

**BYLAWS of
Town and Country Kingston Estates Cooperative Corporation**

**ARTICLE I
Name and Location**

- 1.1 The name of this Corporation shall be **Town and Country Kingston Estates Cooperative Corporation**, (hereinafter referred to as the “Corporation”).
- 1.2 The principal office of the Corporation shall be located in Kingston, Plymouth County, Massachusetts.

**ARTICLE II
Purpose**

- 2.1 The purpose for which this Corporation is formed is to own and operate a cooperative manufactured housing community, herein after referred to as the “Community,” on a cooperative basis for the benefit of the current and future resident homeowners, and such other purposes as are set forth in the Articles of Incorporation.
- 2.2 The Corporation is formed and shall be operated exclusively for the following purposes:
 - A. To promote the mutual interests and needs of the manufactured home park residents of Town and Country Estates for a safe, stable, and secure environment in which to live as residents; and,
 - B. To acquire, own and operate Town and Country Estates in Kingston, Plymouth County, the Commonwealth of Massachusetts (the "Community") to provide decent, affordable manufactured home sites for residential use as well as to provide and maintain appropriate common services, facilities, and improvements for the benefit of its current and future, and to own, lease, operate, maintain and improve the Property as a cooperative manufactured housing community for the benefit of the holders of the common stock of the corporation holding leases for Housing therein.
 - C. To acquire or lease the land and buildings (if any) now known as "Town and Country Estates " in Kingston, Plymouth County, Massachusetts (the "Property"), and to own, lease, operate, maintain and improve the Property

as a cooperative manufactured housing community for the benefit of the holders of the common stock of the corporation holding leases for Housing Units therein;

- D. To issue capital stock of the corporation to natural persons who intend to occupy Housing Units in the Property (and, subject to regulation and limitation by the Directors, to persons or entities which, on the date of acquisition of the Property, owned manufactured homes located on Housing Units), and to lease such Housing Units, on such terms as it may choose, to stockholders of the corporation and to natural persons who are not stockholders of the corporation.;
- E. To mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated, on behalf of the corporation or for any other corporate purpose;
- F. To give guarantees and incur liabilities, borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the corporation and the objects of its business and to secure the same by mortgage, pledge or other hypothecation of any of the assets or property of the corporation;
- G. To enter into regulatory and other agreements with the Federal Housing Commissioner, the U.S. Secretary of Housing and Urban Development, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other office or agency of the United States, the Commonwealth of Massachusetts or the Kingston, Plymouth County in connection with the financing or operation of such housing;
- H. To purchase, receive, take, or otherwise acquire, own, hold, sell, lend, exchange, transfer or otherwise dispose of, pledge, use and otherwise deal in and with its own shares, as long as such purchase or acquisition does not contravene any mortgage, regulatory agreement or other agreement of the corporation of any statute or law of the Commonwealth;
- I. To enter into, perform and carry out contracts of any kind, including without limitation a contract employing a management agent to facilitate the management and operation of the Property, and to engage in any and all other activities necessary, convenient, appropriate, or incidental to any of the foregoing and the accomplishment of the purposes of the corporation;
- J. To make donations, irrespective of corporate benefit, for the public welfare or for community fund, hospital, charitable, religious, educational, scientific, civic or similar purposes; and

- K. In general, to carry on any and all businesses and activities permitted by the laws of the Commonwealth of Massachusetts to a cooperative housing corporation organized under Chapters 157B and 156B of the General Laws, as amended from time to time.
- L. To preserve the community's status as a 55-and older community

ARTICLE III **Members**

3.1 Definition

For the purposes of these Bylaws, "Member" is defined as in Article 3.3, below, and may be used interchangeably with "Stockholder."

3.2 Classes of Members

There shall be two types of members of the corporation: General Members (hereafter called "Members") who hold any class of Common Stock, and a Limited Interest Member (hereafter specifically called "Limited Interest Member"). The Limited Interest Member shall specifically be regulated by, and only by, the following Section, and shall have only the specific powers granted therein.

3.3 Limited Interest Member

The Limited Interest Member shall have the rights, privileges and obligations of the Limited Interest Stockholder as set forth in Articles IV and V of the Articles of Organization.

- A. The Limited Interest Member shall be ROC USA, LLC, its successors, and assigns.

ROC USA, LLC is a charitable organization within the meaning of Section 501(c) (3) of the Internal Revenue Code. The mission of ROC USA, LLC is to provide affordable housing through the use of manufactured homes or other housing alternatives in resident-owned cooperative communities. ROC USA, LLC may assign its Limited Interest Member to another 501(c)(3) entity whose mission and purpose is similar to the mission and purpose of ROC USA, LLC. In the event ROC USA, LLC dissolves or otherwise ceases to continue its legal existence without designating a successor Limited Interest Stockholder, the Attorney General of the State of Massachusetts may appoint a successor Limited Interest Member whose mission and purpose is similar to the mission and purpose of ROC USA, LLC. In the event that the Attorney General of the

Commonwealth of Massachusetts fails to appoint a successor Limited Interest Member, the Cooperative shall file an application with the Plymouth County Superior Court or Supreme Judicial Court for the Commonwealth of Massachusetts fails to appoint a successor Limited Interest Member, the Cooperative shall file an application with the Plymouth County Superior Court or Supreme Judicial Court for the Commonwealth of Massachusetts requesting that the Court appoint a Limited Interest Member whose mission and purpose is similar to the mission and purpose of ROC USA, LLC.

The Cooperative may not undertake any of the following without the affirmative vote of the Limited Interest Member:

The Limited Interest Member's consent shall be required to:

Amend the Articles of Organization, or these Bylaws, in any manner which would compromise, lessen, restrict or impinge upon the privileges and authorities of the Limited Interest Member or the nature of the corporation as a zero equity cooperative style organization, as set forth herein, but not limited to:

1. Increasing the cost of Common Stock other than uniformly to all similarly situated Common Stockholders.
2. Imposing any fee, cost, tax, imposition or charge of any sort upon the Limited Interest Stockholder.
3. Allowing a Common Stockholder to transfer his or her Common Stock to a third party or otherwise allow Common Stock to be traded, bartered or transferred.
4. Increasing the fee charged by the Cooperative to become a Common Stockholder to an amount in excess of \$1,000.00.
5. Applying the earnings, surplus or profit produced by the Cooperative other than for the benefit all Common Stockholders equitably by application of retained earnings for capital improvements or the payment of reserves to or for the benefit of Common Stockholders,
6. Operating in a manner that is inconsistent with the Statement of Cooperative Identity adopted and published by the International Cooperative Alliance.
7. Sell, transfer, lease or otherwise alienate all or a part of the legal or equitable title to the Cooperative's real property (the legal description of which is annexed hereto as Schedule A), except, however, the Cooperative (1) may lease each of its separate lots or parcels to a Member solely for such Common Stockholder's residential use (2) may mortgage the Cooperative's real property provided the net proceeds of the financing are used in the

- furtherance of the corporate purpose and the operating and capital improvements needs and plans of the cooperative.
8. Change the purpose of the Cooperative from the purpose set forth in Article II of these Bylaws
 9. Change the Cooperative's form of doing business such as converting the Cooperative's form of organization from a limited-equity cooperative cooperation to a limited liability company, stock cooperative or partnership.
 10. Cause the Cooperative to file or consent to the filing of any bankruptcy, insolvency or reorganization, case or proceeding, seek or consent to the appointment of a receiver, liquidator, assignee, trustee, custodian or other similar official for the Cooperative or all or any portion of the Cooperative's properties, or make any assignment for the benefit of the creditors of the Cooperative.
 11. Engage in a merger, consolidation or reorganization.
 12. Cease the operation of its business.
 13. Modify the dissolution constraints set forth in the Articles, and/or adopt a plan of dissolution or distribution (other than payment of annual dividends or refunds).

Except as set forth in this paragraph, the Limited Equity Member shall have no rights or powers within the corporation, and without limiting the generality of the foregoing, shall have no voting rights, nor any rights to profits dividends or proceeds of any kind.

ALL FURTHER REFERENCES TO "MEMBER" IN THESE BYLAWS SHALL REFER TO GENERAL MEMBERS EXCEPT WHERE EXPLICITLY PROVIDED, OR WHERE THE CONTEXT CLEARLY INDICATES OTHERWISE.

- B. A "Member" is defined as each household holding voting stock of a cooperative corporation, occupying one of the 212 sites in the Property, as defined below, and approved by the Cooperative's Board of Directors, provided that all adult members of the household (18-years-or-older, recognizing that the community is a 55-and older community) individual(s), without regard to their race, color, religious creed, national origin, sex, sexual orientation, age, children, ancestry, marital status, veteran history, public assistance reciprocity, or mental or physical handicap, who:
1. Own and reside, as their primary residence, in a manufactured housing unit (herein after referred to as the "Home") in the

Community and any spouse entitled to a homestead interest and the other adult members of the household who 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.

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

"Ownership" shall, at the formation of this Corporation, be assumed of all that appear upon the rent roll as owners, until such time as proven else wise. The Corporation's assumptions as to ownership are for its purposes only and have no legal standing.

2. Is/are in good standing with the Corporation. A "Member in good standing" is a Member whose lot rent (and share payment agreement, if applicable) are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current. Good standing shall also mean (1) owning and occupying a Home in the community, as their primary residence; and (2) abiding by all community rules and regulations.
3. Is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Corporation and in the operation of the community.

3.4 Membership Rights

- A. A Member will have a perpetual right to occupy a Lot within the community as long as he or she continues payment of the lot rent and compliance with the other terms of the Member Occupancy agreement, the Bylaws of the Corporation, any restrictions of record, 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 their membership and his or her right to occupy said Lot.

- C. Only one Membership interest will be assigned to a Home, and only one full vote may be exercised under a Membership interest.

3.5 Membership Obligations

- A. All Members and non-Member tenants are required to pay their lot rent. This lot rent, initially established by the Membership of the Corporation, may be increased by a majority vote of the Corporation Board of Directors or a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, with a thirty (30) day written notice to all Members and non-Members.
- B. A Member will participate cooperatively in the operation of the Corporation and will abide by the Corporation's code of conduct policies whenever said member is involved in the official business of the Corporation.

3.6 Enrollment of Members

- A. Prospective homeowners seeking to rent a lot in the Community must become Members of the Corporation. Owners seeking Membership shall:
 - (1). Apply for Membership on a form prescribed by the Membership Committee;
 - (2). Be approved for Membership by a majority vote of the **Board of Directors**, which approval shall not be unreasonably withheld;
 - (3). Pay in full the Membership fee;
 - (4). Execute an Occupancy Agreement in a form approved by the Board;
 - (5). Have an intent to occupy a Home in the Community, as their primary residence, and;
 - (6). Commit to the purposes and policies of the Corporation including the Community Rules and these Bylaws.
- B. Owners of homes in place at the time the corporation purchases the community have the right to become members without Board approval as per 2 above; but, must fulfill all other membership enrollment conditions (1), (3), (4), (5), (6) above.
- C. Buyers of homes may be approved for membership conditional upon purchase and occupancy of the home, as defined herein.

- D. A person is considered a buyer or owner if he or she seeks to or does own or co-own a Home directly or as Trustee of his/her/their “living”, “Grantor” or Irrevocable trust (see definition at paragraph 3.3(B) 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 Corporation 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.

3.7 Membership Fee

- A. The Membership Fee shall be \$100. The Membership Fee accumulates no interest.
- B. A Certificate of Membership, which shall represent the Member’s share of the corporation, shall be issued to any Member (including the Trustee of any Member’s approved “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 Corporation and does not interfere with the effective operation of the Corporation. The certificate is not transferable, except by permissible will or trust distribution (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 anyone who does not plan to own the home and reside in the Community, as defined herein, nor shall a non-resident successor trustee of 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, 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 Corporation, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Corporation; 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 Termination and Expulsion

- A. Any Member whose activity in the Corporation is contrary to basic cooperation principles (see copy of International Cooperative Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Corporation or be expelled from Membership in the Corporation by a majority vote of the Board of Directors. Loss of Membership carries with it loss of all Membership privileges, including the right to occupy a Lot and any Member lot rental rate. Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Membership, as outlined in this Article 3.7(A), shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15) day notice. If the Member is expelled, 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 Corporation on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. A member who has been expelled from Membership but who has not been evicted is required to sign a new Occupancy Agreement designated for Non-Members. An eviction of the Member shall automatically terminate his or her Membership.

The Board of Directors will hold a hearing to determine if there is reason to call a Special Meeting of the Membership to vote on expulsion of the Member. If the Board determines that a vote on expulsion of the Member should occur, the Board will call a special meeting for the purpose of determining whether this Member should be expelled.

In order to expel a Member, three-quarters of the Members present at the Special Meeting must vote for expulsion. The number of Members voting for expulsion must also be at least a majority of the Members in the community.

- B. A Member need not be expelled from membership 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. A failure to terminate Membership shall NOT deny the Board's right to bring about eviction in a competent court of law and the denial of a Membership termination shall have no presumptive impact on grounds for eviction.

- C. Any Member who wishes to be represented by legal counsel at any such meeting or hearing 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 Corporation be responsible for the legal fees of the Member.

3.9 Member Dividends and Refunds:

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

ARTICLE IV Sale and Rental of Homes

4.1 Use of Homes

- A. In order to unify the Members and make the Corporation stronger, all Homes within the community must be owner-occupied, unless an exemption is granted by the Board of Directors according to the procedures outlined in Article 4.1 B below. Failure to comply with this article may result in an eviction from the Community.

- B. Excepting those homes rented at the time of community purchase, renting 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. No rental contract exceeding one year may be approved, and each modification or renewal of a rental contract shall need Board approval. The vote of the Board of Directors shall be maintained in the official records of the Corporation.

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 30-days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in the community 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 Corporation. The seller shall supply the Corporation 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 3.6D, which applies here as well.
- C. If the Corporation is owed money by the Member or the Member is in breach of any other obligation to the Corporation, the Board of Directors may consent to the transfer, as requested by that Member 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 Member's Home for those amounts due and owing the Corporation. The documents shall only be recorded upon payment to the Corporation of all outstanding balances due to the Corporation.

4.3 Sale of Member Homes

- A. For a period of thirty (30) days following the delivery of the notice to the Board required in Article 4.2 above, if the Member receives more than one offer, which the Member is prepared to accept, and which are 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 Member is not required to, and has no obligation to inquire as to the income of the prospective buyers, and the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.
- B. A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income

in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

- C. The Board of Directors shall purchase the Membership interest from said Member household by paying them an amount equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Corporation, 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 Corporation.

4.4 Vacant Lots

Any lot in the Community that becomes vacant (other than a temporary vacancy when a Member of the Corporation 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 Corporation 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 Owned Housing Units

Housing units that become the property of the Corporation may be sold by the Board of Directors to non-occupant owners who wish to rehabilitate or replace the home, and resell it to a resident occupant, under the following rules:

- A. The purchaser is purchasing the home in order to rehabilitate it or replace it, and expects to have the unit completed and habitable, or completely replaced within 90 days.
- B. The purchaser proves, to the satisfaction of the board, his or her ability to successfully rehabilitate the home themselves or through other licensed professionals.
- C. The purchaser must purchase the unit from the Corporation in advance of rehabilitation or replacement.
- D. The purchaser must pay rent and any other common costs and assessments, at a minimum of member rate, for the period that they own the unit. The Board of Directors may require prepayment of rent, deposits or other surety to ensure compliance by the purchaser, at their own discretion.

- E. The purchaser shows proof of insurance for themselves and all contractors and acquires or carries all permits and licenses necessary per local code.
- F. The purchaser must enter into a written agreement with the Corporation, including a time plan for construction, utilities hook-up, storage and disposal of waste, all of which is at their own expense.
- G. The unit cannot be occupied until sold to an owner-occupant who is approved to join the Corporation.
- H. The Board of Directors may set up fines for non-compliance with rules or other restrictions in accordance with schedules as determined by the Board from time to time. The Board of Directors may enforce this by taking a lien on the unit or any other contractual or legal action they deem necessary.
- I. Owners of units in rehabilitation under this clause are not Members of the Corporation, as herein defined.

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. Thirty percent (**30%**) 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.
- B. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a majority vote of Members present (including through votes) except for motions affecting the Bylaws, and Community Rules. Absentee ballots may not count toward quorum.
- C. The Bylaws of the Corporation, and the Community Rules shall be adopted or repealed by at least a majority vote of the total Membership of the corporation.

- D. 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.
- E. 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 Corporation's Membership meeting minutes. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted or otherwise published to the members within 3 days.

5.2 Annual Meeting

- A. The Annual Meeting of the Members shall be held in the eleventh month of each fiscal year in Kingston, Plymouth County, Massachusetts or a place designated by the Board of Directors within 10 miles of the Community. Fifty percent (**50%**) of the current Membership shall constitute a quorum
- B. The Board shall give written notice of the Annual Membership Meeting not less than 10 calendar days nor more than 60 calendar days before the date that such a meeting is to be held. Such written notice shall be given in writing to each Member at his/her address, and 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 Corporation 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 budget shall show all income and expenses, the amounts budgeted by accounts and expenses classification, including, but not limited to, reserve accounts for capital expenditures, mortgage payment and interest, deferred maintenance and repair, taxes, rubbish removal, snow plowing, insurance costs, fees payable to the Internal Revenue Service,

Town of Kingston, Plymouth County and/or the Commonwealth of Massachusetts and include proposed future rents.

- E. The budget adopted by the Board of Directors shall be presented to the Membership for ratification at the Annual Meeting for a vote of the Membership. At said Annual Meeting the Membership may, by majority vote, revise the budget.
- F. 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 President, on his or her own initiative, the Board of Directors on its own initiative, or by petition of at least 10% of all Members. Such Member petition may be delivered to the Secretary (or in the event the Secretary is unable or unwilling to call such a meeting, then by any other officer upon receipt of such petition which officer shall call a special meeting). The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after it initiates such meeting, or after receipt of such demand, as the case may be.
- B. The Secretary of the Corporation 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. Business at a Special Meeting of the Membership is limited to the Scope of the Notice Provided. Absentee Ballots, witnessed by a director, are allowed as provided under 6.2 (B) only if a specific question is being asked of members at a special meeting, and if it is included in the Scope of Notice.

ARTICLE VI

Board of Directors

6.1 Number and Term of Directors

- A. The Board of Directors shall consist of 7 Directors. Directors must be Members who are in good standing with the Corporation.
- B. Directorships will not be denied to any person on the basis of race, color, religious creed, national origin, sex, sexual orientation, age,

children, ancestry, marital status, veteran history, public assistance reciprocity, or mental or physical handicap. 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 Corporation.

- C. The first elected Board shall have odd staggered terms. The first term of the elected officers/directors shall be as follows:

President:	2 Years
Vice President:	1 Year
Second Vice President	2 Years
Secretary:	2 Years
Assistant Secretary	1 Year
Treasurer:	1 Year
Assistant Treasurer	2 Years

After the initial term, each officer/director shall serve 2 years such that approximately half of the board is elected each year, with the remainder the next year.

Each director shall serve from the time of his or her election at the annual meeting until his or her successor has been elected and qualified.

- D. No more than one individual from each Member household may serve on the Board of Directors at any given time.

6.2 Election of Directors

- A. In the month of **February** each year, three members shall be elected to serve as an “Election Committee”. Members of this Committee may not be a candidate for any elective office. The Committee is responsible for providing Members with written instructions and procedures for the conduct of the election to be held in **May**, as well as the list of nominees, per the Election Policy and Procedure.

Nominations for all elected positions are conducted from the floor of the meeting held in the month of **April**. Any Member in good standing may be nominated. Members nominated must be present at this meeting, and are required to accept or decline their nomination. A Member may be a candidate for only one elective office.

If all of the nominated Members for the elective offices are unopposed, then the President may entertain a motion that all Members be duly elected by acclamation. In this situation, there will be no further election.

If an election is to be held, it will be conducted at the annual meeting in **May**. Prior to Election Day, the Committee provides a written notice to the Members of the Date, Time and Place the election will be held. Rules for voting together with a sample ballot are then posted on all Bulletin Boards and in the Community Center. On Election Day, all Members voting are required to register at the designated stations (by Street) prior to receiving a ballot. The Election Committee has prepared a complete update Members list of all eligible voters to be used in the voting process. Following voting, ballots are then placed in the "Ballot Box" by the voter located at the designated check-out station.

As soon as voting is over, ballots are opened (in public) and counted by the Election Committee. The results are tabulated and the results are posted on all Bulletin Boards and at the Community Center. Ballots are then sealed in the Ballot Box and are held in case of a recount challenge.

- B. The Board of Directors may allow for an absentee ballot for the following reasons: vacation or travel, hospitalization, or shift work. A request for an absentee ballot must be made in writing at least seven (7) 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.

6.3 Powers

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Corporation operations.
- B. No Director may act on behalf of the corporation 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 Membership approval.
- D. The Board of Directors may from time to time set up committees and/or ad-hoc groups to work on specific responsibilities, with the committee Members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.

6.4 Resignation

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

6.5 Removal

- A. Any Director whose actions are determined to negatively affect the operation of the Corporation may be removed by a majority vote of the Members present at any regularly scheduled or special meeting of the Membership where a quorum is present, provided that a 10-day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after:
 - i. If initiated by the Board of Directors-a majority vote of the Board of Directors, or
 - ii. If initiated by a Membership Petition-after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 25% of the Membership.
- B. Said Notice shall clearly advise that, once a quorum is established, a majority vote of the Members present will be needed to remove the Director.
- C. The notice shall state the date, time and place of the meeting where said vote will be taken.
- D. If the members' petition for removal of a Director does not state that the vote to remove is requested for the next Regularly Scheduled Meeting, or if the Board of Director lacks time to give the required Notice to the Director to be removed before the next Regular meeting, then the Board of Directors shall take said Petition for Removal to also be a request for a Special Membership Meeting for said purposes, and proceed in accordance with these Bylaws regarding Special Meetings, and shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such Petition. The Secretary of the Corporation 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.

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, which shall not be counted as a consecutive term for the purposes of Article 6.1 of these Bylaws.

However, In the event of simultaneous resignation and/or removal of three or more directors, the Member new elections to fill those seats must take place within 40 days.

6.7 Compensation

Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses paid while conducting legitimate Corporation business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may not simultaneously serve on the Board and receive compensation for services, products, or contracts, and may not be employed by the Corporation.

ARTICLE VII **Officers**

7.1 Roster of Officers

The Officers of the Corporation shall consist of a *President, Vice President, Second Vice President, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer*, and any other designated position as decided by the Membership. All Officers are Directors of the Corporation and must meet the requirements for being a Director set forth in Article 6.1. Each officer shall be elected to his/her position by vote of the Members unless written in this document.

7.2 Election and Removal of Officers

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

7.3 President

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

7.4 Vice President and Second Vice President

The Vice President shall preside at all meetings in the absence of the President and shall perform such duties delegated to them by either the Board or the President. They shall report on the activities of the President to the Board in the absence of the President. The Second Vice President shall serve as the Vice President in the absence of the Vice President

7.5 Secretary and Assistant Secretary

The Secretary and Assistant Secretary shall keep the records of the Corporation and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. They shall keep a true record of the proceedings of all meetings of the Directors and Members. The Assistant Secretary shall serve as the Secretary in the absence of the Secretary. If both the Secretary and Assistant 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 and Assistant Treasurer

The Treasurer shall have charge of all the funds of the Corporation and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Corporation 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 Corporation accounts shall bear the signature of at least the President and one of these other Officers: Treasurer or Secretary As a standard fiscal control, a Member of the Corporation other than the Treasurer shall reconcile the Corporation accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service. The Assistant Treasurer shall serve as the Treasurer in the absence of the Treasurer

7.7 Powers

All Officers of the Corporation 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 7 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 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 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 permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in

a meeting by this means is considered to be present in person at the meeting and such Director is included in a quorum count.

8.5 Action without a Meeting

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

8.6 Proxy Voting Prohibited

Proxy voting is prohibited.

ARTICLE IX **Indemnification and Bond**

9.1 Indemnification

- A. None of the Directors, Officers or Members shall be personally liable for the debts, liabilities or other obligations of the Corporation.
- B. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director or Officer of the Corporation, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Corporation, indemnity for his or her reasonable expenses, including attorneys' fees incurred in the defense of the proceeding, may be assessed against the Corporation, its receiver, or its trustee, by the court in the same or a separate proceeding if (1) the person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court; and (2) the court finds that his or her conduct fairly merits such indemnity. The amount of such indemnity shall be so much of the attorneys' fees incurred and other expenses as the court finds to be reasonable.
- C. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, Officer, or employee of the Corporation, in any proceedings other than an action by the Corporation, indemnity for his or her reasonable expenses including

attorney fees incurred in the defense of the proceeding may be paid by the Corporation 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 Corporation; any such indemnity shall be made as authorized by majority vote of the Membership.

9.2 Bond

Each Officer, Director, employee, and agent handling funds or securities amounting to **\$1,000** or more in any one year shall be covered by adequate bond or insurance in accordance with state law, protecting the Cooperative from loss due to mishandling of funds.

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 Corporation will be signed and executed by the President and one other Director. The Board will authorize by written resolution all final documents to be so executed. No more than one individual from each Member household may have signing authority.

10.2 Disbursement of Funds

- A. All checks disbursing funds from any of the Corporation's accounts will require two signatures- that of its President and one of either the Treasurer or Vice President. No more than one individual from each Member household may have signing authority.

- B. Any decision that may commit expenditures of **three thousand dollars (\$3,000)** or more of Corporation resources per Fiscal year, unless it appears in the approved annual budget, shall be made by the Membership at an Annual or Special Meeting of the Members. Capital Improvement and Replacement Reserve expenditures that do not appear in the member-approved Capital Improvement Plan that exceed **five thousand dollars (\$5,000)** 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:

In addition to the requirements of these Bylaws, The Corporation through a membership vote, shall adopt and all Director-Officers shall abide by a Code of Ethics, a Procurement Policy, and a Conflict of Interest policy and Procedure. No member of the Board of Directors may be retained by the Corporation for compensation whether as an employee, independent contractor, consultant or in any other capacity. The role of employee, contractor, or vendor is inherently a conflict of interest with the director's role as a Board Member, and that conflict cannot be waived by the Board or Membership.

10.4 Records

The records of the Corporation 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 Corporation shall be open to the inspection of any Member at a reasonable time and place within 72 hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.

B. The Treasurer will make the Annual Financial Statements available to the Board within three months after the end of the fiscal year.

10.6 Fiscal Year

The fiscal year of the Corporation shall be the twelve (12) month period ending the last day of March of each year. The Corporation 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 Sale, lease, or exchange of corporate property and assets; grant of security interest.

A vote of two-thirds of members entitled to vote thereon at a meeting duly called for the purpose, with notice given as provided in Article 5.3, and, for transactions covered under Article 3.2, approval of the Limited Stock Interest Holder, shall be REQUIRED for the sale, lease, exchange or other disposition of all or substantially all of its property and assets. No such vote of the members shall be required if such transaction does not involve or will not result in a material change in the nature of the activities conducted by the Corporation.

10.8 Dissolution

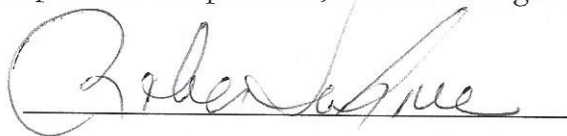
- A. A vote of two-thirds of members entitled to vote thereon at a meeting duly called for the purpose, with notice given as provided in Article 5.3, and approval of the Limited Stock Interest Holder, shall be REQUIRED for the dissolution of the Cooperative.
- B. In the event of dissolution of the Corporation, the assets, after payment of the Corporation's debts and expenses, shall be distributed in the following manner:
 - a. 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 shall be returned to those Members entitled to them in accordance with patronage.
 - b. Any surplus remaining after the distributions in the foregoing paragraph 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 procedural question not covered in these Bylaws or adopted Board policies, the guidelines in "Parliamentary Procedure for Manufactured Housing Community Corporations" as published in the Management Guide for Resident-Owned Communities © 2003, 2007, 2013 ROC USA, LLC, shall prevail. If neither these Bylaws nor the Management Guide cover an issue of procedure, 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 Town and Country Kingston Estates Cooperative Corporation, at its meeting held on April 1, 2017



Name: Roberta Love
Secretary of the Corporation

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://www.ica.coop/al-ica/>.