

Application for Membership Packet

View Point Cooperative, Inc.

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Other Documents:

- Consumer Authorization and Release
- 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
View Point 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, water lines and septic
- ☐ Conveniently located for natural beauty, employment, and shopping
- ☐ Clean and well maintained
- ☐ Strong sense of community
- ☐ Members (you) create and live by the Community 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** and submit with the following items:
 1. **Consumer Authorization and Release**, completed by all adult applicants who have any income that might be relied on by the Cooperative for payment of 'carrying charges' (rent).
 2. **A non-refundable Application Fee of \$60.00** for each household member who is required to complete a Consumer Authorization and Release.
 3. **A non-refundable Application Fee of \$35.00** for each household member who is 18 years of age or older, and whose income is NOT used to pay lot rent (carrying charges).
 - a. **Note – all household members who are 18 years or older will be charged EITHER the \$60.00 fee OR the \$35.00 fee, not both.**
 - b. **Applicants who have lived outside of the state of NH, and are 18 years or older**, will be charged an additional fee to cover the out-of-state criminal record check and will be required in all cases to complete a **Consumer Authorization and Release Form**.
 4. **NH Criminal Record Release Form**, completed, notarized and signed by each household member who is 18 years or older.
 5. A copy of **photo identification** for each applicant who is required to complete a **Consumer Authorization and Release**, as directed above.
 6. **Community Rules/Bylaws Acknowledgment Form**

7. **Proof of income**, including the previous month's pay-stubs and the previous years Federal Income Tax Returns (if filed), and/or proof of Social Security and/or SSD income, monthly annuities income and/or proof of any other sources of income.
- ❑ 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.
 - ❑ 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 \$500.00 (five hundred dollars) 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 (enclosed), with all household members listed.
- ❑ Return your completed **Volunteer Interest Sheet**
- ❑ Pay your first monthly lot rent of \$495
- ❑ 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 email or call Laurie Tyler, President – View Point Cooperative Board of Directors.

Laurie can be reached at (603) 313-9058 or laurietyler24@twc.com.

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 Community 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 Community 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 Community 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
View Point Cooperative, Inc.

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

Address (street, city, state, zip):

Landlord: _____ phone: _____

Address (street, city, state, zip):

Landlord: _____ phone: _____

Applicant Employer: _____ **Phone:** _____

Address: _____

Co-applicant employer: _____ **Phone:** _____

Address: _____

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 Community Rules and be a good cooperator. 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 View Point Cooperative, I/we are aware that a Membership Fee of \$500.00 (five hundred dollars) 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 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 or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

View Point Cooperative, Inc.
Community 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 View Point Cooperative, Inc. Community
Rules and the bylaws.

By signing and dating this form, I/we acknowledge that we understand and will obey the
Community Rules and bylaws of View Point 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: _____

View Point 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 |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

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"/> Community 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 : _____

Best time to call: _____

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>

CONSUMER AUTHORIZATION AND RELEASE
(PLEASE PRINT CLEARLY)

Applicant _____
First MI Last

Social Security # ____ - ____ - ____

Date of Birth ____ / ____ / ____
mo day year

Current Address

_____ city state zip

how long? _____

Co-Applicant Name _____
First MI Last

Social Security # ____ - ____ - ____

Date of Birth ____ / ____ / ____
mo day year

Current Address

_____ city state zip

how long? _____

I/We hereby authorize **View Point Cooperative, Inc.** to obtain my/our consumer report/credit information, credit risk scores and other enhancements to my/our consumer report (hereinafter collectively referred to as "Report") from one or more of the three national credit reporting repositories (Equifax, Experian, Trans Union) and provide a copy of the Report to:

View Point Cooperative, Inc. for the purpose of assessing my/our Application for Membership in said Cooperative. I/We understand that 'other enhancements' includes conducting a national criminal background check, to which I/We give my/our consent.

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

I/WE further authorize the **View Point Cooperative, Inc.** to contact the references listed on my/our application in order to assess my/our Application for Membership in said Cooperative.

I/WE further authorize the **View Point Cooperative, Inc.** to verify past and present landlord references in order to assess my/our Application for Membership in said Cooperative.

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

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

Applicant

Date

Social Security Number

Co-Applicant

Date

Social Security Number



State of New Hampshire
Department of Safety
DIVISION OF STATE POLICE
Central Repository for Criminal Records
33 Hazen Drive, Concord, NH 03305

CRIMINAL RECORD RELEASE AUTHORIZATION FORM

SECTION I

PLEASE TYPE OR PRINT CLEARLY, ALL INFORMATION IN THIS SECTION **MUST BE COMPLETED**

NAME _____
LAST (MAIDEN/ALIAS) FIRST MI

ADDRESS _____
STREET CITY STATE ZIP CODE

DATE OF BIRTH _____ HAIR COLOR _____ EYE COLOR _____ SEX _____

DRIVER LICENSE NUMBER _____ STATE _____

PURPOSE OF RECORD: ☐ Housing ☐ Employment ☐ Annulment/Expungement ☐ Other: _____

My signature below certifies I am the individual listed above and that the information provided is true.

YOUR SIGNATURE: _____ DATE _____
Signed under penalty of unsworn falsification pursuant to RSA 641:3.

SECTION II

IF RECORD IS TO BE MAILED **TO YOU, OR** RECEIVED BY SOMEONE OTHER THAN YOURSELF,
ALL OF SECTION II MUST BE COMPLETED

I hereby authorize the release of my criminal record conviction(s), if any, to the following individual:

View Point Cooperative, Inc - Chairperson Membership Committee

NAME OF PERSON/FIRM TO RECEIVE RECORD

ADDRESS **93 California Brook Road, Swanzey** **NH** **03446**
STREET CITY STATE ZIP CODE

YOUR SIGNATURE _____ DATE _____

NOTARY'S SIGNATURE _____ DATE _____
(Affix Seal) (Comm. Exp.)

SIGNATURE OF PERSON/FIRM TO RECEIVE RECORD

NOTE: A \$25.00 fee is required for each request - make checks payable to: State of NH - Criminal Records

Member Occupancy Agreement

View Point Cooperative, Inc.

This Agreement, made and entered into at Swanzey State of New Hampshire this _____ day of _____, 20____, by and between the View Point Cooperative, Inc. a non-profit consumer cooperative association organized under the New Hampshire Consumers' Cooperative Association Act, RSA 301-A, having its principal place of business at 93 California Brook Road, Swanzey, 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 View Point Cooperative, Inc. (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles of Incorporation and the bylaws of the Cooperative and is familiar with their terms; 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 five hundred dollars 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 - Lot Rent: The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of Five hundred thirty dollars (\$530.00) for Members owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Cooperative, as estimated by its Board of Directors, to meet its expenses and reserves. The Lot Rent may be increased according to the bylaws, with a sixty (60) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a \$25.00 (twenty-five) discount for Lot Rent postmarked by the seventh day of each month. All discounts forfeited shall be considered additional rent hereunder.

The Member further agrees to timely pay when and if due to the Town of Swanzey all property taxes assessed against the manufactured housing unit owned by the Member. (If the Cooperative, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Members' unit, the Members shall promptly reimburse the Cooperative). Any fees advanced by the Cooperative for municipal taxes or other Lot Rent shall be added to the cooperative's lien for unpaid rents. The Cooperative reserves the right to secure its statutory lien (see 205-A:4-a) on the home of the Member for any Member's lot rent and non-reimbursed expenses incurred by the Cooperative.

Article 4 - Waiver of Homestead Interest: Member (and Member's spouse or partner in civil union signing this agreement for these purposes, if not as a Member) hereby waives any and all homestead rights as provided for in 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 5 - Membership Fee: The Member has paid or will pay the Membership Fee by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Cooperative; the payment plan agreed to in the Subscription Agreement is hereby incorporated into this Occupancy Agreement.

Article 6 - Patronage Refunds: The Cooperative may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with RSA Chapter 301-A or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

Article 7 - Member's Further Obligations and Covenants: The Member shall comply with all duties set forth under New Hampshire law, specifically, but not limited to New Hampshire Revised Statutes Annotated Chapter 205-A and Chapter 301-A, and shall further agree to abide by the terms and conditions of this Agreement, and the Articles of Incorporation and bylaws of the Cooperative, and Community Rules of the Cooperative now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable rules in effect at the execution of the Occupancy Agreement.

The Member further agrees to participate cooperatively in the operation and management of the Cooperative by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Members, other tenants, or their respective guests and invitees; to pay any and all damages caused intentionally

or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Cooperative; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Community Rules.

The Member shall be responsible for all maintenance and repair of the lot, including usual maintenance of paved parking spaces if provided, with exception of any underground system, such as underground oil tanks, or water, electrical or septic systems, unless such repair is due to the negligence of the Member. The Member owns and is responsible for all repairs and maintenance of any aboveground fuel-storage Tank (AST) on Member's lot. All ASTs shall be in compliance with "SAFE TANK" standards as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance at the time of the signing of this Agreement shall be brought into compliance at time of occupancy or such other time as may be agreed by a separate written consent of the Cooperative Board of Directors. Any tank not brought into compliance with such standards at time of occupancy or within the time given in a written notice from the Director of Operations or Cooperative Board of Directors at any other time during the term of this Agreement, may be replaced by the Cooperative at the expense of the Member and such expenses may be collected and assessed in the same manner as rents under RSA 205-A:4-a.

Member must have the consent of the Cooperative Board of Directors to plant, cut or trim trees or shrubs. Any and all additions to landscaping become part of the leasehold premises and shall not be removed by the Member except with the expressed written consent of the Cooperative Board of Directors. Member should carry homeowner's insurance including general liability insurance, however, because the cooperative is not able to effectively monitor that the homeowner's insurance coverage is current, it is the homeowner's responsibility to keep it current.

Article 8 - Cooperative's Covenants: The Cooperative shall comply with all duties set forth under New Hampshire law, specifically, but not limited to, Revised Statutes Annotated Chapter 205-A and Chapter 301-A, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, bylaws or Community Rules, as they now exist and as they may be later amended from time to time.

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

Article 9 - Eviction: 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 Revised Statutes Annotated Chapter 205-A, all as they now exist or as they may hereafter be amended from time to time.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Cooperative as well as for any reason specified in New Hampshire Revised Statutes Annotated 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 10 - 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 11 - Limitation on Member's Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of Section II:3 of the Community Rules of the Cooperative as may be amended from time to time and agrees to abide and comply therewith.

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

Article 14 - Notices: Whenever the provisions of law or 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 the President of the Cooperative, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

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

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

Article 17 - 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 would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

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

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

Article 19 - 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 20 - Assignment to Lender: The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Occupancy Agreements between the Cooperative and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

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

Article 22 -Contact Information:

Homeowner Name (s): _____

Telephone: _____

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

Emergency Contact Information

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

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 _____

Witness to all signatures:

Signed _____ Printed _____

COMMUNITY RULES
View Point Cooperative, Inc.

**A Resident-Owned
Community**

Owned and operated by View Point Cooperative, Inc.

Community Rules revised November 16, 2017

Introduction

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

The Board of Directors

IMPORTANT NOTICE REQUIRED BY LAW:

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

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

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

IF THIS PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

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

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

I. GENERAL RESPONSIBILITIES

1) The cooperative is responsible for:

- ☒ All underground utilities
- ☒ Snowplowing of roads
- ☒ Maintenance of roads and common areas
- ☒ Trees
- ☒ Utility Poles
- ☒ Enforcement of the community rules of the co-op
- ☒ Trash Removal
- ☒ Septic Fees from the Town of Swanzey

1) The owner is responsible for:

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

2) All home owners are liable for damages, injury or loss incurred in their homes and on their lot. Home owners must carry homeowner's insurance and provide a certificate of insurance to the Board of Directors each year.

2) The speed limit in the community is Fifteen (15) MPH

3) Discharge of firearms, BB guns archery equipment, paintball guns, fireworks and any other dangerous weapon is not allowed. This is a life safety issue!

II OCCUPANCY

1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's bylaws.

2) All lot rents are due on the first (1st) day of the month. There is a \$25.00 (twenty-five) dollar late fee for rent postmarked after the seventh (7th) day of each month. Cash is not acceptable for

payment of rent. A returned check fee will be assessed a seven (\$7.00) dollar over the current bank fee per check. No re-deposits will be made. Non-members will pay one hundred (\$100.00) dollars above the prevailing member lot rent.

3) Any homeowner wishing to sell or remove their homes is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot rent. In either case, the home owner is responsible for advising potential buyers of the requirement of joining the cooperative as a condition of allowing the home to remain in the community.

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

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

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

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

⌘ Notwithstanding any other By Law prohibition, 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 in:4-a), order directly from the holder of an "Eligible Loan", shall be exempt from any "low income" requirement.

⌘ Notwithstanding rights of the Cooperative under RSA 205-A:4-a or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclosure 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 Cooperatives lien rights, as to amounts owing to it by them 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 be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third-party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

a) For sales of homes:

- i. the letter will contain the agency name, telephone number, and address
- ii. the asking price and the names, telephone number and address of any party having signed eight Purchase and Sales Agreement.

- iii. If the homeowner desires an inspection of the home as a contingency of this sale, it must be done in compliance with RSA 205:A-2:f.
- b) For removal of homes:
 - i. All taxes assessed against the home, Paul Locke grants, fees and assessments are to be paid in full.
 - ii. In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
 - iii. The lot is to be cleaned up any trash, debris, and hazard, i.e. stairs falling apart, out buildings in disrepair, broken glass.
- c) For homes to be moved in:
 - i. The Board of Directors requires written approval of all new and used homes prior to delivery.
 - ii. The Board of Directors reserves the right to inspect and view any used home before moving into the community.
 - iii. If required by local, state or federal regulations, age and condition of the home must first be approved by the regulating authority.
 - iv. All work must meet the minimum standards set by the State of NAH Manufactured Housing installation standards Board, RSA of 205 D: 20, part 603.
- 4) Only those in-home businesses that do not create additional traffic, noise, or order to the community are allowed.
- 5) Sewer systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a co-op member, you are an owner of our systems and care should be taken to protect said systems. If damages to the waste-water systems are found to be due to the homeowners failure to follow this rule the home owner may be responsible for the entire cost of the repair.
- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the co-op's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 7) Notified the Board of Directors if there are any additions of occupant(s) in your home that exceeds 30 (thirty) days. The Board of Directors requires an Occupancy Agreement to be modified to list the new resident(s) as an occupant, but not to sign as a party. Each additional adult occupant must meet the co-ops Criminal Background Criteria.
- 8) All homeowners are responsible for the actions of their guests, members of the household and their pets. Community Rules apply to all guest and invitees, as well as the homeowner household adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 9) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug-free Community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction.
- 10) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 7 AM.
- III. Homeowner owns and is responsible for all repairs and maintenance of any above ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with "SAFETANK" Sanders as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into

compliance. Any tank not brought into compliance with such standards within the time given in a written notice from that Cooperative Board of Directors maybe were placed by the Cooperative at the expense of the homeowner and such expense may be collected and assessed in the same manner as rents under RSA 205-A: 4-a. Screening the tank from view is required and should be constructed according to the rules set forth in Section I I I: Buildings and Structures, Number 5.

IV. All homes purchased in the park must have insurance prior to closing and provide View Point Board of Directors a copy of their insurance certificate at the time of closing.

V. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks and skirting are to be painted or stained and in good repair so that the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on the opening side and in accordance with **town** building codes.
- 4) Two utility buildings are allowed. Metal buildings are not permitted. Any new structure is to comply with the following standards:
 - a) may not exceed 10' x 14' in size
 - b) doors and windows stay in good repair and are able to be closed
 - c) portable garages are allowed, not to exceed 10' x 20' in size
- 5) All buildings, additions, porches, sheds, towers, children's play facilities, fences and decks are to have prior written approval by the Board Of Directors, who must sign the Permit Request, and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowners file.
- 6) Trampolines are strictly prohibited!!
- 7) Pools are not allowed with the exception of wading pools not to exceed 12 inches in height and 4 feet in diameter.
- 8) Commercial signs are not allowed.

IV. SITES

- 1) Freestanding and retractable clotheslines are permitted in the backyard of the lot.
- 2) Rubbish is to be kept in closed containers designated for that purpose and out of sight if possible.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, **the cooperative reserves the right to have the lot clean and paid for at the owner's expense.**
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on the lawns or around homes. No furniture of any kind except for lawn furniture may be outside the home or at the dumpster area.
- 5) Outside burning of leaves, rubbish, etc. is not permitted.
- 6) Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. Temporary fire pits are allowed with the written permission form signed by a Board Member

and a Fire Permit from the Town. This rule does not supersede any and all applicable fire codes.

7) Fences may be used for decorative purposes only and no higher than four (4) feet. No lot perimeter fences are allowed. Yard enclosures are allowed and need to be maintained in good condition, manner and in keeping with the general appearance of the community. The Board of Directors has final approval on fences.

8) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! DIGSAFE regulations apply.

9) Prior written approval by the Board of Directors for planting, trimming and replacement of all large trees and shrubs is required. All permanent landscaping improvements such as walkways/stepping stones to the lot become the property of the Cooperative unless requested and approved otherwise.

10) View Point reserves the right for visual inspections of property with proper notice.

V. VEHICLES

1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. Tire changes and minor actions such as adding windshield fluid are permitted. Vehicle repairs must be completed within 24 hours or less. No changing of vehicle fluids, oil, transmission or anti-freeze is permitted.

2) All current residents must park in their own driveways. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snowplowing or emergency vehicles. Overflow parking will go to the guest parking lot. There is **no** overnight parking on the streets by residents or any guests at any time. Overnight guests that cannot fit in driveway must park in overflow parking area.

3) All current residents must park in their own driveways. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snowplowing or emergency vehicles. Overflow parking will go to the guest parking lot. There is **NO** overnight parking on the streets by residents or guests at any time.

4) We are a motorized recreational vehicle friendly cooperative. Motorized recreational vehicles are welcome to be on cooperative roads but must follow the posted speed limit of 15 M.P.H. and adhere to all safety standards. All motorized recreational vehicles must be registered.

5) There is to be no racing or inappropriate use of any vehicles in the community.

6) The speed limit is the fifteen (15) MPH.

7) Homeowners are responsible for the proper parking of guest's cars. The visitor's cars may be parked on the street, but only for short periods, and not overnight or during snowstorms. Utility or travel trailers and boats may be parked at the sole discretion of the Board of Directors.

8) Campers, tents and all other types of recreational equipment are welcome to be parked in lots or driveways. **LIVING** in any camper, tent or recreational equipment is strictly prohibited on View Point property.

VI. ANIMALS

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

1) Domestic pets are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of foreign and wild animals on any cooperative

property is not allowed.

2) These dogs are prohibited:

- a) any dog with a history of aggressive behavior or biting
- b) any animal that is on a list of prohibited pets, as provided by the co-op insurance company.

3) Two permitted dogs are allowed per household. Dogs shall be kept on a leash, under control at all times and shall not be permitted to make unnecessary noise or create disturbances. A barking dog may not be left outside for longer than 10 min. Dogs are not allowed to stay outside during quiet hours.

4) Two cats are allowed per household. Cats are allowed to roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or confine it to the inside of the home.

5) Pets will not be left outside the home if the residents are not home. Pets will not be noisy, disruptive or cause undue stress or inconvenience to other residents. The pet owner shall be responsible for all damage done by pets or the pets of their guests.

6) All solid wastes from pets are to be picked up by the owner and immediately disposed of in the proper manner.

7) Residents may apply for an exception to the "VI Animal section of the Community Rules" by submitting a Request for a Reasonable Accommodation.

VII. REQUESTS FOR REASONABLE ACCOMODATIONS

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

VIII. 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 canceled by the Cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the cooperative in defending such action. In no event shall the Cooperative be responsible for paying the 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.

IX. SEVERABILITY

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

X. LIABILITY AND INDEMNITY

The cooperative shall not be liable for debt or damage claim for injury to persons, including

homeowners and their guests or for property damage from any cause related to homeowner's occupancy of their lots or pets, guest's, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or caused by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any type, tank, wash stand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair caused by the stopping of waste pipes or overflow of water, and from any and all damages not caused 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, liable 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 Cooperative from any responsibility for any injuries or damage occurring upon or in any way connected with, the premises of 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.

Viewpoint Cooperative, Inc. Community Rules

VIEW POINT COOPERATIVE, INC.

COMMUNITY RULES VIOLATION PROCESS

In the event that a member violates a Community Rule and a proper written complaint is received by the Board, the Board will follow the below process:

1. A member of the View Point Board of Directors will either make a phone call or a house visit to the violating household to discuss the complaint/violation and to allow the Member to resolve the violation within 10 days (if reasonable).
2. If the household in violation does not resolve the complaint/violation, the Board will instruct Hodges (our property management company) to send out their letter of violation.
3. Hodges will continue with their process until violation is resolved or eviction/non-member process is complete.

Jayne Hutchinson 11/26/17

BYLAWS of VIEWPOINT COOPERATIVE, INC.

ARTICLE I

- 1.1 The name of this Corporation shall be ViewPoint Cooperative, Inc., herein after referred to as the "Cooperative," located in Swanzey, County of Cheshire, State of New Hampshire.

ARTICLE II

Purpose

- 2.1 The purpose for which this Corporation is formed is to own and operate a Manufactured Housing Community (commonly known as "Park"), herein after referred to as the "Community," as a Cooperative (RSA 301-A) and be involved in other Cooperative activities, on a non-profit, "Cooperative" basis for the benefit of the current and future Resident Homeowners.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the Community for the current Residents, and to keep it affordable long term for low and moderate-income individuals and families. In accordance with the purpose stated in the Cooperative's Articles of Incorporation, the Cooperative will conduct its business in a manner designed to preserve the affordability of the sites within the Community for low to moderate-income Homeowners.

ARTICLE III

Members

3.1 Eligibility

- A. A "Member" is defined as the adult (18-years-or-older) individual(s), without regard to their social, political, racial, color, national origin, religious, age, sex, sexual orientation, physical or mental disability, or familial or marital status who;
- B. Own and reside in a Manufactured Housing Unit (herein after referred to as the "Home") in the Community and any spouse or partner in civil union entitled to a homestead interest and the other adult Members of their household, all of whom has signed a Member 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
 3. Designates himself or herself as the beneficiary for his, her or their lifetime

- C. Is/Are in good standing with the Cooperative. A "Member in Good Standing" is a Member who's 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.
- D. Is/Are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the Governance of the Cooperative and in the Operation of the Community.

3.2 Membership Rights

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

3.3 Membership Obligations

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 5.1 of these Bylaws, with a sixty (60) day written notice of rent increase to all Members and Non-Members.

3.4 Enrollment of Members

- A. Owners of Homes seeking to reside in a Home and lease a lot in the Community must become Members of the Cooperative. Owners seeking Membership shall:
1. Apply for Membership through providing consent, in written form, to have Cooperative conduct criminal and credit worthiness background checks, as well as completing the membership request forms prescribed by the Board of Directors
 2. Be approved for Membership by a majority vote of the Board of Directors, upon passing the criminal and credit worthiness background checks.
 3. Pay in full the Membership fee
 4. Execute a Member Occupancy Agreement signed by each Adult Household Member
 5. Have a contract to buy and an intent to occupy a Home in the Community
 6. Commit to the Purposes and Policies of the Cooperative including the Community Rules and these Bylaws.
- B. 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

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not be considered a new owner or buyer under this paragraph. Members transferring their Membership into a permissible “living” or “grantor” trust must furnish the Cooperative with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

3.5 Membership Fee

- A. The Membership Fee shall be Five Hundred dollars (\$500.00). This is par value, there is no book value. Membership Fees accumulate no interest.
- B. A Certificate of Membership shall be issued to any Member, or to trustee of any Member’s “living” or “Grantor” trust, who has fully paid their Membership Fee. This certificate shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of a lot in accordance with the Member Occupancy Agreement, provided that the holder also abides by the Community Rules of the Cooperative and does not interfere with the effective operation of the Cooperative. The certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a “living” or “Grantor” trust continue to hold a Membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and Occupancy.
- C. The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Cooperative, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Cooperative; such debts and expenses being legally the responsibility of the Member. The Member shall replenish a capital balance decreased on such account in order to remain in “good standing.”

3.6 Termination and Expulsion

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

- B. The Member shall have the right to appeal the decision to terminate Membership to the next Membership Meeting and will be given a reasonable opportunity to be heard, either in person or by their attorney. Members may request a Special Meeting of the Membership within a reasonable time period and such request will not be unreasonably denied. In the absence of a Board call for a Special Meeting, the member may do so in accordance with Article 5.3 of these Bylaws. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member.
- C. Any Member who wishes to be represented by legal counsel as the result of a Cooperative action must notify the Board of this fact ten (10) days in advance of the Meeting. The Members shall solely be responsible for the cost of his or her attorney. In no case should the Cooperative be responsible for the legal fees of the Member.

ARTICLE IV

Sale of Homes

4.1 Use of Homes

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

4.2 Sale of Member Home

- A. Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Cooperative. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in paragraph 3.3, which applies here as well.
- C. If the Cooperative is owed money by the Member or the Member is in breach of any other obligation to the Cooperative, 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 Cooperative. The documents shall only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative.

- D. 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
 2. The Board of Directors determines that a hardship exists
- E. If an approval is granted, the decision shall specify the hardship circumstances and the conditions of approval. The vote of the Board of Directors shall be maintained in the official records of the Cooperative.
- F. Homes that are rental units at the time the Cooperative purchases the Community, are grandfathered until such time the current tenant vacates the unit or twenty-four (24) months from the date of purchase by the Cooperative, whichever occurs first.
- G. For a period of thirty (30) days following the delivery of the notice to the Board, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a 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.
- H. The following shall apply in all situations where Fannie Mae or USDA-Rural Development holds or guarantees an Eligible Loan on a home in this Cooperative:
1. Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by RSA 205-A:4-a), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.
 2. Notwithstanding rights of the Cooperative under state law, any holder of an Eligible Loan, which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Cooperative Rent and Other Charges owing by a Member under a Member 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 Member 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.
- I. 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.

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

4.4 Vacant Lots

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

ARTICLE V **Membership Meetings**

5.1 How the Membership Can Legally Act

- A. The Membership may act only at a properly called Meeting of the Membership where a quorum is present. 29 Homes or one-third of the current Membership (97 households) shall constitute a quorum at a Membership Meeting.
- B. There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and is presumed valid until the meeting is adjourned.
- C. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules.
- D. The Bylaws of the Cooperative and the Community Rules shall be adopted or repealed by at least a majority vote of the total Membership of the Cooperative.
- E. The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any Regular or Special Meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- F. 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.

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5.2 Annual Meeting

- A. The Annual Meeting of the Members shall be held in the month of May each year in Swanzey, New Hampshire or a place designated by the Board of Directors within Fifteen (15) miles of the Community. An Annual Meeting of Members is to be held at least once a year. (RSA 301-A:21)
- B. The Board shall give written notice of the Annual Membership Meeting not less than fourteen (14) 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. (RSA 301-A:21)
- C. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Cooperative shall be made available to each Member no later than fourteen (14) days before the Annual Meeting for approval by the Membership at the Annual Meeting.

5.3 Special Meetings of the Membership

- A. Special Meetings of the Membership may be called by the Board of Directors or by petition of at least one-tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within thirty (30) days after receipt of such demand.
- B. The Secretary of the Cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than ten (10) days in advance of the meeting date. (RSA 301-A:22)

ARTICLE VI Board of Directors

6.1 Number and Term of Directors

- A. The Board of Directors shall consist of Five (5) Members who are in good standing with the Cooperative.
- B. Directorships will not be denied to any person on the basis of social, political, racial, color, national origin, religious, age, sex, sexual orientation, physical or mental disability, or familial or marital status. To be eligible to serve as a Director, an individual must be a Resident Homeowner of a Manufactured Housing Unit in the Community and be a Member in Good Standing with the Cooperative.
- C. All Directors shall serve for a term of two (2) years, except that at the first election, the Operations Manager and President will be elected for one (1) year terms. No Director may serve for more than three (3) consecutive two (2) year terms, in any one office, or until their successors are duly chosen.

6.2 Election of Directors

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

6.3 Powers

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative Operations.
- B. The Board of Directors may from time to time set up Committees and/or Ad-Hoc Groups to work on specific responsibilities, with the Committee Members serving at the pleasure of the Board of Directors. These Committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these Committees may be found in the Policies of the Cooperative.

6.4 Resignation

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

6.5 Removal

- A. Any Director whose actions are determined to negatively affect the operation of the Cooperative may be removed by a majority vote of the Members present at any regularly scheduled or Special Meeting of the Membership where a quorum is present, provided that a ten (10) day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after:

1. If initiated by the Board of Directors –a majority vote of the Board of Directors where a quorum has been established
 2. If initiated by a Membership Petition – after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership
- B. Said Notice shall clearly advise that, once a quorum is established, a majority vote of the Members present will be needed to remove the Director.
- C. The notice shall state the date, time and place of the meeting where said vote will be taken.

6.6 Vacancies

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

6.7 Compensation

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

ARTICLE VII **Officers**

7.1 Roster of Officers

The Officers of the Cooperative shall consist of a President, Vice President, Secretary, Treasurer and 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 Article 6.1.

7.2 Election and Removal of Officers

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

7.3 President

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

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7.4 Vice President

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

7.5 Secretary

The Secretary shall keep the records of the Cooperative and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. He or she shall keep a true record of the proceedings of all meetings of the Directors and Members. If the Secretary is absent from any such meetings, the Chair may request that some person act as a recording secretary to take the minutes. The Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating Membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.

7.6 Treasurer

The Treasurer 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. As a standard fiscal control, a Member of the Cooperative other than the Treasurer shall reconcile the Cooperative accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted agent of the Cooperative.

7.7 Operations Manager

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.

7.8 Powers

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

ARTICLE VIII **Board Meetings**

8.1 Regular Meetings

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Regular meetings of the Directors shall be held monthly. Notice of the date, 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.

8.2 Special Meetings

Special Meetings of the Directors may be held at the call of the President or any two (2) Directors. Written notice stating the date, time, place and agenda of any Special Meeting shall be posted in a common area and communicated personally to each Board Member not less than three (3) days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

8.3 Meetings

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

8.4 Notice

Written notice stating the date, time, place and agenda of all Board Meetings, Regular and Special, should be posted in a common area no less than ten (10) days before any meeting.

8.5 Quorum

At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established. A quorum is defined as one-third of the current Membership. (29 Homes)

8.6 Action without a Meeting

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.

8.7 Proxy Voting Prohibited

Proxy voting is prohibited.

ARTICLE IX
Indemnification and Bond

9.1 Indemnification

- A. The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Cooperative.
- B. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director or Officer of the Cooperative, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Cooperative, indemnity for his or her reasonable expenses, including attorneys fees incurred in the defense of the proceeding, may be assessed against the Cooperative, its receiver, or its trustee, by the court in the same or a separate proceeding if (1) the person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court; and (2) the court finds that his or her conduct fairly merits such indemnity. The amount of such indemnity shall be so much of the attorneys fees incurred and other expenses as the court finds to be reasonable.
- C. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, Officer, or Employee of the Cooperative, in any proceedings other than an action by the Cooperative, indemnity for his or her reasonable expenses including attorney fees incurred in the defense of the proceeding may be paid by the Cooperative if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed, to the best interest of the Cooperative; any such indemnity shall be made as authorized by majority vote of the Membership.

9.2 Bond

Each Officer, Director, Employee, and Agent handling funds or securities amounting to One Thousand Dollars (\$1,000) or more in any one (1) year shall be covered by adequate bond in accordance with state law. (RSA 301-A: 29)

ARTICLE X
Operations

10.1 Signing of Documents

Two (2) signatures are required on checks and legal documents. No more than one (1) individual from each Member household may have signing authority.

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10.2 Disbursement of Funds

- A. All checks drawn on Cooperative accounts shall bear the signature of at least two (2) of these three Officers: President, Treasurer, or Secretary. No more than one (1) individual from each Member household may have signing authority.
- B. Any decisions that may commit expenditures of Two Thousand Five Hundred Dollars (\$2,500), or more of Cooperative resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual, Special or Regular Meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed Three Thousand Five Hundred dollars (\$3,500) per Fiscal year require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next Regular or Special Meeting of the Membership.

10.3 Ethics, Procurement and Conflict Of Interest

The Cooperative shall adopt, and all Directors and Officers shall abide by a Code of Ethics and a Conflict of Interest Policy.

10.4 Records

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

10.5 Inspection of Books and Records

Records of the Cooperative shall be open to the inspection of any Member at a reasonable time and place within Seventy Two (72) hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters. Any request to review all of the non-privileged records or what is considered to a large or extraordinary record request will not be governed by the Seventy Two (72) hour rule and shall be at the sole discretion of the Board of Directors.

10.6 Fiscal Year

The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of May of each year. The Cooperative shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of state law. (RSA 301-A: 30)

10.7 Dissolution

In the event of dissolution of the Cooperative, the assets, after payment of the Cooperative's debts and expenses, shall be distributed in the following manner: (RSA 301-A: 30)

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- 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.

ARTICLE XI **Rules of Procedure**

In case of any question not covered in these Bylaws or adopted Board policies, the guidelines in "Parliamentary Procedure for Resident-Owned Communities" as published by A Management Guide for Resident-Owned Communities © 2003, 2008 ROC USA, LLC or the foundation document, The Standard Code of Parliamentary Procedure, Fourth Edition, by Alice Sturgis, 2001 shall prevail.

CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of ViewPoint Cooperative, Inc. at its meeting held on

Approved on: 5/24/17

Name: 
ViewPoint Cooperative, Inc., Secretary
President

12/08/2008

Amended on:
05/24/2017 Initials: LT
05/14/2011 Initials: PP

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

Type of Record	Description	Retention Time
Co-op and Board	Articles of Incorporation	Life of Corp. + Seven (7) Years
	Bylaws and Amendments (all versions)	Life of Corp. + Seven (7) Years
	Board Meeting Minutes	Life of Corp. + Seven (7) Years
	Membership Meeting Minutes	Life of Corp. + Seven (7) Years
	Community Rules and Amendments (all Versions)	Life of Corp. + Seven (7) Years
	Copy of Loans and Mortgages	Until Discharge is Recorded
	Copy of the Deed	Until Property is Sold
	Correspondence	Two (2) Years
	Grant Applications	Two (2) Years after Completion of Project
	Insurance Policies and Certificates	Two (2) Years after Expiration
Financial Records	Construction Documents	Twenty (20) Years after Completion
	Invoices and Receipts	Three (3) Years
	Bank Statements	Three (3) Years
	Financial Reports	Three (3) Years
	Audit Records	Three (3) Years
	Tax Returns	Three (3) Years
	Budget Reports	Three (3) Years
Employment Records	Applications and References	One (1) Year
	Advertisement for Employment	One (1) Year
	Records of Injuries	Three (3) Years
Applicant Records	Application-Not Admitted, including authorization to pull credit report, Notice of Adverse Action, Etc.	Two (2) Years Past Denial
Resident Records	Application and all supporting documents: Notices to and from a Lender, Acknowledgment Forms, Documentation Sheets, Volunteer Letter and Log, Member Occupancy Agreement, Correspondence, Consumer Authorization and Release Form	Two (2) Years Beyond Termination of Residency
Credit Reports	Membership Certificate	Life of Corp. + Seven (7) Years
	For all Applicants, Residents and Members	Thirty (30) Days After the Approval or Denial

According to the Cooperative's Bylaws, Cooperative Records shall be:

1. Kept by the Directors then in Office, Whether in their Homes or in a Central Location
2. Transferred over to New Directors, When Elected or Appointed
3. Kept According to the Records Retention Schedule Above

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05/14/2011 Initials: PP

Additionally records of the Cooperative are open for inspection by any Member in good standing at a reasonable time and place, within 72 Hours of the Member's request, depending on the Cooperative's Bylaws. This inspection shall exclude those documents that are protected by a Resident's Right to Privacy, such as Credit Reports, Criminal Background Information and matters pertaining to rent collection or eviction.

Note: *In order to protect the privacy of Residents and Applicants, shred all documents at the time of disposal.*

International Cooperative Alliance Principles

1ST Principle: Voluntary and Open Membership

Cooperatives 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

Cooperatives 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 Cooperatives Members have equal voting rights (one member, one vote) and Cooperatives 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 Cooperative. At least part of that capital is usually the common property of the Cooperative. 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 Cooperative, possibly by setting up reserves, part of which at least would be indivisible; Benefiting Members in proportion to their transactions with the Cooperative; and Supporting other activities approved by the Membership.

4TH Principle: Autonomy and Independence

Cooperatives are autonomous, self-help organizations controlled by their Members. If they enter into 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 Cooperative Autonomy.

5TH Principle: Education, Training and Information

Cooperatives provide education and training for their Members, Elected Representatives, Managers and Employees so they can contribute effectively to the development of their Cooperatives. They inform the general public – particularly young people and opinion leaders – about the nature and benefits of Cooperation.

6TH Principle: Cooperation among Cooperatives

Cooperatives serve their Members most effectively and strengthen the Cooperative movement by working together through local, national, regional and international structures.

12/08/2008


7TH Principle: Concern for Community

Cooperatives 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: <http://www.ica.coop/al-ica/>.

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