> Park Rules Enforcement        |
| <input type="checkbox"/> Maintenance Committee | <input type="checkbox"/> Ad-hoc committees, as needed. |

Thank-you for completing this form - a member of the will be contacting you shortly about your volunteer interests.

Name (s): \_\_\_\_\_

Phone : \_\_\_\_\_ E-mail: \_\_\_\_\_

Best time to call: \_\_\_\_\_

**Pet Registration Form**  
**Powder House Cooperative, Inc**  
Please fill out one form per pet

Pet's name: \_\_\_\_\_ Tag #: \_\_\_\_\_

\_\_\_\_\_ cat \_\_\_\_\_ dog

\_\_\_\_\_ other – specify: \_\_\_\_\_

Breed: \_\_\_\_\_ color: \_\_\_\_\_

Insurance company- homeowners: \_\_\_\_\_

Insurance company phone: \_\_\_\_\_

Account #: \_\_\_\_\_ address: \_\_\_\_\_

\_\_\_\_\_ agent: \_\_\_\_\_

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

Name: \_\_\_\_\_ phone: \_\_\_\_\_

Failure to comply with Park Rules is a breach of your lease agreement and is sufficient grounds for eviction. NH-RSA 540:2(ii)(c). These rules will be strictly enforced.

I (We) hereby attest that this information is correct and that I (we) will obey all Park Rules pertaining to pets.

Applicant signature: \_\_\_\_\_ date: \_\_\_\_\_

Co-applicant signature: \_\_\_\_\_ date: \_\_\_\_\_

## **Selling the Home Homeowner Responsibilities**

- The homeowner must inform the Board of his or her intent to sell their home.
- In most co-ops the home is required to be marketed to low- to moderate-income home buyers for the initial period of time 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 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 should request a membership package to be given to any prospective buyers and/or real estate agencies that may have the home listed.
- The homeowner 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 the DES SAFETANK standard BEFORE ownership changes. The financial responsibility must be decided between the seller and buyer.
- Pro-ration of lot rent must be between the seller and buyer. Credit for any portion of lot rent will not 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!
- If the Community Rules require a pre-sale inspection of the home, this process must be completed in compliance with RSA 205:A-2:f.
- Transfer of the Membership Fee as a part of the sale is not allowed! The seller must request reimbursement from the co-op and the buyer must pay their whole Membership Fee to the co-op directly.

- ❑ The sale transaction is not complete until the new 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 can move in.
- ❑ Under no circumstance may the new owner move any property into the home or onto the lot until the sale transaction is complete. This includes resolving any issues between the co-op and the previous homeowner.

*Important Note:* The co-op, as the Property Owner, is subject to NH RSA 205-A: 2 prohibitions. For more information, <http://www.gencourt.state.nh.us/rsa/html/XVII/205-A/205-A-2.htm>

**IMPORTANT NOTICE REQUIRED BY LAW:**

**THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRED 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 PAY 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 THE RENT DUE WITHIN THIRTY (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, AND 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 SIXTY (60) DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY THIRTY (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 MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.**

**POWDER HOUSE COOPERATIVE**

## **RULES AND REGULATIONS**

### **GENERAL RESPONSIBILITIES**

1. The cooperative is responsible for:
  - All underground utilities.
  - Snowplowing of roads.
  - Maintenance of roads and common areas.
  - Maintenance of all trees.
  - Enforcing the community rules of the cooperative.
  
2. The homeowner is responsible for:
  - Hooking up to utilities (gas, electricity, telephone and cable) and maintaining connections.
  - Upkeep of their lot.
  - The care, maintenance and snow removal of their own walkways and driveways.
  - The care, repairs and maintenance of any above ground fuel-storage tank on the homeowners lot.
  - Obeying community rules.
  - Payment of lot rent on time.
  - Prominently displaying the street number on the front of the home for emergency location (911).
  - All state or local taxes on the home are the responsibility of the homeowner. All taxes due to the Town of Exeter must be paid on or before December 1<sup>st</sup> / July 1<sup>st</sup>. If you sell your home during the year, the Town of Exeter requires that the taxes on your home be paid in full.

### **RENT**

1. Rent is due and payable by check or money order on the first day of each month, payable in advance and mailed to:  

---

After the fifth day of the month, a late fee of \$25.00 will be added. A \$35.00 fee will be added for all returned checks.

2. Any failure by the tenant to pay rent or other charges when due or to comply with the rules, may result in loss of membership, eviction or both. Loss of membership will result in loss of membership privileges including lower lot rent.
3. The parties expressly agree, that after the service of notice, or the commencement of a suit, or after final judgment for possession of the lot, the park may nevertheless receive and collect all rent and/or other charges due. The payment of rent or other charges shall not waive or affect such notice, suit or judgment, except as provided by law.
4. The waiver of one (1) breach of a term, condition or covenant of these rules by either party shall be limited to the particular instance and shall not be deemed to waive past or future breaches of the same or other terms, conditions or covenants.
5. If there is a condemnation or change of use of the park or its parts, or a termination of the park, for any reason, the park may terminate the tenancy by giving the tenant eighteen (18) months prior written notice in accordance with RSA 205A.

### **OCCUPANCY**



1. The Powder House Cooperative was designed as a small family park. All homes are to be owner-occupied and no rentals or sub-leases are allowed. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of occupants allowed 6.
2. Homeowners shall notify the Board of Directors if there are any additions of occupants in your home which will exceed thirty (30) days. In all cases, the total number of occupants shall not exceed the cooperatives established occupancy limits. The Board of Directors will require 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 meet the cooperatives criminal background criteria.
3. Before selling a home, the homeowner shall notify the park office in writing. The letter will contain the agent's name, telephone number and address. The sale of a home ends tenancy. Each prospective tenant shall complete an application form furnished by Powder House Cooperative. The park will not admit an occupant or tenant until it receives an application form, with application fee, and gives written approval. The parks decision about approving a prospective member shall be final. The park shall not unreasonably withhold approval if the applicant meets the park's guidelines and has sufficient financial resources. No more than two (2) "for sale" signs are allowed.
4. Before removing a home, you must give the park thirty (30) days written notice of your intent to remove your home. The removal of a home ends tenancy. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full. A copy of the permit from the Town of Exeter to remove must be given to the Board of Directors prior to removal. The lot is to be cleaned of any trash, debris and hazards, i.e. outbuildings in disrepair.
5. Before moving in a new home, the homeowner must obtain written approval from the Board of Directors prior to delivery. All work must meet the minimum standards set by the state of NH Manufactured Housing Installation Standards Board, RSA 205 D:20, part 603.
6. The park may require the removal of any home that is detrimental to the other tenants for health or safety reasons.

### CONDUCT

1. A moderate noise level from radios, electronic equipment, vehicles parties and outdoor activities is expected at all times. Quiet hours are from 10PM to 7AM.
2. Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited.
3. The Powder House Cooperative is a drug free community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
4. Discharge of firearms, BB guns, fireworks, hunting and archery equipment is not allowed on cooperative property.
5. Parents are responsible for the conduct of their children at all times.

### PETS

1. Domestic house pets are allowed in this community with the following restrictions:
  - Only house type pet is permitted.

- Placement of farm and wild animals on any cooperative property is not allowed.
  - You must register each animal with the park.
  - Proper immunization and licensing is required.
  - Pets must be spayed or neutered, as appropriate.
  - Cats are allowed to roam free provided they are not damaging any property of another homeowner.
  - Animals utilizing neighbors' yards and community grounds may be subject to confinement to the home or removal from the park.
  - The homeowner shall be held financially responsible for any damages caused by their pet.
  - Dogs must be on a leash and under control at all times.
  - No dog is to be left outside unsupervised at anytime.
  - A barking dog may not be left outside for longer than ten (10) minutes.
  - All solid wastes from pets are to be picked up by the owner immediately and disposed of properly.
2. Guests visiting with pets are expected to follow all rules with regard to pets.

### **BUILDINGS, STRUCTURES & LOTS**

1. The park has the right to access all lots and homes, upon reasonable notice and during reasonable hours, to inspect and maintain utilities.
2. All new homes, replacements of existing homes, and/or the material repair of existing homes, must be of the "house type design", with pitched roof, detachable hitches, and oil tanks in the least conspicuous location.
3. All homes and lots must be maintained to have a neat and attractive appearance. Lots should remain neat, clean, mowed and uncluttered. Appliances, large containers, chemicals and other discarded items may not be left on lawns or around the homes. No furniture of any kind except for lawn furniture may be kept outside the home. If the tenant fails to do so, the tenant authorizes the park to perform the necessary services at the tenant's expense at current hourly rates.
4. The park requires neat aluminum or solid vinyl skirting of homes and porches, providing access panels for utility connections. New homes must be skirted within thirty (30) days. These materials must be properly installed and be of the type designed for mobile homes.
5. In addition to any permit's the Town of Exeter requires, the tenant must also get written permission from the park for all additions, storage sheds, awnings, porches, steps and other alterations or construction. Written application containing sufficient description of the proposed alteration or construction must be submitted to and approved by the park prior to the start of work. Additions must be designed and constructed to look like an integral part of the home. Storage buildings are limited to two (2), must be painted or sided to match the home and located in the least conspicuous location.
6. No perimeter fences shall be installed in the park. Any fence, including so-called "living fences", installed must be approved by the park prior to installation. Fence material and size are subject to approval by the park. The individual homeowner shall incur the cost and responsibility of lot line delineation prior to any fence and/or living fence being installed.
7. No storage shall be permitted under a home, which interferes with utility access.
8. The homeowner owns and is responsible for all repairs and maintenance of any above ground fuel-storage tank (AST) on homeowners lot. All AST's shall be in compliance with "SAFETANK" standards as published by the New Hampshire Department of Environmental Services (NHDES) 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 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 105-A:4-a.

9. Homeowners must check with the park before driving rods, stakes, pipes and the like into the ground regarding underground utility installations.
10. Clotheslines must be located behind the home or in the least conspicuous location.
11. Homeowners are advised to install a check valve on their water line to prevent drainage of the hot water tank if and when water is shut off for repairs. The park will not be responsible for hot water tank damage because a tenant did not install a check valve.
12. Sewer lines are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a co-op member, you are an owner of our systems and failure of the 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.
13. All water lines must have a properly installed heat tape plugged in from November 1<sup>st</sup> to April 30<sup>th</sup>. Heat tapes will prevent freezing of water lines from the ground to the home. Homeowner shall not deliberately run water. Conservation of water is necessary at all times.
14. No peddling or soliciting of any kind is allowed in the park.
15. No commercial enterprise that puts additional strain on the cooperatives utilities or infrastructure (roads, water etc.) may be operated from or carried on within the park. No commercial signs are allowed except for the sale of a home.
16. Written approval is required for all antennas and satellite dishes other than normal tv antennas attached to the home.
17. Rubbish removal is the responsibility of the homeowner and must be placed in Town of Exeter plastic bags and stored in protected, covered containers in a location least visible from the street, except on collection day.
18. Sporting equipment such as basketball hoops and hockey nets must be located within the homeowners lot.

#### **VEHICLES**

1. There shall be no boats, trailers, campers, unregistered vehicles or any other object stored on any lot in the park without the written consent of the park. Tenants must park all vehicles within their driveway or lot, not on the street or sidewalks. Trucks larger than ¾ ton are not allowed to be stored or parked within the park without written permission. Major repairing of vehicles is not permitted. No all terrain vehicles, mini bikes, snowmobiles or other "play recreational equipment" may be operated in the park.
2. The speed limit is 10 mph. Residents and their guests must observe all posted speed limits and park signs. Motor vehicle warnings will be issued for violations. If the warning is ignored or the violation is repeated, 3 times, membership can be revoked.

#### **REQUESTS FOR REASONABLE ACCOMODATIONS**

Where the situation warrants, residents may apply for an exception to the 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.

#### **ATTORNEY'S FEES AND COSTS**

In the event that 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 include such fees and costs incurred by the cooperative 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 the community rules.

In the event a legal action is commenced against the Powder House 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 homeowners 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.

#### **SEVERABILITY**

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

#### **LIABILITY AND INDEMNITY**

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

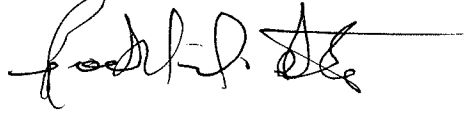
Except for gross negligence of the cooperative, homeowners hereby release the Powder House Cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may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

The tenant understands and agrees that because of differences in lot sizes, shapes, homes and other factors, Powder House Cooperative reserves the right to interpret and waive these rules as may be necessary on a case by case basis.

POWDER HOUSE COOPERATIVE COMMUNITY RULES

Total of 7 pages

Approved on 12/10/08  
by the membership

A handwritten signature in black ink, appearing to be "Fred R. De", written over a horizontal line.

## Member rights and responsibilities

Members of a resident-owned community have rights – and responsibilities. Those rights and responsibilities are outlined in the bylaws, in standard parliamentary procedure, and in local, state and federal laws. Most associations' bylaws define a member as a person who is, among other things:

*“... willing to accept membership responsibilities, including but not limited to voluntary participation in the governance of the association and in the operation of the community.”*

What does this mean? Members' participation in the association will ebb and flow, and can be as simple as handing out meeting flyers, or as involved as running for office.

### **However, members *always* have a responsibility to:**

- ✓ hold the board accountable for its actions, including obeying all bylaws and applicable local, state and federal laws
- ✓ pay carrying charges (rent) in full and on time
- ✓ ask good and thoughtful questions at annual meeting
- ✓ stay informed about issues in the community by observing board meetings and reading all association correspondence
- ✓ adhere to board-approved policies and procedures, including the meeting code of conduct
- ✓ disclose to the board of directors any conflict of interest with the association by completing a conflict-of-interest form
- ✓ vote on matters brought to the membership
- ✓ deliver valid complaints in writing to the board of directors
- ✓ pay the membership fee in full (or per the subscription/membership agreement)
- ✓ obey the community rules
- ✓ treat community members with respect and be a good neighbor
- ✓ **And, most important, be active in the community, as each member's time and talent allow.**

### **Additionally, members in good standing always have the right to:**

- ✓ be heard at a membership meeting
- ✓ run for office at association elections, in accordance with the member-approved bylaws
- ✓ inspect association records, in accordance with the member-approved bylaws, except those with personal information about members
- ✓ be given proper notice for all board and member meetings
- ✓ be treated fairly, respectfully and without discrimination
- ✓ have equal access to services
- ✓ deliver a valid petition to the board of directors when/if there is a serious issue to bring to the members for deliberation
- ✓ insist on a fair hearing before an expulsion

## Member Occupancy Agreement Powder House Cooperative, Inc.

This Agreement, made and entered into in Exeter, State of New Hampshire this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Powder House Cooperative, a non-profit consumer cooperative association, organized under the New Hampshire Consumers' Cooperative Association Act, RSA 301-A and New Hampshire Business Corporation Act, RSA 293-A, having its principal place of business at 56 Deep Meadow in Exeter, State of New Hampshire, (hereinafter called the "Cooperative"), and \_\_\_\_\_ (name) (hereinafter called the "Member") of \_\_\_\_\_ (number and street) in said Cooperative.

WHEREAS, the Cooperative was organized to own and operate a manufactured housing park, now known as the Powder House Cooperative, (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Community Rules and the Bylaws of the Cooperative 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; and

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

WHEREAS, the Member has paid or agrees to pay the Membership Fee of \$360 and will receive a Certificate of Membership in the Cooperative once the fee has been paid in full; and

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

NOW THEREFORE, the parties do agree as follows:

**Article 1 - Premises:** The Cooperative leases to the Member and the Member leases from the Cooperative \_\_\_\_\_ (hereinafter called the "Lot") in the Community. (street address)

**Article 2 - Term:** Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Cooperative, and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease

and Membership, Member shall provide thirty (30) days' written notice to the Cooperative.

**Article 3 - 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 as provided for in Revised Statutes Annotated (RSA) 480 or by any other state or federal law as to any lien by the Cooperative for payment of lot rent and advances provided for in this agreement or by statute.

**Article 4 - Membership Fee:** The Member has paid or will pay the Membership Fee by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Cooperative; the payment plan agreed to in the Membership Agreement is hereby incorporated into this Occupancy Agreement.

**Article 5 - 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 in New Hampshire RSA Chapter 205-A, 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 Cooperative as well as for any reason specified in New Hampshire RSA Chapter 301-A, 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 a notice of the charges against them and of a reasonable opportunity to be heard before the Board of Directors of the Cooperative not less than 15 days from the date of said notice, as per RSA 301-A:20. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

**Article 6 - 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 7 - 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 8 - 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 9 - Notices:** Whenever the provisions of law or the Cooperative Bylaws require notice to be given to either party, any notice by the Cooperative to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Cooperative. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Cooperative, or to an Officer of the Cooperative, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.



**Article 10 - Representations Not Binding:** No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws or the Community Rules of the Cooperative, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Cooperative.

**Article 11 - Attorneys' 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 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.

**Article 12 - 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 13 - Assignment to Lender:** The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Occupancy Agreements between the Cooperative and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

**Article 15 – Contact Information (optional):**

Member Name (s): \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

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

**Emergency Contact Information**

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

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

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

**Cooperative Officers:**

Signed \_\_\_\_\_ Printed \_\_\_\_\_  
Its duly authorized Officer

Signed \_\_\_\_\_ Printed \_\_\_\_\_  
Its duly authorized Officer

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

Signed \_\_\_\_\_ Printed \_\_\_\_\_

Signed \_\_\_\_\_ Printed \_\_\_\_\_

Signed \_\_\_\_\_ Printed \_\_\_\_\_

Signed \_\_\_\_\_ Printed \_\_\_\_\_

**Witness to all signatures:**

Signed \_\_\_\_\_ Printed \_\_\_\_\_

**BYLAWS of  
Powder House Cooperative, Inc**

- 1.1 The name of this Corporation shall be Powder House Cooperative, herein after referred to as the "Cooperative," located in Exeter, County of Rockingham, State of New Hampshire.

**PURPOSE**

- 2.1 The purpose for which this Corporation is formed is to own and operate a manufactured housing park, herein after referred to as the "Community," as a cooperative (RSA 301-A) and be involved in other cooperative activities, on a non-profit basis for the benefit of the residents.
- 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.

**MEMBERSHIP**

- 3.1 A "Member" is defined as the adult (18-years-or-older) individual(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who
- (1) Own(s) and reside(s) in a manufactured housing unit (herein after referred to as the "Home") in the Community, any spouse or partner in civil union entitled to a homestead interest, and the other adult members of their household, all of whom having signed an Occupancy Agreement, being the "ultimate consumer(s)" of the housing opportunity provided by the cooperative. 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.
  - (2) 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.
  - (3) 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. \*

Approved on 11 / 09 / 08

This definition of "Member" shall be expanded to include those non-owners who were living in their homes at the time the cooperative purchased the park and who meet all other requirements of membership, as outlined above.

- 3.2 Upon continued payment of the lot rent and compliance with the other terms of the 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, the Member shall have a perpetual right to occupy said lot provided that, 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.
- 3.3 Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.
- 3.4 Buyers or owners of Homes seeking to reside in a Home and lease a lot in the Community must become Members of the Cooperative. Buyers and owners and all adult household members seeking Membership shall: (1) apply for Membership on a form prescribed by the **Membership Committee** (2) be approved for Membership by a majority vote of the **Board of Directors**; (3) pay in full the Membership fee; (4) execute an Occupancy Agreement signed by each adult household member; (5) have a contract to buy and 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. 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 The Membership Fee shall be \$360. This is the par value. There is no book value. (Membership Fees accumulate no interest.)
- 3.6 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, or a fully executed and accepted Subscription Agreement, shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of their lot in accordance with the 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.

- 3.7 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 mis-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."
- 3.8 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 Membership, consistent with Article 5 of these Bylaws, with a written notice to all Members and non-Members according to RSA 205-A:6. In emergency situations, the lot rent may be increased by a majority vote of the Board of Directors, with a written notice to all Members and non-Members according to RSA 205-A:6.
- 3.9 Any Member whose activity in the Cooperative is contrary to basic cooperation principles as described in **EXHIBIT A: International Cooperative Alliance Principles**, attached hereto, 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 lower 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 or subscription shall be repurchased at par value, less any debts owed and expenses incurred by 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.

The Member shall have the right to appeal 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 7.3 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.

- 3.10 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.

### HOME SALES AND RENTALS OF HOMES

- 4.1 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 30 days additional lot rent.
- 4.2 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 paragraph 3.1, which applies here as well.
- 4.3 For a period of thirty (30) days following the delivery of the notice to the Board, the Member may sell only to a lower-income family or individual. During this 30-day period, 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 lower-income family or individual, the Member shall accept the offer from the lower-income family or individual. Provided, that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.

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.

- 4.4 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.
- 4.5 Any **lot** in the Community that becomes **vacant** (other than a temporary vacancy when a Member of the cooperative replaces his or her existing manufactured home with a new or different one), shall be leased by the Board of Directors to a lower-income household approved for cooperative Membership; provided, however, that

if after advertising the lot for thirty (30) days, the Board does not receive an offer to lease from a lower-income household reasonably capable of affording the Home and living in the Community, the Board of Directors may lease the lot to any suitable household. The Board will keep a waiting list for these purposes.

4.6 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 will sign a deed, as requested by that resident for the sale of his/her/their Home to a new buyer, but may insist that the 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. See RSA 477:44 and 205-A:4-a. The deed shall only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative.

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

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.

4.8 The Board of Directors shall purchase the Membership interest from said Member household by paying them the interest's par sum, equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Cooperative, within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Cooperative.

4.9 In order to unify the Members and make the Cooperative stronger, all homes with in the Community must be owner-occupied. Failure to comply with this article shall result in an eviction from the Community.

4.10 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.

## VOTING

- 5.1 One-third of the current Membership shall constitute a quorum at a Membership meeting. There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned. If a quorum has been achieved, any motions for consideration that is properly before the meeting shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules.
- 5.2 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 slate of nominees and be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the Membership meeting. The Board of Directors may allow for an absentee ballot for the following reasons: *hospitalization, work, infirmity, family emergency, 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.
- 5.3 Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by a majority of the entire Membership. A copy of the motion and vote must be kept on file with the Cooperative's Membership meeting minutes.
- 5.4 The Bylaws of the Cooperative and the Community Rules shall be adopted or repealed by at least a majority vote of the Membership.
- 5.5 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.
- 5.6 Any decisions that may commit expenditures of \$2,000 (two thousand dollars) 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, special, or regular meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed \$2,000 (two thousand dollars) 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.

## FISCAL YEAR

- 6.1 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of December of each year. The Cooperative shall cause its books to be

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examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of RSA 301-A:30.

### **ANNUAL AND SPECIAL MEETINGS**

- 7.1 The Annual Meeting of the Members shall be held in the month of December each year in Exeter, N.H. or a place designated by the Board of Directors within 5 miles of the Community. An Annual Meeting of Members is to be held at least once a year. RSA 301-A:21.
- 7.2 Notice of the time and place of the Annual Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at his/her address, and posted and maintained at a common area not less than ten (10) days prior to the date of the meeting. RSA 301-A:23. 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.
- 7.3 Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand. 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 10 days in advance of the meeting date. Source: RSA 301-A:22.
- 7.4 In case of any question not covered in these Bylaws, RSA 301-A or adopted Board policies, the guidelines in *The Standard Code of Parliamentary Procedure, Fourth Edition*, by Alice Sturgis, 2000, shall prevail.

### **BOARD OF DIRECTORS**

- 8.1 The Board of Directors shall consist of 5 members or subscribers who are residents of a manufactured housing unit in the Community and are in good standing with the Cooperative. 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.
- 8.2 At each election for Directors, every Member entitled to vote shall have the right to vote for as many persons as there are Directors to be elected.
- 8.3 All Directors shall serve for a term of two years, except that at the first election, the Secretary and Treasurer will be elected for one-year terms. No Director may serve for more than three consecutive two-year terms, or until their successors are duly chosen.

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- 8.4 Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any regular or special meeting of the Board of Directors. The Director so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 8.3 of these Bylaws.
- 8.5 Two signatures are required on checks and legal documents. No more than one (1) individual **from each Member household** may have signing authority.
- 8.6 The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations. 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 Board of Directors.
- 8.7 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. The Board shall have the sole discretion to establish the agenda for all regular meetings.
- 8.8 Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, and hour of any special meeting shall be posted in a common area and communicated personally to each Board Member not less than three days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.
- 8.9 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.
- 8.10 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.
- 8.11 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.
- 8.12 Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses paid while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors.

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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 does not create a conflict of interest.

- 8.13 Any Director whose actions are determined to negatively affect the operation of the Cooperative may be removed by a majority vote of the Members present at any regularly scheduled or special meeting of the Membership where a quorum is present, provided that a 10-day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after a majority vote of the Board of Directors or after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership. Said resolution shall clearly state that once a quorum is established, a majority vote of the Members present will be needed to remove the Director. The notice shall state the date, time and place of the meeting where said vote will be taken. Vacancies on the Board of Directors, which result from a removal vote of the Membership, shall be filled in accordance with Article 8.4 of these Bylaws. This section does not restrict any Directors' voluntary resignation from the Board of Directors or from office.
- 8.14 The Membership of the cooperative shall adopt a Conflict of Interest policy and procedure.

### OFFICERS

- 9.1 The Officers of the Cooperative shall consist of a President, Vice-President, Secretary, Treasurer, Operations Manager 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 paragraph 8.1
- 9.2 Officers shall be elected by the Membership. 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. An Officer so appointed shall serve the remainder of that Director's unexpired term, which shall not be counted as a consecutive term for the purposes of Article 8.3 of these Bylaws.
- 9.3 The President shall serve as chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general administration according to the guidelines established by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the objectives of the Cooperative.
- 9.4 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.

- 9.5 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.
- 9.6 The Treasurer shall have charge of all the funds of the Cooperative and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Cooperative including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Cooperative accounts shall bear the signature of at least two of these three Officers: *President, Treasurer, or Secretary*. As a standard fiscal control, a Member of the cooperative other than the Treasurer shall reconcile the Cooperative accounts each month. This shall not be a member of the Treasurer's household or family, nor a close friend of the Treasurer, as determined by the Board of Directors. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service. As an additional fiscal control, whenever a new Treasurer takes office, a committee will work with the new Treasurer to review the books and accounts.
- 9.7 The Operations Manager sits on the Maintenance Committee and is responsible for the effective upkeep of grounds and systems; developing services, standards, emergency and general repair procedures; maintaining a list of qualified trades people; obtaining bids, maximizing volunteer contributions, submitting a capital improvements plan and annual projected maintenance budgets.
- 9.8 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.
- 9.9 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 RSA 301-A:29.

#### INDEMNITY

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

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

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

## RECORDS

- 11.1 The records of the Cooperative shall be kept by the Directors then in office and transferred to newly elected Directors upon change over. Records of the Cooperative shall be kept for the periods indicated in Exhibit B: Record Retentions Chart.
- 11.2 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.

## DISSOLUTION

- 12.1 Dissolution of the Cooperative shall be as outlined in RSA 301-A:33. 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 par value or book value, whichever is lower, of the Membership certificates or shares shall be returned to the Members. Amounts paid on subscriptions shall be returned to subscribers. The amounts allocated in distribution of net savings under RSA 301-A:28 shall be returned to those Members entitled to them.
  - 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.

- END -

RSA's available on request.

POWDER HOUSE COOPERATIVE BYLAWS

Total 12 Pages, Approved 11 / 09 / 08

The foregoing is a true and accurate account, attested by, Jarol M. Dufour  
Secretary

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