

Sherwood Valley Cooperative Corporation, Inc.

Application for Membership Packet ~ Cover Sheet

All completed applications are considered to be received *only* when received by a representative of Sherwood Valley

Enclosed you will find the following documents:

1. Letter to Applicants
2. Living in a Resident-Owned Community
3. **Application for Membership**
4. Summary of Rights Under FCRA
5. **Consumer Authorization and Release Form**
6. **Pet Registration – when applicable**
7. Member Interest Questionnaire (please return to the Membership Committee)
8. Community Rules
9. Cooperative Bylaws
10. Member Occupancy Agreement
11. Rhode Island Required Disclosure Form
12. Selling the Home- Homeowner Responsibilities
13. **Acknowledgment Form of Community Rules, Bylaws, & Occupancy Agreement**

NOTE:

- The seller and the realtor should be given copies of document #14
- Items in **BOLD** must be returned with the Application.
- Applications that are not filled out completely will be returned to the applicant(s), with a **Notice of Adverse Action**. Applications that are considered “complete” only if the items listed in the Letter to Applicants have been received.

For more information, see the enclosed “Letter to Applicants.”

Sherwood Valley Cooperative Corporation, Inc.

Letter to Applicants A Resident Owned and Operated Community

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

About the Community:

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

About the Application Process:

- Complete the Application.
- Return it fully completed with all requested documentation, including:
 1. **Application for Membership**
 2. **Consumer Authorization and Release Form**, completed by all applicants 18 years of age or older.
 3. **A non-refundable fee equal to the amount of the credit and criminal background check of \$____.00**, for each applicant 18 years of age or older.
 4. A **copy of photo identification** for each applicant 18 years of age or older.
 5. Signed **Community Rules/Bylaws/Occupancy Agreement** Acknowledgment Form.
 6. **Proof of income**, including the previous 1 month's (4 week's) pay-stubs and the previous year's Federal Income Tax Returns (if filed), proof of Social Security and/or SSD income, annuities and/or proof of any other sources of income.
 7. **Pet Registration**, if applicable.

Please note that incomplete applications will be returned to the Applicant, along with a Notice of Adverse Action.

Next Steps:

1. Attend an interview with the Membership Committee.
2. Await approval or denial by the ROC's Board of Directors.
3. Complete applications will be processed within ____ calendar days. Applicants are notified of their acceptance or denial in writing.
4. If approved, an Acceptance Letter will be received along with:
 - The ROC's Articles of Association
 - Most recent Financial Statement

- Membership Agreement and Appendix A - Property Description
- Member Interest Questionnaire
- Acceptance Letter and Attachments Acknowledgement Form

After you are approved, before you may move in:

1. Pay your \$100.00 Membership Fee. (This one-time fee is fully refundable when you sell your home, minus any outstanding fees owed to the ROC.)
2. Return the completed Member Interest Questionnaire.
3. Complete the Acceptance Letter and Attachments Acknowledgement Form.
4. Execute the Occupancy Agreement, with all household members listed.
5. Execute the Membership Agreement.
6. Receive your Membership Certificate.
7. Pay your first monthly lot rent of \$____.00.

After you move in:

1. Learn how the ROC works; attend a Board meeting.
2. Sign up to participate on a committee.
3. Get to know your neighbors- you are now part of the Community!

If you have questions, please call _____, Chair of the Membership Committee.

She can be reached at _____@_____.com or by calling 401-xxx-xxxx (between ____pm).

Living in a Resident-Owned Community

Living in a resident-owned community is different than living in an investor-owned park. This type of community living is unique – homeowners in resident owned communities are not simply tenants in a park, they are *members* of an association and *owners* of a business. As an association member it is important to understand that:

- The Association is a business incorporated under Rhode Island General Laws. It is owned by its members. Individual homeowners do not own the land underneath their homes; the association does.
- The association has member-approved bylaws, which spell out how the business is governed.
- The association is democratically governed by a one-member, one vote system. Each member-household has equal decision-making authority.
- New homeowners moving into the community are required to become members and enter into an **Occupancy Agreement**, binding them to the bylaws and community rules.
- Members elect a board of directors to carry out the day-to-day tasks of running a business. The board then appoints committees to take on other tasks.
- Members have control over big decisions, such as carrying charges (rent), approving the annual budget, electing a board and amending the bylaws or community rules.
- Members can be expelled from the Association (which is *different* than being evicted from the community) for obstructing the management of the association. This is a serious matter and not to be taken lightly – members who are expelled typically lose voting privileges.

The board and the appointed committee members must adhere to the association's bylaws and rules, as well as to state and federal laws. They are also association members, and are accountable to their fellow members. They must run the association in a fair, consistent, democratic and business-like manner.

Association membership has rewards, rights and responsibilities. The strength of a resident-owned community is directly related to the participation and commitment of its members. By participating in the association, members can help reduce costs, build a vibrant neighborhood and grow as leaders. Participation includes everything from baking brownies for the annual community barbecue to operating the well system, from an hour a month to a two-year commitment on the board of directors.



Sherwood Valley Cooperative Corporation, Inc.

Application for Membership

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

Applying for: _____ (Address)

Current owner: _____

Applicant: _____

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

Name(s) on Title: _____

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):

(continued)

Landlord _____ Phone: _____

Applicant employer: _____ Phone: _____

Address: _____

Co-applicant employer: _____ Phone: _____

Address: _____

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

Applicant income:

Income amount	\$ _____
Income amount	\$ _____
Income amount	\$ _____
Total monthly income	\$ _____

Co-applicant income:

Income amount	\$ _____
Income amount	\$ _____
Income amount	\$ _____
Total monthly income	\$ _____

Anticipated monthly expenses:

Mortgage(s): _____

Car Payment(s): _____

Electric: _____

Auto Insurance: _____

Cable/Internet: _____

Homeowners Ins.: _____

Heat: _____

Phone(s): _____

Other: _____

Number of persons who plan to occupy home _____

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

Yes No

REFERENCES

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

1. Name: _____ Phone: _____

Relationship: _____

2. Name: _____ Phone: _____

Relationship: _____

3. Name: _____ Phone: _____

Relationship: _____

Please read the following information before signing this application:

To join Sherwood Valley Cooperative Corporation Cooperative, I/we are aware that a Membership Fee of \$100 must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out except under extraordinary circumstances as determined by the Cooperative. I/we understand that all members of the household must be aged 18 or older. I/we understand that this application in no way guarantees my/our acceptance into the Cooperative Community. I/we authorize the Cooperative to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless the Cooperative, its contracted Property Manager, and its employees and/or tenants, from any action arising from these inquiries.

The Cooperative does not discriminate based on age, sex, race, religious creed, color, marital status, marital status, familial status, physical or mental handicap, blindness, hearing impairment, ancestry, receipt of public assistance, veteran status or membership in the armed forces, children or national origin or on account of that person's sexual orientation in the approval of its members.

If any information in this application is found to be false, this is immediate grounds for denial of membership.

Disclaimer: I/we understand that should I/we be accepted as a member of the Cooperative, misrepresentation of information on this Application for Membership may be grounds for member expulsion according to the Cooperative Bylaws. Such expulsion would result in the loss of membership. Loss of membership/expulsion would result in the loss of voting privileges, loss of member credit toward rent, and may lead to eviction. By signing this application, I/we attest that this is accurate and true information to the best of my/our knowledge.

Applicant signature: _____ **Date:** _____

Co-applicant signature: _____ **Date:** _____

NOTE: Applications that are incomplete, illegible and/or are not accompanied by the proper documentation will be returned to the applicant(s) and considered as NOT having applied for tenancy in a manufactured housing community relative to 940 C.M.R. 10.01(2).



COOPERATIVE DEVELOPMENT INSTITUTE

The Northeast Center
for Cooperative Business

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 that gather and sell information about your creditworthiness to creditors, employers, landlords, and other businesses. The FCRA gives you specific rights, which are summarized below. You may have additional rights under state law. For more information, go to www.ftc.gov/credit, or write to: Consumer Response Center, 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 information from a consumer reporting agency to deny your application for credit, insurance, or employment – or take another adverse action against you – must tell you and give you the name, address, and phone number of the agency that provided the information.

You can find out what is in your file. At any time, you may request and obtain your report from a consumer reporting agency. You will be asked to provide proper identification, which may include your Social Security Number. In many cases the report will be free. You are entitled to free reports if a person has taken adverse action against you because of information in a report; if you are the victim of identify theft; if you are the victim of fraud; if you are on public assistance; or if you are unemployed but expect to apply for employment within 60 days. In addition, you are entitled to one free report every twelve months from each of the nationwide credit bureaus and from some specialized consumer reporting agencies. See www.annualcreditreport.com for details about how to obtain your free report.

You have a right to know your credit score. Credit scores are numerical summaries of a consumer's creditworthiness based on information from consumer reports. For a fee, you may get your credit score. For more information, click on www.ftc.gov/credit. With some mortgage transactions, you will get your credit score information without charge.

You can dispute inaccurate information with the consumer reporting agency. If you tell a consumer reporting agency that your file has inaccurate information, the agency must take certain steps to investigate unless your dispute is frivolous. For an explanation of dispute procedures, go to www.ftc.gov/credit.

Inaccurate information must be corrected or deleted. A consumer reporting agency or furnisher must remove or correct information verified as inaccurate, usually within 30 days after you dispute it. However, a consumer reporting agency may continue to report negative data that it verifies as being accurate.

Outdated negative information may not be reported. 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 as determined by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

Identity theft victims and active duty military personnel have additional rights. Victims of identity theft have new rights under the FCRA. Active-duty military personnel who are away from their regular duty station may file "active duty" alerts to help prevent identity theft. For more information, visit www.ftc.gov/credit.

Your consent is required for reports that are provided to employers. A consumer reporting agency may not give out information about you to your employer, or potential employer, without your written consent. Blanket consent may be given at the time of employment or later.

You may choose to remove your name from consumer reporting agency lists for unsolicited credit and insurance offers. These offers must include a toll-free phone number you can call if you choose to take your name and address off lists in the future. You may opt-out at the major credit bureaus by calling 1-888-567-8688.

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

The FCRA gives several federal agencies authority to enforce the FCRA:

TO FILE A COMPLAINT AND FOR INFORMATION:	PLEASE CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center - Washington, DC 20580 CRA 1-877-382-4367
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 Programs 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 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corp Division of Depositor and Consumer Protection Washington, DC 20429 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
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - Washington, DC 20250

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.

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 **Sherwood Valley Cooperative Corporation, 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:

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

(continued)

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 **Sherwood Valley Cooperative Corporation, Inc.** to verify past and present landlord references in order to assess my/our **Application for Membership** in said Association.

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

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

Applicant

Date

Co-applicant

Date

Sherwood Valley Cooperative Corporation, Inc.
Pet Registration Form

Name: _____

Address: _____

Kind	Type/Breed	Color	Name	Age	Weight

Board Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Sherwood Valley Cooperative Corporation, Inc.

Member Interest Questionnaire

In order to fully understand the resources that exist within our Members in this Community, it is important that we know what it is you like to do. We prefer people volunteer, but sometimes the Board of Directors will ask for assistance. They prefer to ask a person to help out in ways that they know he/she would enjoy.

- a. What do you like to do for fun?

- b. What skills/talents do you possess?

- c. What is your best attribute (if someone else were to describe you as a person, what might they say)?

- d. Do you like working with your hands? If so, how? (i.e. gardening, building things, etc.)

- e. If you were asked to participate in the ROC, what would you **want** to do?

- f. What days and/or times work best for you?

Please check all interests that you feel comfortable doing (or are willing to learn):

- | | |
|---|---|
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Septic Systems |
| <input type="checkbox"/> Water systems | <input type="checkbox"/> Gardening |
| <input type="checkbox"/> Taking Notes | <input type="checkbox"/> Book Club |
| <input type="checkbox"/> Nature Walks | <input type="checkbox"/> Publishing a newsletter |
| <input type="checkbox"/> Book Club | <input type="checkbox"/> Fall/Spring Clean-up |
| <input type="checkbox"/> Bookkeeping | <input type="checkbox"/> Knitting group |
| <input type="checkbox"/> Working with teenagers | <input type="checkbox"/> Filing |
| <input type="checkbox"/> Recycling | <input type="checkbox"/> Carpentry or Wood-working |
| <input type="checkbox"/> Flower Arrangements | <input type="checkbox"/> Yard Sales |
| <input type="checkbox"/> Organizing events | <input type="checkbox"/> Easy fundraisers (bake sale, etc.) |
| <input type="checkbox"/> Crime Watch | <input type="checkbox"/> Childcare |
| <input type="checkbox"/> Baking | <input type="checkbox"/> Making reminder phone calls |
| <input type="checkbox"/> Board games enthusiast | <input type="checkbox"/> Grilling |
| <input type="checkbox"/> _____ | |

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

- President
- Vice-President
- Treasurer
- Secretary
- Operations Manager/Director

There are many ways for Members 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:

- Membership Committee
- Finance Committee
- Social Committee
- Community Rules Enforcement
- Maintenance Committee
- Ad-hoc committees, as needed.

Thank you for completing this questionnaire. A Member of the Community will be contacting you shortly about your volunteer interests.

Name (s): _____

Phone : _____

Best time to call: _____

Community Rules

Sherwood Valley Housing Cooperative Corporation, Inc.
A Resident Owned Community

Owned and operated by:
Sherwood Valley Housing Cooperative Corporation, Inc.

Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. Our community exists as an "older persons park" in accordance with and authorized by statute known as the "Housing for Older Persons Act of 1995" (HOPA), Public Law 104-76 with additional exclusion requiring all residents who reside in the Park to be 18 years of age or older. HOPA requires that at least 80% of the residents are 55 years of age or older. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR OCCUPANCY AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 45 DAYS ADVANCED NOTICE OF THE CHANGE.

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

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND

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Approved on _____ Amended on 11/9/2019

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YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING OR PARTICIPATING IN AN ALTERNATIVE ORGANIZATION OR GROUP.

IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR LOT FEES, OCCUPANCY, AND/OR MAINTENANCE FEES IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

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

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, at 4 Howard Avenue, Cranston, RI 02920.

A. The rules set forth below govern the terms of your Occupancy Agreement with this mobile home park. The law requires that all of these rules and regulations be fair and reasonable, else said rules and regulations cannot be enforced against you.

(1) (a) You must be shown a copy of the Occupancy Agreement prior to occupancy. You cannot purchase, or otherwise occupy a home or Co-Op (Corporation) owned lot without first signing an Occupancy Agreement, agreeing to the Community Rules governing SVHCC and meeting with the Membership Committee.

(b) No individual will be allowed to reside in any Members household who is not 18 years of age or older for a period longer than thirty (30) days per year, the year beginning on the date of their first day of visitation.

(2) Since you will become a resident owner, you must also become a Member of the SVHCC Co-Op and pay a \$100 Membership fee. This fee is refundable when, and if, you sell your home and is not to be construed as a security deposit.

(3) You may not be evicted for reporting any violations of law or health or building codes to the Board of Health, the Department of the Attorney General, or any other appropriate local or government agency. Receipt of notice of termination of tenancy by you, except for non-payment of lot fees within three (3) months of making such report shall create a rebuttal presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within six (6) months.

B. (1) Prospective residents must register with designated Management Company upon arrival in the Park and provide a list of occupants of the mobile home and registration of motor vehicles, as well as other pertinent information regarding ownership and occupancy of the mobile home. Management Company reserves the right to verify ownership, occupancy, etc.

of all residents and prospective residents.

(2) It is the resident's responsibility to notify the designated Management Company of any change in the information given on the original registration form. This includes updates on all vehicle descriptions, license numbers and the names of all occupants of the mobile home. Any guests staying more than 30 days, as referenced in A.(1)(b) above, must register with Management Company along with vehicle information

(3) By signing with the designated Management Company residents thereby comply with the law and formally absolve Management Company, owners, or caretakers of the responsibility for fire, theft and damage to property, or to injuries to persons, residents and their families or their guests while in the Park. They acknowledge that they have received a copy of these regulations and that they, their families and guests will abide by them. Residents of the Park will be held responsible for any damage done to the Park property, facilities or grounds whether the damage is done by them, their families or their guests.

(4) All residents must notify the Management Company of intentions to vacate. Residents must have clearance from the Management Company before vacating a lot.

(5) In any event, all residents must give the Management Company a full month's notice of intention to move in writing. Notice must be given on or before the first day of the month concurrent with the final lot fee period. No owner, dealer or hauler will be allowed to hook on to a mobile home to remove it from the Park unless first reporting to the office for Management Company's permission to do so. The mobile home shall not be removed until the resident has checked out with designated agent. All bills must be satisfied in full and the lot shall be left clean and in good order before Management Company will give permission for the mobile home to be removed.

(6) The Management Company reserves the right to reject any prospective resident or mobile home purchaser for good cause. Good cause shall include, but not be limited to: a) inability to conform to the rules of the Park; b) the prospective resident or purchaser is, will be or has showed in the past that he is unable to meet the financial obligations incurred as a result of the Occupancy Agreement; c) the prospective resident intends to utilize the mobile home or the mobile home space for illegal purpose; d) that the prospective resident would disturb the quiet enjoyment of the other residents of the Park.

I. GENERAL RESPONSIBILITIES

1) The Corporation is responsible for:

- a) All underground utilities.
- b) Snowplowing of roads.
- c) Maintenance of roads and common areas.
- d) Trees.
- e) Road Light Poles.
- f) Enforcing the community rules of SVHCC .
- g) Maintaining the premises when necessary to prevent the accumulation of stagnant water.

- h) Keeping each mobile and manufactured home space marked in such a way that each resident will be certain of his or her area of responsibility, RI Gen Law §31-44-7. Maintaining records to assist members in delineating their respective property lines.
- i) Keeping any exterior area of the mobile and manufactured home park within his or her control, not the responsibility of each resident, free from any species of weed or plant growth which are noxious or detrimental to the health of the residents.
- j) The extermination of any insect, rodent, vermin, or other pest dangerous to the health of the residents whenever infestation exists in the area of the mobile and manufactured home park not the responsibility of the resident or in the area for which the resident is responsible including the mobile and manufactured home if the infestation is not the fault of the resident.
- k) Maintaining all structures owned or rented by the Corporation in a condition similar to which Residents must adhere.
- l) Maintaining all electrical, plumbing, gas, or other utilities provided by the licensee in good working condition. In the event of any repairs or construction to any utility in any mobile and manufactured home park, written notice shall be given twenty-four (24) hours prior to the repairs or construction to each tenant of the mobile and manufactured home park, except in cases of emergencies, after which any repair shall be completed within seventy-two (72) hours unless good cause is shown as to why the action or repair has not been completed. No utility shall be discontinued during the repairs or construction for more than three (3) consecutive hours unless residents have been notified in advance.
- m) Maintaining all utilities provided to mobile and manufactured homes within the park up to and including the connection to the individual mobile/manufactured home, and all water and sewage lines and connections in good working order, and in the event of any emergency, make necessary arrangements if possible for the provisions of the service on a temporary basis; and there shall be no additional charge for the use of water because a resident has children.
- n) Respecting the privacy of the resident, agree to enter the home only with the permission of the owner and only after notice to the resident at least 24 hours in advance.
- o) Allowing all residents freedom of choice in the purchase of all services, pursuant to RI Gen L § 31-44-3 "Rules and Regulations."
- p) Allowing a resident to terminate an occupancy agreement whenever a change in the location of the resident's employment requires a change in the location of his or her residence if the resident gives thirty (30) days' notice; provided, that a resident who is a member of the armed forces of the United States may terminate his or her occupancy agreement with less than thirty (30) days if he or she receives reassignment orders which do not allow prior notification.
- q) Maintaining any road in the mobile and manufactured home park within the licensee's control in good condition, provide adequate space for parking of one car for each lot and be responsible for damage to any vehicle, excluding damages from speed bumps, which is the direct result of any unrepaired or poorly maintained access road within the park and that is within the licensee's control.
- r) Making reasonable rules for guest parking which shall be clearly stated in the rules of the Park.
- s) Current rules and regulations promulgated by the park shall be delivered to the prospective resident prior to entering into an Occupancy Agreement. A copy of the Rules and Regulations shall be filed with the Corporation and posted in a conspicuous place within the Park.
- t) The lot fee and other fees and charges of the Park during the period that SVHCC has owned the park not exceeding three 3 years shall be shared with prospective residents prior to entering into an Occupancy Agreement.
- u) If the SVHCC fails to comply with I. GENERAL RESPONSIBILITIES. 1) l) or m) above, the resident may notify the SVHCC of the resident's intention to correct the

condition at the SVHCC's expense. After being notified by the resident in writing, if the SVHCC fails to comply within fourteen (14) days or more promptly as conditions reasonably require in case of emergency, the resident may cause the work to be done by a contractor and, after, submitting to the SVHCC an itemized statement, deduct from the resident's lot fees the actual and reasonable cost of the work.

- v) The resident has the right to treat as a breach of the Occupancy Agreement, a continuing violation by the SVHCC, substantial in nature, of any provisions set forth in the Occupancy Agreement or any State statute unless the SVHCC discontinues the violation within a reasonable time after written notice is given by the resident by registered or certified mail.
- 2) The homeowner is responsible for:
- a) Hooking up to utilities and maintaining connections.
 - b) Upkeep of their lot.
 - c) The care, maintenance and snow removal of their own walk-ways and driveways.
 - d) Observing all reasonable rules and regulations of the SVHCC concerning the use, occupation, and maintenance of the premises, provided such rules and regulations comply with the provisions of §31-44-3.
 - e) Payment of lot fees and any extra fees legally imposed by the Corporation on time.
 - f) Prominently displaying the street number on the front of the home for emergency location (911).
 - g) All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the Corporation.
- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are required to carry homeowner's insurance.
- 4) Obeying the posted speed limit throughout the community.
- 5) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed. This is a life safety issue!
- 6) Any resident in violation of any term or condition of these Rules shall be notified in writing by the Board of Directors and/or the Management Company. The Member will have 30 days from the date of the letter to correct the violation(s). After the 30-day period, the Member will be fined twenty-five dollars (\$25) for each violation that is not corrected. If the violation(s) is then not corrected within 30 days, a second letter will be sent, stating that the fine has doubled to fifty dollars (\$50) per violation, and that the process for revocation of membership will begin. Loss of membership increases the lot fee by 10%. The Board may authorize the eviction of the Member at any time after the initial 30-day notice has been provided, and if the violation(s) has not been corrected.
- 7) Watering of lawns is restricted to odd and even calendar days. Your house # determines your watering day.

II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except those that were in occupancy agreements prior to January 16, 2018. In order to promote the safety of the homeowners and make a fair distribution of services, all bedrooms shall consist of a minimum of fifty (50) square feet of floor area and bedrooms designed and certified for two (2) or more people shall consist of seventy (70) square feet of floor area plus (50) square feet for each person in excess of two (2). RI Gen L § 31-44-3.
- 2) All lot fees are due on the first day of the month. There is a 5% late charge for lot fees received after the 20th day of the month. Cash is not acceptable for payment of lot fees. A returned check fee will be assessed (\$5.00) over the current bank fees per check. No re-deposits will be made. Non-Members will pay 10% above the prevailing Member lot fee.
- 3) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot fees. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the Corporation as a condition of allowing the home to remain in the community.

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

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

Every person who sells a mobile and/or manufactured home shall warrant to the buyer that the home is free and clear of all liens and if the seller violates the warranty, then the seller shall be strictly liable to the buyer in damages in accordance with RI Gen L § 31-44-4-5(I).

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

- 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 [applicable state law], or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.
- Notwithstanding rights of the Corporation under applicable state law or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Lot fees and Other Charges owed by a Member under an Occupancy Agreement, shall not be

required to advance more than six (6) months of Lot fees and Other Charges, and the Corporation's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation 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 Lot fees and Other Charges, have been paid in full.

- a) For sales of homes:
 - i) The letter will contain the agent's name, telephone number, and address;
 - ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
 - iii) If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with RI Gen L § 31-44-4-6.
 - b) For removal of homes:
 - i) All taxes assessed against the home, all lot fees and assessments are to be paid in full.
 - ii) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
 - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
 - c) For homes to be moved in:
 - i) The Board of Directors requires written approval of all new and used homes prior to delivery.
 - ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community
 - iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
 - iv) All work must meet the minimum standards set by RI Gen L §31-44.
 - d) The right of the Corporation to designate itself as the exclusive agent for the sale of any mobile and manufactured home pursuant to RI Gen L §31-44-4 "sale of mobile and manufactured homes."
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- 5) Septic systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material, cat litter, food scraps, paint or any other material not generally used or generated in bathroom or kitchen use. Residents are encouraged to use strainers in kitchen sinks, and no drips of faucets are allowed to continue unabated. No diapers or wipes whether flushable or not are flushed. No garbage disposals are allowed. As a Corporation Member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our lot fees. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.

- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage and freezing 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 Corporation 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 Corporation's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 7) Notify the Board of Directors if there are any additions of occupants in your home that exceeds 30 (thirty) days. In all cases, the total number of occupants shall not exceed the Corporation's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult Occupant must meet the Corporation's Criminal Background Criteria. Occupancy may NOT exceed limits set for the home-site (lot) as defined by local and state law and in paragraph 1 of II. Occupancy, above.
- 8) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 10) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- 11) A moderate noise level from radios, electronic equipment, vehicles, parties etc., so as not to disturb others is expected at all times. Quiet hours are from (10 PM to 8 AM).
- 12) 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" standards as published by the Rhode Island Department of Environmental Management Company (DEM) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as lot fees as allowable under Rhode Island law.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community. Sheds are to be the same color or coordinating color with the house.

- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair, so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side and in accordance with the town's building code.
- 4) Only one utility building is allowed. Metal buildings are not permitted. Any NEW structure is to comply to the following standards:
 - a) May not exceed 160 sq. ft. with no more than a 10-foot front wall facing the street.
 - b) Roof is pitched.
 - c) Doors and windows stay in good repair and are able to be closed.
 - d) All additions or alterations must be of similar material and color on entire structure.
 - e) All sides must be walled or doored. No open lean-to's are allowed.
- 5) Maximum allowances for NEW deck sizes:
 - a) Maximum width of 12 ft. from a house wall, not from an added porch or addition.
 - b) Maximum size of 168 sq. ft. This would accommodate a 12 ft. x 14 ft. deck.
 - c) Secondary noncontiguous deck not to exceed 48 sq. ft. Handicap ramps excluded from sq. ft. totals.
 - d) Decks are to come no closer than 5 feet of a neighboring home's lot line.
- 6) One carport is allowed per house, not to exceed 12 ft. x 30 ft. Carports must be attached to the house.
- 7) All exterior construction or reconstruction requires written notification of Intent to Construct and must be submitted to the Board of Directors for Approval process. Residents are reminded that a building permit is generally required by the town for projects of this nature and must wait for the Intent to Construct to be signed by the Board of Directors to submit to the town for a building permit to be issued, or to begin construction.
- 8) All construction, including buildings, additions, porches, sheds, decks, carports and stairs are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan to the Board of Directors for approval for any of the above structures, showing details of the structure and the location on the lot.
- 9) Pools and trampolines are strictly prohibited!!
- 10) Commercial signs are not allowed throughout the community.
- 11) Real estate For Sale signs are allowed on the inside of a home's window only. Size limit 2' x 2'.
- 12) Hot Tubs are allowed provided they are on enclosed porches or on attached decks with suitable and approved screening. Proper attire is expected at all times.
- 13) PODS, dumpsters, trailers or any storage container may not be kept on site for more than two (2) weeks and must be stored in the driveway. No placing of these items is allowed in the streets at any time. No food, kitchen or biological garbage is allowed to be stored in these containers at any time.

IV. SITES

- 1) Freestanding clotheslines are permitted behind homes or porches. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish removal is the resident's responsibility weekly, recyclables is bi-weekly. Rubbish is to be kept in designated supplied containers and as out of sight as possible. Containers may not be stored in the front of the house.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If this is neglected, the Corporation reserves the right to have the resident's lot or property cleaned and paid for at the homeowner's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative and garden purposes or, where necessary, for safety reasons. Installed fencing may be no higher than four (4) feet. No lot perimeter fences are allowed. The Board of Directors has final approval on fences. White vinyl fencing will be the preferred material. Dog houses, kennels or dog runs are not allowed.
- 7) The use of the lot by the homeowner will not interfere with the Corporation's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! DIGSAFE regulations apply.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required.

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. No major vehicle repair or fluid changing is to be performed in the community. Tire changes are permitted. The Board of Directors reserves the right to curtail any and all ongoing repairs being performed within the park that are brought to their attention by a written complaint form.
- 2) All vehicles must be parked in the parking spaces provided at each home site, not in the street or on grassed areas. Visitors may park in the street but not in front of other residents' areas. No boats, trailers, campers and/or utility trailers are to be parked and stored at the home parking

spaces. Fines of twenty-five dollars (\$25.00) per violation will be imposed. (See I. GENERAL RESPONSIBILITIES #6.) The area for parking and storing these are at the lot on Maid Marion Drive. There is no fee for using this lot.

- 3) Motorized trail/dirt bikes, snowmobiles, go-carts, and all-terrain vehicles are not to be used anywhere on SVHCC property.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.
- 6) One Motorcycle **owned** by a Member will be permitted by written permission from the Board of Directors and must be renewed annually. Applicants will be required to prove that the noise level is under 75 decibels at 25 feet from exhaust side of motorcycle with engine running at 1000 RPMs. No un-muffled or modifications to the exhaust will be allowed unless used to quiet the motorcycle. The Board of Directors reserves the right to rescind the written permission for continuing speed or noise infractions during the period of time stated on the written permission. The permission will be granted to that Motorcycle and the Applicant for a specified time period, it is non-transferrable and does not pass with change of ownership. Motorcyclists visiting a resident **MUST** park their motorcycles in the Community Center parking lot and either walk or call for a ride. The resident host will be responsible for compliance or will be fined.
- 7) Overflow guest parking is available in the lot at the end of Maid Marion Drive. Extended storage of vehicles or recreational vehicles, boats or campers is available for residents only and with notification to the Management Company for purposes of emergency contact. No unregistered or unlicensed vehicles will be allowed. No heavy equipment or business equipment may be stored in the lot. SVHCC assumes no liability nor offers any expectation of security or monitoring of resident's personal property stored in the lot.

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) Pets
 - a. Residents are permitted to have two (2) dogs or cats of no more than 25 pounds each, two (2) aggregate per household, PROVIDED that 1) they are kept inside the mobile home; 2) all dogs and cats are either spayed, in the case of females or neutered, in the case of males; 3) must be kept on a leash at all times when outside your home; 4) must be licensed by the Town of Coventry; 5) and must be regularly immunized for rabies and communicable diseases.
Pets will not be left out of doors unattended at any time. SEE IV. SITES 6).
 - b. Those having dogs or cats must keep them under restraint and not allow them to run free AT ANY TIME. Complaints of excessive barking or disturbance, digging of lawns or disruptive behavior will subject resident to notice of corrective action or will be cause for permanent removal of pet.

- c. The following animals are strictly prohibited: Large/unusual or vicious animals; animals with a previous bite history or potentially fierce breeds of dogs such as, but not limited to, Doberman Pinchers, Chows, Rottweilers, American Staffordshire Terriers (Pitbulls) and Wolf Hybrids.
- 2) Domestic pets are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of any and all farm and wild animals on any Corporation property is not allowed.
 - 3) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
 - 4) All Service dogs must comply with federal American Disability Act's designated laws, standards, training, licensing, etc. Service dogs without proper ADA certification are not allowed.

VII. REQUESTS FOR REASONABLE ACCOMMODATIONS

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

VIII. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the Corporation to collect past due lot fees to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation as allowable under RI state law. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Corporation shall be considered additional lot fees for the unit in question, and these additional lot fees shall be due and payable by the homeowner in accordance with these Community Rules.

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

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

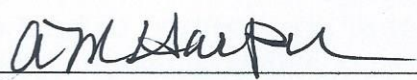
The Corporation shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The Corporation shall not be liable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

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

_____ SVHCC _____ Community Rules

Total 16 Pages – Approved on 11/9/2019

by the Membership

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

Attached: Addendum I 2018
Amendments 2019

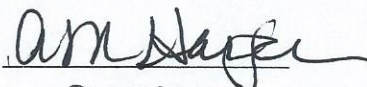
**ADDENDUM I OF COMMUNITY RULES
MAINTENANCE OF DRIVEWAYS AND LOTS AND
LIMITS OF SVHCC
RESPONSIBILITIES.**

1. SVHCC will not be responsible for the following conditions in regards to driveways: Ruts, depressions, root damage, rock damage, cracking, asphalt deterioration, sealing or repair and replacement of any paved surface of any driveway, except those considered common grounds or infrastructure repairs or replacement required to be done by SVHCC.
2. SVHCC will supply any gravel or top soil necessary to fill in or repair areas of members' driveways or lots/yards that, due to voids or depressions or holes, require additional material.
3. In the event that members cut or cause to be cut roots from trees that have negatively impacted a member's driveway and said tree is deemed to be dying or structurally weakened, SVHCC will monitor and lace the tree on its list of trees to be cut down at SVHCC's expense.
4. SVHCC will not be responsible for seeding of areas in members yards that have been repaired.
5. SVHCC will not be responsible for repaving or patching of any driveway surface in members yards.
6. SVHCC assumes no liability for personal injury in areas of driveways or lots that are deemed to be a member's responsibility.
7. Members are responsible for labor and materials other than gravel or topsoil to fill in naturally occurring voids or holes in matters pertaining to repair or replacement of driveways and yards. SVHCC assumes no responsibility for underground electrical lines servicing exterior lights or sheds. SVHCC does accept responsibility for electrical lines bringing power to the main breaker panel of homes except where damage was caused by the homeowner or someone doing work for the homeowner.

Approved by SVHCC Board of Directors 10/11/18

Approved by SVHCC Membership 11/17/18

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


Secretary

Approved on _____ Amended on 11/9/2019

Page 14 of 14

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AMENDMENTS 2019

Community Rules

Sherwood Valley Housing Cooperative Corporation, Inc.
A Resident Owned Community

The word “rent” has been replaced with “lot fee(s)” throughout the entire document.

Page 1. The third and fourth sentences in the Introduction now read: “Our community exists as an “older persons park” in accordance with and authorized by statute known as the “Housing for Older Persons Act of 1995” (HOPA), Public Law 104-76 with additional exclusion requiring all residents who reside in the Park to be 18 years of age or older. HOPA requires that at least 80% of the residents are 55 years of age or older.”

Page 2. Added to A: (1)(b) “No individual will be allowed to reside in any Member household who is not 18 years of age or older for a period longer than thirty (30) days per year, the year beginning on the date of their first day of visitation.”

Page 3. Inserted into last sentence of B.(2): “, as referenced in A.(1)(b) above,”

Page 6. Changed 2) to read: “20th” instead of “10th” day of the month.

Page 8. Added to 1): “Sheds are to be the same color or coordinating color with the house, shutters, skirting, trim..

Page 9. Added to 6): “Carports must be attached to the house.”

Page 9. Added to beginning of first sentence of 7): “All exterior construction or reconstruction requires”

Page 9. Added to beginning of first sentence of 8): “All construction, including buildings, additions, porches, sheds, decks, carports and stairs”

Page 9. Added: “(13) PODS, dumpsters, trailers or any storage container may not be kept on site for more than two (2) weeks and must be stored in the driveway. No placing of these items is allowed in the streets at any time. No food, kitchen or biological garbage is allowed to be stored in these containers at any time.”

Page 10. Added after last sentence of IV. SITES 6): “Dog houses, kennels or dog runs are not allowed.”

Page 11. Changed ending of second sentence of V. VEHICLES 6) to read: “25 feet from exhaust side of motorcycle with engine running at 1000 RPMs.”

Page 11. Added after last sentence of VI. ANIMALS: 1)a. “SEE IV. SITES 6).

Approved by SVHCC Board of Directors 10/24/2019

Approved by SVHCC Membership 11/9/2019

The foregoing is a true and accurate account, attested by, *C. M. Harper*

Secretary

Date: 11/9/2019

**BYLAWS of
Sherwood Valley Housing Cooperative
Corporation, Inc**

*(Most common wording is in **bold**)*

ARTICLE I

- 1.1 The name of this Cooperative shall be Sherwood Valley Housing Cooperative Corporation Inc., herein after referred to as the “Cooperative,” located in Coventry, County of Kent, State of Rhode Island.

**ARTICLE II
PURPOSE**

- 2.1 The purpose for which this Cooperative Association is to own and operate a manufactured housing community (commonly known as “park”), herein after referred to as the “Community,” as a cooperative housing corporation for the benefit of the residents and such other lawful activity as may be related thereto.
- 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.
- 2.3 To facilitate on a non-profit basis an “older person park” in accordance with and authorized by statute known as the “Housing for Older Persons Act of 1995”, Public Law 104-76.

**ARTICLE III
MEMBERS**

- 3.1 There shall be two classes of Members: Patron Members and Non-patron Members as defined in the Articles of Incorporation.

A. The Nonpatron Member shall be ROC USA, LLC, its successors and assigns.

ROC USA, LLC is a charitable organization within the meaning of Section 501(c) (3) of the Internal Revenue Code. The mission of ROC USA, LLC is to provide affordable housing through the use of manufactured homes or other housing alternatives in resident-owned cooperative communities. ROC USA, LLC may assign its Nonpatron Membership to another 501(c) (3) entity whose mission and

purpose is similar to the mission and purpose of ROC USA, LLC. In the event ROC USA, LLC dissolves or otherwise ceases to continue its legal existence without designating a successor Nonpatron Member, the Attorney General of the State of Rhode Island may appoint a successor Nonpatron Member whose mission and purpose is similar to the mission and purpose of ROC USA, LLC. In the event the Attorney General of the State of Rhode Island fails to appoint a successor Nonpatron Member, the Cooperative shall file an application with the Superior Court for the State of Rhode Island requesting that the Court appoint a Nonpatron Member whose mission and purpose is similar to the mission and purpose of ROC USA, LLC.

The Cooperative may not undertake any of the following without the affirmative vote of the Nonpatron Member to amend the Cooperative's Articles of Incorporation or Bylaws in any manner which would compromise, lessen, restrict or impinge upon the privileges and authorities of the Nonpatron Member or the nature of the cooperative as a cooperative community as set forth herein, but not limited to:

1. Increasing the cost of Patron Membership other than uniformly to all similarly situated Patron Members.
2. Imposing any fee, cost, tax, imposition or charge of any sort upon the Nonpatron Member.
3. Allowing a Patron Member to transfer his or her Patron Membership to a third party or otherwise allow Patron Membership interest to be traded, bartered or transferred.
4. Increasing the fee charged by the Cooperative to become a Patron Member to an amount in excess of \$1,000.00.
5. Applying the earnings, surplus or profit produced by the Cooperative other than for the benefit all member homeowners equitably by application of retained earnings for capital improvements or the payment of reserves to or for the benefit of Patron Members,
6. Operating in a manner that is inconsistent with the Statement of Cooperative Identity adopted and published by the International Cooperative Alliance.
7. Sell, transfer, lease or otherwise alienate all or a part of the legal or equitable title to the Cooperative's real property (the legal description of which is annexed hereto as Schedule A), except, however, the Cooperative (1) may lease each of its separate lots or parcels to a Patron Member solely for such Patron Member's residential use (2) may mortgage the Cooperative's real property provided the net proceeds of the financing are used in the furtherance of the corporate purpose and the operating and capital improvements needs and plans of the cooperative.
8. Change the purpose of the Cooperative from the purpose set forth in Section Two hereinbelow.
9. Change the Cooperative's form of doing business such as converting the Cooperative's form of organization from a non-stock cooperative to a limited liability company, stock cooperative or partnership.
10. Cause the Cooperative to file or consent to the filing of any bankruptcy, insolvency or reorganization, case or proceeding, seek or consent to the

appointment of a receiver, liquidator, assignee, trustee, custodian or other similar official for the Cooperative or all or any portion of the Cooperative's properties, or make any assignment for the benefit of the creditors of the Cooperative.

11. Engage in a merger, consolidation or reorganization.
12. Cease the operation of its business.
13. Adopt a plan of dissolution or distribution.

NOTE: All further references to Members in these Bylaws pertain only to Patron Members.

- B. A "Patron Member" is defined each household occupying one of the 171 sites in the Property, as defined below, and approved by the Cooperative's Board of Directors, provided that all adult members of the household (18-years-or-older) individual(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who
 1. own and reside in a manufactured housing unit (herein after referred to as the "Home") in the Community and any spouse or partner in civil union entitled to a homestead interest who have signed an Occupancy Agreement, being the "ultimate consumer(s)" of the housing opportunity provided by the Cooperative. A person is seen as owning or co-owning a Home if he or she owns the Home directly or through his or her "living" or "Grantor" trust. A "Grantor" or "living" trust is any trust that is established by an individual under such terms as: (1) appoint him or herself as the trustee during his or her lifetime (and or competency); (2) is revocable by him or her; and (3) designates him or herself as the beneficiary for his, her or their lifetime.
 2. is/are in good standing with the Cooperative. A "Member in good standing" is a Member whose lot rent and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current.
 3. is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Cooperative and in the operation of the community.
- 3.2 Upon continued payment of the lot rent and compliance with the other terms of the Occupancy agreement, the Bylaws of the Cooperative and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said lot provided that, if a Member is evicted from the Community or moves out of the Community, that Member will lose his or her right to occupy said lot.
- 3.3 Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.
- 3.4 Buyers or owners of Homes seeking to reside in a Home and lease a lot in the Community must become Members of the Cooperative. Buyers and owners seeking Membership shall: (1) apply for Membership on a form prescribed by the Membership

Committee (2) be approved for Membership by a majority vote of the Board of Directors; (3) pay in full the Membership Fee; (4) execute an Occupancy Agreement; (5) have a contract to buy and intent to occupy a Home in the Community; and (6) commit to the purposes and policies of the Cooperative including the Community Rules and these Bylaws. A person is considered a buyer or owner if he or she seeks to or does own or co-own a Home directly or through his/her/their "living" or "Grantor" trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member's estate, or any other event. If an existing Member transfers title to a Home to his or her "living" or "Grantor" trust, the trust will not be considered a new owner or buyer under this paragraph. Members transferring their Membership into a permissible "living" or "grantor" trust must furnish the Cooperative with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

3.5 The Membership Fee shall be \$100). There is no par or book value. (Membership Fees accumulate no interest.)

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

1. the name of the Cooperative;
2. a statement that the Cooperative is organized under the laws of this state and this chapter;
3. the name of the person to whom the certificate is issued;
4. the number and class of membership interests, and the designation of the series, if any, that the certificate represents;
5. a statement that the membership interests in the Cooperative are subject to the Articles and Bylaws of the Cooperative; and
6. any restrictions on transfer, including approval of the Board, if applicable,

first rights of purchase by the Cooperative, and other restrictions on transfer, which may be stated by reference to the back of the certificate or to another document.

7. A certificate representing membership interest issued by a Cooperative authorized to issue membership interests of more than one class or series shall set forth upon the face or back of the certificate, or shall state that the Cooperative will furnish to any member upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the membership interests of each class or series authorized to be issued, so far as they have been determined, and the authority of the board to determine the relative rights and preferences of subsequent classes or series.
- 3.2 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."
- 3.3 All Members and non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Cooperative, may be increased by a majority vote of the Cooperative Board of Directors or by a majority vote of the Membership, consistent with Article 5 of these Bylaws, with a sixty (60) day written notice to all Members and non-Members.
- 3.4 A Member who knowingly, intentionally, or repeatedly violates a provision of the Articles, Bylaws, member control agreement, or marketing contract with the Cooperative may be required by the Board to surrender the Member's voting power or the financial rights of membership interest of any class owned by the member, or both. Loss of Membership carries with it loss of all Membership privileges, including lower lot rent. Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15) - day notice. The Member's certificate or subscription shall be repurchased at par value, less any debts owed, and expenses incurred by the Cooperative on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. An eviction of the Member shall automatically terminate his or her Membership.

The Member shall have the right to appeal to the next Membership meeting and will be given a reasonable opportunity to be heard, either in person or by their attorney. Members may request a Special Meeting of the Membership within a reasonable time period and such request will not be unreasonably denied. In the absence of a board call for a Special Meeting, the member may do so in accordance with Article 7.3 of these Bylaws. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member.

- 3.5 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 HOME SALES AND RENTALS OF HOMES

- 4.1 Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in 30 days additional lot rent.
- 4.2 Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Cooperative. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in paragraph 3.1, which applies here as well.
- 4.3 For a period of thirty (30) days following the delivery of the notice to the Board, 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.
- 4.4 A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

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

- 4.5. The Cooperative shall have a lien on each Membership Certificate to secure payment of any sums which shall be due or become due the Cooperative from holders for any reason whatsoever, including any sums under any Occupancy Agreement. The Cooperative's lien shall be superior to all other liens, encumbrances or attachments.
- 4.6 The Board of Directors shall purchase the Membership interest from said Member household by paying them the interest's par sum, equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Cooperative, within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Cooperative.
- 4.7 In order for 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.
- 4.8 Excepting those home rented at the time of community purchase, rental or leasing of homes in the Community shall not be allowed unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determines that a hardship exists. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval. The vote of the Board of Directors shall be maintained in the official records of the Cooperative.

ARTICLE V VOTING

- 5.1 Thirty (30 %) per cent of the current Membership shall constitute a quorum at a Membership meeting. There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned. If a quorum has been achieved, any motions for consideration that is properly before the meeting shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules.
- 5.2 No Member not in good standing (as defined by these Bylaws at 3.1 B shall be eligible to vote upon any matter, and shall not be counted toward a quorum.
- 5.3 A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the slate of nominees and be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the Membership meeting. The Board of Directors may allow for an absentee ballot for the following reasons: name reasons here hospitalization, shift work, infirmity, out of state. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed,

the Member must request it ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.

- 5.4 Any business required or permitted to be taken at a Membership meeting must be taken by the entire Membership as required by § 7-6-104. Any action taken in this manner must be approved unanimously.
- 5.5 The Bylaws of the Cooperative and the Community Rules shall be adopted or repealed by at least a majority vote of the Membership.
- 5.6 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 fifteen (15) days prior to such meetings. After the fifteen (15) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- 5.7 Any decisions that may commit expenditures of Three thousand (\$3,000), or more of Cooperative resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual, special, or regular meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed Five thousand dollars (\$5,000) per Fiscal year and that do not appear in the approved Capital Improvement Plan, 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.

ARTICLE VI FISCAL YEAR

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

ARTICLE VII ANNUAL AND SPECIAL MEETINGS

- 7.1 The Annual Meeting of the Members shall be held in the month of November each year in Coventry, RI or a place designated by the Board of Directors within 10 miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- 7.2 Notice of the time and place of the Annual Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at his/her address, and posted and maintained at a common area not less than ten (10) days prior to the date of the meeting. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the

Cooperative shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.

- 7.3 Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand. The Secretary of the Cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date.
- 7.4 In case of any question not covered in these Bylaws or adopted Board policies, the guidelines in "Parliamentary Procedure for Manufactured Housing Community Cooperatives" as published by the Management Guide © 2003, 2007, 2017 ROC USA, LLC or the foundation document, The Standard Code of Parliamentary Procedure, Fourth Edition, by Alice Sturgis, 2001 shall prevail.

ARTICLE VIII BOARD OF DIRECTORS

- 8.1 The Board of Directors shall consist of Five (5) Members or subscribers who are residents and owners of a manufactured housing unit in the Community and are in good standing with the Cooperative. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Cooperative, or at a special meeting held in place thereof. All newly elected Directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first.
- 8.2 At each election for Directors, every Member entitled to vote shall have the right to vote for as many persons as there are Directors to be elected.
- 8.3 All Directors shall serve for a term of two years, except that at the first election, the Vice President and Secretary will be elected for one-year terms. No Director may serve for more than three consecutive two-year terms, or until their successors are duly chosen.
- 8.4 Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any regular or special meeting of the Board of Directors. The Director so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 8.3 of these Bylaws.
- 8.5 Two signatures are required on checks and legal documents. No more than one (1) individual from each Member household may have signing authority.
- 8.6 The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations. The Board of Directors may from time to time set up committees and/or ad-hoc groups to work on specific responsibilities, with the

committee Members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.

- 8.7 Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the Community. The Board shall have the sole discretion to establish the agenda for all regular meetings.
- 8.8 Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, and hour of any special meeting shall be posted in a common area and communicated personally to each Board Member not less than three days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.
- 8.9 Regular and Special Meetings of the Board of Directors shall be open to the Membership except when the Board moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and confidentiality, or to receive or discuss advice from legal counsel. A decision may not be made in Executive Session, where minutes are not kept. Decisions must be made in the form of a motion at a public meeting.
- 8.10 At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established.
- 8.11 Meeting by Telephone or Computer or other Digital Means: Directors may participate in any meeting by means of a conference telephone, computer network communications equipment by means of which all persons participation in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person in the meeting.
- 8.12 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 and the action taken must be posted in a conspicuous place with the community.
- 8.13 Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses incurred while conducting legitimate Corporation business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may not simultaneously

serve on the Board and receive compensation for services, products, or contracts, and may not be employed by the Corporation.

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

8.15 Ethics, Procurement And Conflict Of Interest.

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

ARTICLE IX OFFICERS

9.1 The Officers of the Cooperative shall consist of a President, Vice-President, Secretary, Treasurer, and any other designated position as decided by the Membership. All Officers are Directors of the Cooperative and must meet the requirements for being a Director set forth in paragraph 8.1.

9.2 Officers shall be elected by the Membership at a meeting held for such purposes and not by action in lieu of a meeting.

9.3 The President shall serve as chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general administration according to the guidelines established by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the objectives of the Cooperative.

- 9.4 The Vice-President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him/her by either the Board or the President. He/she shall report on the activities of the President to the Board in the absence of the President.
- 9.5 The Secretary shall keep the records of the Cooperative and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. He or she shall keep a true record of the proceedings of all meetings of the Directors and Members. If the Secretary is absent from any such meetings, the chair may request that some person act as a recording secretary to take the minutes. The Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating Membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.

The permanent records of the Cooperative shall include minutes of all meetings of its Members and of the Board, a record of all actions taken by the Members or the Board without a meeting by a written unanimous consent in lieu of a meeting, and a record of all waivers of notices of meetings of the Members and of the Board. The records shall be in written form or in another form capable of conversion into written form within a reasonable time. The Cooperative shall keep a copy of each of the following records at its principal office:

- A. its Articles and other governing instruments;
- B. its Bylaws or other similar instruments;
- C. a record of the names and addresses of its Members, in a form that allows preparation of an alphabetical list of members with each member's address;
- D. the minutes of Members' meetings, and records of all actions taken by Members without a meeting by unanimous written consent in lieu of a meeting, for the past three years;
- E. all written communications within the past three years to Members as a group or to any class of members as a group;
- F. a list of the names and business addresses of its current Board members and officers;
- G. a copy of its most recent periodic registration delivered to the secretary of state required under § 7-6-91; and
- H. all financial statements prepared for periods ending during the last fiscal year.

Except as otherwise limited by this chapter, the Board of a Cooperative shall have discretion to determine what records are appropriate for the purposes of the

Cooperative, the length of time records are to be retained, and policies relating to the confidentiality, disclosure, inspection, and copying of the records of the Cooperative.

- 9.6 The Treasurer shall have charge of all the funds of the Cooperative and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all appropriate accounting and financial records of the Cooperative including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Cooperative accounts shall bear the signature of at least two of these three Officers: *President, Treasurer, or Secretary*. As a standard fiscal control, a Member of the Cooperative other than the Treasurer shall reconcile the Cooperative accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.
- 9.7 All Officers of the Cooperative shall, subject to these Bylaws and to any vote of the Directors, have such powers and duties as the Directors shall from time to time designate, in addition to the specific powers and duties set forth above.
- 9.8 Each Officer, Director, employee, and agent handling funds or securities amounting to \$1,000 or more in any one year shall be covered by adequate bond in accordance with state law.

ARTICLE X INDEMNITY

- 10.1 The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Cooperative.
- 10.2 Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director or Officer of the Cooperative, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Cooperative, indemnity for his or her reasonable expenses, including attorney's 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. The extent or mandatory or discretionary nature of that indemnification may be affected by the extent to which the party was acting within their role on behalf of the corporations and the extent to which they honored their duties of loyalty and good faith and fair dealing, such duties shall be determined by the provisions of Section 7-6 of the Rhode Island General Laws.

ARTICLE XI RECORDS

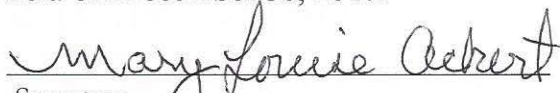
- 11.1 The records of the Cooperative shall be kept by the Directors then in office and transferred to newly elected Directors upon change over.

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

ARTICLE XII DISSOLUTION

- 12.1 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:
- A. The par value or book value, whichever is lower, of the Membership certificates or shares shall be returned to the Members. Amounts paid on subscriptions shall be returned to subscribers. The amounts allocated in distribution of net savings shall be returned to those Members entitled to them in accordance with patronage.
 - B. Any surplus remaining after the distributions in 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.

Secretary's Certification: Certified as a true and accurate Document adopted by the Membership of Sherwood Valley Housing Cooperative Corporation at its meeting held on December 30, 2017.



Secretary
Sherwood Valley Housing Cooperative Corporation

International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership

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

2nd Principle: Democratic Member Control

Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organized in a democratic manner.

3rd Principle: Member Economic Participation

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

4th Principle: Autonomy and Independence

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

5th Principle: Education, Training and Information

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

6th Principle: Co-operation among Co-operatives

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

7th Principle: Concern for Community

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

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

Sherwood Valley Housing Cooperative Corporation, Inc
Member Occupancy Agreement

[

This Agreement, made and entered into at Coventry, State of Rhode Island ____ day of _____, 20____, by and between the Sherwood Valley Housing Cooperative Corporation, Inc., a corporation organized under the State of Rhode Island, having its principal place of business at 1 Sherwood Valley Lane, Coventry, RI, 02816 (hereinafter called the "Corporation"), and

_____ (names) (hereinafter called the "Member") of _____ (street address) Coventry, Rhode Island, being in said Community.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as the [Community name]. (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 Corporation 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 \$ 100 and will receive a Certificate of Membership in the Corporation once the fee has been paid in full; and

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

The terms of your occupancy are regulated by the Rhode Island Mobile and Manufactured Home Act, Title 31, Chapter 44 of the Rhode Island General Laws. Section 31-44-3 of the Rhode Island General Laws requires all the rules and regulations governing your occupancy to be fair and reasonable. Unreasonable rules or those not in compliance with Section 31-44-3 cannot be enforced against you.

No licensee may offer a mobile and manufactured home or a mobile and manufactured home space or lot for rent without showing to the prospective resident a copy of a written lease before the resident occupies such mobile and manufactured home space of lot. No licensee may rent a mobile and manufactured home or a mobile and manufactured home space or lot until a written lease has been signed by the resident and the owner. The term of such lease shall not be less than one (1) year unless

the resident requests, in writing, a term for less than one (1) year or requests in writing that he or she does not desire a written lease.

The licensee of this park shall not require you to deal exclusively with a certain fuel dealer or other merchant for goods or services in connection with the use or occupancy of your mobile and manufactured home lot unless such restriction is necessary to protect the health, safety or welfare of mobile and manufactured home residents in the park. If you are required to deal with a certain dealer or merchant, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services.

An increase in rent, nonrenewal of lease, refusal to offer a lease or termination of occupancy, which is taken against YOU by a licensee as a penalty for reporting a violation of the Mobile and Manufactured Home Act of any applicable building or health code, or for any other justified complaint to a governmental authority is a reprisal and is prohibited by law.

NOW THEREFORE, the parties do agree as follows:

Article 1 - Premises: The Corporation leases to the Member and the Member leases from the Corporation [street address] (hereinafter called the "Lot") in the Community.

Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the bylaws of the Corporation, and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to the Corporation.

Article 3 - Lot Rent: The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of \$[dollar amount] for Members owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Corporation, 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 [ordinal number such as 1st, 2nd] day of each month and there is a 5% late payment fee for Lot Rent received after the _____ day of each month. All such late fees shall be considered additional rent hereunder.

The Member further agrees to timely pay when and if due to the City/Town of [city/town] all monthly water/sewer and property taxes assessed against the manufactured housing unit owned by the Member. (If the Corporation, 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 Corporation). Any fees advanced by the Corporation for municipal taxes or other Lot Rent shall be added to the Corporation's lien for unpaid rents. The Corporation reserves the right to secure a lien on the home of the Member for any Member's lot rent and non-reimbursed expenses incurred by the Corporation.

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

Article 5 - Membership Fee: The Member has 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 Corporation; the payment plan agreed to in the Subscription Agreement is hereby incorporated into this Occupancy Agreement.

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

Article 7 - Member's Further Obligations and Covenants: The Member shall comply with all duties set forth under Rhode Island law, specifically, but not limited to GLRI 31-44-3 and 7, and shall further agree to abide by the terms and conditions of this Agreement, and the Articles of Incorporation and bylaws of the Corporation, and Community Rules of the Corporation 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 Corporation 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 Corporation; 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 State Department of Environmental Management(DEM) 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 Corporation 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 Corporation Board of Directors at any other time during the term of this Agreement, may be replaced by the Corporation at the expense of the Member and such expenses may be collected and assessed in the same manner as rents under landlord-tenant law.

Member must have the consent of the Corporation Board of Directors to plant, cut or trim trees or to modify landscaping with anything more than annual flowers. 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 Corporation Board of Directors. Member should carry homeowner's insurance including general liability insurance, however, because the Corporation 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 - Corporation's Covenants: The Corporation shall comply with all duties set forth under the law, 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 Corporation 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 Corporation'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 Corporation'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 by statute, all as they now exist or as they may hereafter be amended from time to time.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as for any reason specified in the Bylaws, as it now exists and as it may hereafter be amended from time to time. For this reason, all Eviction Notices may be accompanied by a notice of the charges against them and of a reasonable opportunity to be heard before the Board of Directors of the Corporation not less than 15 days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 - Sublease: The Premises may be sublet 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 in its sole discretion and sets forth in writing.

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

Article 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 Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

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

Article 17 - Attorneys' Fees and Costs: In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

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

Article 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 Corporation and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

Article 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):

Address:

Telephone:

Names of each additional person 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.

Corporation Officers:

Signed _____ [printed name]
Its duly authorized Officer

Signed _____ [printed name]

Its duly authorized Officer

Members:

Signed _____ [printed name]

Signed _____ [printed name]

Signed _____ [printed name]

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

Untitled spouse or partner in civil union who do not sign above must sign below for the purpose of waiving Homestead Interest.

Untitled spouse or partner in civil union:

Signed _____ [printed name]

Witness to all signatures:

Signed _____ [printed name]

Secretary's Certification: Certified as a true and accurate Document adopted by the Membership of Sherwood Valley Housing Cooperative Corporation at its meeting held on December 30, 2017.

By Mary Louise Ackert
Secretary

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

Lessee's Initials: _____



COOPERATIVE DEVELOPMENT INSTITUTE

The Northeast Center
for Cooperative Business

Selling the Home - Homeowner Responsibilities

- The homeowner must inform the Board of his or her intent to sell the home, in accordance with the Bylaws and Community Rules.
- In most ROCs, the home is required to be marketed to low to moderate income homebuyers for the initial period of 30 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 ROC requirements regarding “For Sale” signage must be adhered to. Check the Community Rules for clarification.
- The homeowner is responsible for continued maintenance of the lot and preparation for the change in ownership. The lot must be left neat and clean. Any failure may result in the ROC holding back part or all the seller's Membership Fee.
- The homeowner is the initial liaison between buyers/real estate agents and the Membership Committee.
- The homeowner/seller should request that a Membership application package be given to any prospective buyers and/or real estate agencies that list the home.
- The homeowner/seller is required to inform all prospective buyers of the requirement of Membership acceptance, the process, the time-frame involved, and any special conditions that may apply.
- Fuel storage tanks must be upgraded to meet state and federal installation standards BEFORE ownership changes. The financial responsibility for this must be decided between the seller and buyer.
- Proration of lot rent must occur between the seller and buyer. No credit for any portion of lot rent will be given by the ROC to either party.
- The ROC DOES NOT involve itself with negotiations of the sale of the home, except as it may directly affect the ROC!
- Transfer of the Membership Fee as a part of the sale is not allowed. The homeowner/seller must request reimbursement from the ROC and the buyer must pay their whole Membership Fee directly to the ROC.

- The sale transaction is not complete until the buyer's Membership Fee is paid in full to the ROC and verified, and a new Occupancy Agreement is fully executed. Only then may the new homeowner take full possession of the dwelling and move in.
- Under no circumstance may the new owner move any property into the home or onto the lot until the sale is complete. This includes resolving any issues between the ROC and the previous homeowner.

Important Note: The ROC, as the Property Owner, is subject to 10 V.S.A. Chapter 153.

**Sherwood Valley Housing Cooperative Corporation, Inc.
Membership Agreement**

Date_____

Member Address Lot# _____

1. Agreement to become a Member

I (We), _____ (hereafter “Member”), hereby agree to purchase one Membership Interest in Sherwood Valley Housing Cooperative Corporation, Inc., a non-profit corporation, formed under GLRI 7-6.1-1 et. seq.

2. Acceptance and Payment

All Memberships are subject to approval by the Corporation. I (We) have paid the one-time Membership Fee of one hundred dollars (**\$100.00**) dollars for the Membership Interest as follows:

\$_____ paid by me(us) upon execution of this Agreement

3. Membership Interests Shares

I (We) understand that the major purpose of Membership is to permit the residents of the Community to democratically manage and control our manufactured housing community. Upon acceptance of this agreement, I (we) understand that I (we) will enjoy all rights of Membership as long as I (we) remain current in my (our) obligations. I (We) understand that as a Member(s), I (we) have a responsibility to participate in the management of the Corporation. I (We) agree to abide by the Corporation's Bylaws and Community Rules.

I (We) understand and agree that the value of our Membership Interest, and the right to sell or transfer the Membership Interest, and other legal rights relating to the Membership Interest, will be governed by the Articles of Incorporation and the Bylaws of the Corporation, as determined by the Corporation's Board of Directors and Membership.

4. Liens

The Corporation shall have a lien on each Membership Certificate to secure payment of any sums which shall be due or become due the Corporation from holders for any reason whatsoever, including any sums under any Occupancy Agreement. The Corporation's lien shall be superior to all other liens, encumbrances or attachments.

5. Subordination

I (We) understand and agree that any rights created by this Membership Agreement are subject and subordinate to any mortgages or debts encumbering the Corporation's property at any time.

6. No Assignment

I (We) understand and agree that the Membership Agreement, Membership Interest Share, and all rights created by such cannot be transferred, assigned, or given away to any other person or entity, except as specified in the Bylaws and as determined by the Corporation's Board of Directors and Membership.

7. Default by Member

If I (we) decide to move out of the unit and, therefore, withdraw from Membership, this shall not be judged a default. The Board of Directors shall have the power to purchase the Membership Interest for the amount paid toward the Membership, and shall approve a new Membership Agreement for that Membership Interest.

8. No Other Representations

All understandings and agreements made between the Corporation and the Subscriber(s) are contained in this Membership Agreement and the Corporation's Articles of Incorporation, Bylaws, Rules and Policies. No other representations, oral or written, shall be considered a part of this Agreement. This Membership Agreement cannot be changed except in writing, and approved by the Corporation's Board of Directors and the Members.

IN WITNESS WHEREOF, the undersigned has executed this Membership Agreement on the date first above written.

Member

Member

Members(s) Current Address and Telephone Number

ACCEPTED:

Corporate Representative

_____ Witness to all signatures

Sherwood Valley Cooperative Corporation, Inc.
Bylaws/Community Rules/Occupancy Agreement

Acknowledgement Form

I/We _____ live at the lot located at
_____ (street address). I/We have received and read a copy of the
Sherwood Valley Cooperative Corporation, Inc. Bylaws, Community Rules, and Occupancy
Agreement.

By signing and dating this form, I/we acknowledge that we understand and will obey the Bylaws,
Community Rules, and Occupancy Agreement of Sherwood Valley Cooperative Corporation, Inc.
If I/we do not follow these Bylaws and Rules, I/we understand that this could be grounds for
expulsion from Membership and/or eviction from the Community.

Applicant signature: _____ Date: _____

Co-applicant signature: _____ Date: _____