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## Numbers

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- Mead School District  
509-465-6000
- Shiloh Hills Elementary  
509-465-6800
- Mountain Side Middle  
School 509-465-7400
- MT. Spokane High  
School 509-465-7200
- Garbage Service: Waste  
Management 509-924-  
9400
- Electric/Gas: Avista  
Utilities 1-800-227-9187



### Mission Statement:

To operate respectable,  
Law abiding business, where homeowners  
can be safe and treated as equals with fairness  
and respect. Want to insert a picture from  
your files or add a shape, text box, or table?  
You got it! On the Insert tab of the ribbon,  
just tap the option you need.

Serve on the Board or Committee

Have a Hamburger on  
Community Day!

Sit in on a Board Meeting the 3<sup>rd</sup>  
Monday of the month

[www.TakesaVillage.coop](http://www.TakesaVillage.coop)

# Hey Neighbor!



## WELCOME HOME

A Resident owned  
community

11705 N WILSON A8 MEAD WA 99021

509-466-1492

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## Community

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We are a Resident owned community also known as a CO~OP. Where members volunteer their talents to help keep costs down and make for a better community.

Put yourself on a path toward financial security and stability, because here at Takesa Village: We the homeowners own the land and manage our community.

We vote on the budget  
We approve community rules and Community improvements.  
We are secure- no commercial owner

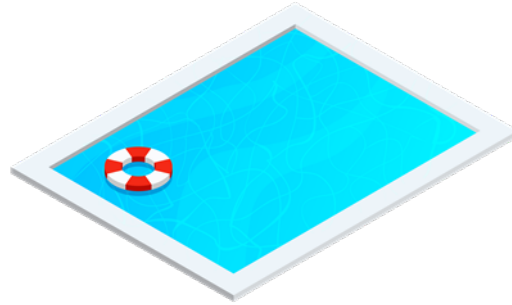
Takesa Village Members have a Facebook Page where they can ask questions, see upcoming meetings, post things for sale or get help from neighbors or just **say Hi**.

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## Amenities

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2 pools (Open from June-Sept)

Onsite Clubhouse rental with full kitchen for your use.

Health & Wellness Classes offered.

Regular Activities for children & Adults

2 Community Gardens

*Close to “Children of the Sun”  
7-mile walking trail.*

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## Membership

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### Current Special !!!!!

Move your Manufactured Home into the Community to get up to **3 months** of free lot rent

- \*Bring in Pictures of your home
- \*Proof of ownership
- \*The Site number you prefer

### Once approved by the board

- \* copies of all permits.
- \* Sign your lease and pay the following

### *Fees:*

- Background screening for anyone over the age of 18. \$30.00
- Membership \$200.00
- Lot Rent: \$380.00 Monthly, Water and sewer included.

THEN SCHEDULE YOUR MOVE IN DAY  
WITH OUR OPERATIONS MANAGER

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# Takesa Village Homeowners Cooperative

## COMMUNITY RULES 2019

### Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules and regulations 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 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 rental 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 90 days advance notice of the change. REF: Chapter 59.20 RCW. In addition to the rules homeowners are to comply with Federal, State, County, and City codes and ordinances at all times.

Subject to the terms of any written lease agreement, you may continue to stay in this community as long as you pay you lot rent 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 rent, but only if you fail to pay all lot rent due within **15** days after you receive written notice that you are behind in your lot rent.

You may also be evicted for not following the rules of the community, but only if the rules are reasonable, you have been given written notice of your failure to follow the rules, and you then continue to break the rules. You may not be evicted for joining a tenant organization.

If this community wishes to evict you, it must give you **15** days advance notice, if you are behind in your rent **15** 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 the household meet the rules and qualifications of this community. You must notify the office in writing 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:

**Darwin Roberts Antitrust Division Chief, Deputy Attorney General Office of the  
Attorney General of Washington 800 Fifth Avenue, Suite 2000 Seattle, WA 98104-3188  
Tel: 206-464-6293 Fax: 206-464-6338.**

## I. GENERAL RESPONSIBILITIES

- a. The cooperative is responsible for:
  - i. All underground utilities
  - ii. Snow-plowing of roads
  - iii. Maintenance of roads and common areas including un-mowable hillsides
  - iv. Common area trees
- b. The homeowner is responsible for:
  - i. Hooking up to utilities and maintaining connections from home to meter.
  - ii. Upkeep of their lot
  - iii. Maintaining approved landscaping including pre-existing and new trees and bushes planted by homeowner. see section IV Sites i.
  - iv. Obeying rules and regulations
  - v. Payment of lot rent on time
  - vi. Prominently displaying the lot number on the front of the home for emergency location (911)
  - vii. Homeowners are required to call (811) for locate two (2) days prior to any digging, failure to do so will result in homeowner paying for any damages that occur.
  - viii. Notify maintenance in writing for a maintenance request or repairs. Homeowner will be responsible for payment to any utility vendor that the homeowner authorizes for repairs without prior approval from TVHC. This includes sewer lines and septic system.
  - ix. Homeowner is responsible for any fines levied against the Corporation on behalf of Member by Spokane Water District #3, Washington State Department of Health, or Washington State Department of Ecology.
  - x. The homeowner further agrees to participate "Cooperatively" in the operation and management of the Corporation by serving as requested on its committees or Board of Directors.
- c. All state or local taxes on the home are the responsibility of the homeowner.
- d. All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowners insurance.
- e. The speed limit in the community is ten (10) MPH.
- f. Discharge of firearms and any other dangerous weapon, is strictly not allowed, in accordance with local laws. This is a life safety issue, and immediate eviction, with the exception of self-defense, the defending of one's property, or home invasion.

- g. Target practice with BB guns, paintball guns, or archery equipment, and use of fireworks, slingshots, and wrist rockets are not allowed anywhere on TVHC property.
- h. In the event of what TVHC or its agents/vendor deems to be an emergency resident must allow TVHC and its agents/vendors access to enter the residents lot space.
- i. Homeowners will allow routine maintenance with twenty-four (24) hour notice by TVHC agents or vendors.

## **II. OCCUPANCY**

- a. All housing units are to be owner occupied. No rentals or sub-leases are allowed. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed per house, is two persons per bedroom.
- b. All community rents are due payable to Takesa Village Homeowners Cooperative on the third (3rd) day of the month with a two (2) day grace period. There is a twenty-five (\$25.00) dollar late charge for rent received after the grace period. Cash is not acceptable for payment. A returned check fee will be assessed twenty-five (25.00) over the current bank fees per check. No re-deposits will be made.
- c. 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. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative and the approval process for tenancy.
- d. 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.
- e. For removal of homes:
  - i. All lot rent, fees and assessments are to be paid in full.
  - ii. The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, out-buildings in disrepair, broken glass, etc. The lot is to be returned to a rentable condition. The homeowner is responsible for any costs incurred to return to original condition

- f. For homes to be moved in:
  - i. The Board of Directors must approve in writing 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. Skirting - Shall be t-111 wood, tin or vinyl or other approved Material and shall be installed within 30 days of occupancy. Extensions of time may be given in writing for good cause
  - v. Decks and porches shall have a presentable and professional appearance.
  - vi. Tongues (hitches) to be removed or covered
    - vii. The lot must be cleaned of all trash, debri, building supplies, and all other items listed in Community Rules Section IV Sites D. Must be removed from the lot in thirty (30) days from move in date.
- g. Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed. Materials cannot be stored in view of community.
- h. Sewer systems are not to be used for disposal of grease, condoms, feminine napkins (including tampons) children's toys, non-bathroom tissue, baby wipes, flushable baby wipes, rubber gloves, napkins and biohazard material. As a co-op member, you are an owner of all of our systems and premature failure of any system is a costly expense that could increase our/your rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner will be held responsible for the entire payment. Human waste and toilet paper only.
- i. It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is making sure the water lines are properly insulated, and/or the proper use of thermostatically controlled heat tape. Don't forget to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until a repair is made. All leaks must be reported to maintenance immediately
- j. Guests who remain in the park for more than 15 non-consecutive days or 15 consecutive days in a period of twelve months shall be considered occupants of your home. The Board of Directors requires notification of occupancy in your home and an occupancy agreement to be signed by any additional adult occupants, as well as a criminal background check. Criminal convictions for offenses against a person or property and manufacturing and distributing of

drugs, or for any offense requiring registration under “Megan’s Law” (Registered Sex Offender), previous evictions for non-payment of rent, nuisance, or threatening acts is grounds for rejection as an occupant or member.

- k. All homeowners are responsible for the actions of their guests. Rules apply to all guests as well as the homeowner household.
- l. Homeowners and pets are not to be on the property of others. Unless with prior permission and knowledge of resident. Homeowners and guests will respect the property of others and not trespass.
- m. Homeowners will conduct themselves in a reasonable manner so as not to disturb others. This is a drug free community. Manufacturing, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction.
- n. Please respect other residents and the laws with moderate noise levels from radios, and vehicles, and follow quiet hours from 10pm to 8am.
- o. Homeowners and guests are not allowed to reside in any titled recreation vehicles (RVs), campers, fifth wheelers closed trailers, tents, or motor homes on residents lots, yards, or driveways, on TVHC Property. (Campers, fifth wheelers, and open trailers are allowed to be stored in driveway without obstructing road. Covering is required, tarps may be used, grey, or tan colors only).
- p. Homeowners shall not give permission for guest to live anywhere on TVHC property including empty lots. In any of the above in Rule O., or in any of the following form of housing including, but not limited to; lean-to’s, bushes, blanket homes, sleeping bags, boxes ,tarps, any outbuildings, sheds, under/above porches, shacks, community gardens and/or garden furniture. Homeowners and guests may not reside anywhere other than in the actual Mobile Home.
- q. No extension cords extending off lot sites are permitted. No extension cords extending to any of the following for the purpose of residing in or used as housing for guests or household members, vehicle, campers, trailers, fifth-wheeler, closed trailers, outbuildings, or motor homes on lot, driveway, yard, or around home. (with the exception for charging batteries for normal trip preparation, the office must be notified.)
- r. Residents are responsible for all damages caused by the willful acts or negligence of their guests, children, or pets
- s. When selling a home. 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.

- t. 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.
- u. House sitters must be registered at the office. Housesitters remaining more than 15 days must do background checks for occupancy.
- v. Guest must be registered at the office. Guests remaining more than 15 days must do background checks for occupancy.
- w. Homeowners will be responsible for all costs associated with background checks for house sitters, guests, occupants, etc.

### **III. BUILDINGS AND STRUCTURES**

- a. All homes need to be maintained in good condition, skirting, clean and neat and properly painted in a manner in keeping with the general appearance of the community. Any exterior color changes must be approved by the corresponding committee and/or board. Bold or uncommon/out of place colors will be prohibited.
- b. 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.
- c. Steps to homes are to be wood, steel, aluminum or pre-cast concrete. Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side.
- d. Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
  - i. may not exceed 200 sq. feet, (10X20) per local permitting laws
  - ii. the roof is pitched, and the peak is not to exceed eave of the home
  - iii. doors and windows stay in good repair and are able to be closed
  - iv. permanent garages/carports that would not impede removal or replacement of current or future home may be allowed, if approved permitting and regulations are followed. Must be approved by Board of Directors.
  - v. outbuildings (sheds, garages, storage building etc.) will not be used as housing
- e. All buildings, additions, porches, sheds, radio towers, and decks are to have prior approval by the Board of Directors in writing and are to comply with the town building codes, and federal and state regulations.  
Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's



building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.

- f. No pools are allowed in the community per Cooperative insurance. Wading pools with a height restriction of 24 inches are allowed, pool water is to be kept clean, healthy and sanitary. Proper usage of wading pools is the responsibility of the owner and user. No wading pools that require pumps are allowed.
- g. Commercial signs are not allowed.
- h. Homeowners will not alter or remove any utility hookups, pedestals, sewer lids, sewer risers, sewer receivers, and will pay for any damages.

#### IV. SITES

**a. Freestanding clotheslines are permitted. Stringing lines between trees and/or the home, is not permitted.**

**b. Trash removal is the homeowner's responsibility.** Trash is to be removed weekly. **Trash is to be kept in closed containers designed for that purpose and out of sight if possible. No dumping of trash or discarding any items on other resident lots or in other residents garbage cans. If a lot is neglected of trash removal, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense**

c. Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed, the grass no higher than six (6) inches. Homeowners yards shall be kept free of overgrown weeds and watered, in accordance with applicable water usage guidelines and regulations.

If a lot is neglected the Cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.

d. Non-working appliances and appliances currently not in use, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns, driveways, porches, under homes, or around homes. No furniture except for lawn furniture may be left around the home.

e. Outside burning of leaves, trash, etc. is not permitted, clean firewood only.. Gas and charcoal grills are permitted but permanent fireplaces or barbecue pits are not permitted. No bonfires. No permanent fire-pits.

f. It is preferred to utilize natural privacy screening (such as bushes and shrubs) between spaces. These should be mutually maintained by the owners of the adjoining spaces.

g. All fences need prior approval, and may surround up to one hundred (100) percent of the lot, while small dog runs may only surround under twenty (20) percent of the lot. Fences no higher than five (5) feet. Lot perimeter fences are allowed, and must be discussed with the Maintenance committee. Call 811. The Board of Directors has final approval on fences. Removal of fences needs Board of Directors approval

h. The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask before you dig

or plant or build. Keep in mind there are utilities and drainage infrastructure that may be damaged or destroyed.

i. Approval for planting, trimming, cutting and replacement of all trees is at the discretion of the Board of Directors. Small trim jobs in your lot that are safe and not potentially causing damage to TVHC property, or other members homes, fencing, vehicles, lots, and/or the road, does not need Board of Directors approval.

j. No locks on gates, or debris preventing entrance to lot.

k. Residents are allowed two yearly yard sales. All items not sold must be removed within 24 hours after sale. Not to exceed 2 days

m. No abandoning of vehicles or trash or of any items listed in the Community Rules Section IV Sites D on TVHC property, vacant or unoccupied lots.

n. No trespassing/encroaching on TVHC property, vacant, or unoccupied lots.

o. Vehicles of any kind, including trailers/open trailers in driveways, yards, around the home, are not permitted storage for trash or any items in the Community Rules Section IV Sites D

p. No driving on or through other members yards, driveways, or around their homes. No parking in other members driveways, yards, or around their homes. No driving through TVHC vacant or unoccupied lots. Members will pay for damages incurred to any utility hook-ups and property damage.

q. No doing car repairs or mechanics on TVHC property, vacant or unoccupied lots.

## V. VEHICLES

a. Unregistered and/or uninspected motor vehicles are not allowed in the community. Non-running vehicles are not allowed on site. Tire changes and minor actions such as adding or changing fluids are permitted. Residents are responsible for cleanup of all tools, oil, and fluids. All major vehicle repairs must be approved in writing by the Board of Directors. Vehicles may not be left on blocks or jacks unattended or overnight.

b. Parking spaces will be allocated to each home. The number of cars should not exceed the number of Parking Spaces on your lot. There is no parking on lawns. Parking is not allowed on the streets due to emergency vehicle access. If you expect guests, move your vehicles or ask them to park elsewhere. You or your guest should not park on or in another resident's space unless prior arrangements have been made. Guests may park in driveways of vacant lots while visiting (not in the yards of empty lots). This is not permanent parking for homeowners or guests.

c. There is to be no racing or inappropriate use of vehicles in the community.

d. The speed limit is 10 MPH.

- e. Overnight parking of vehicles with a gross vehicle weight (GVW) of over 26,000 pounds (i.e.; commercial trucks) in the community requires prior approval of the Board of Directors.
- f. No spray painting any vehicles in driveways, yards, around the home , or on TVHC property
- g. No parking on drain fields.

## VI. PETS

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

- a. Domestic pets: maximum of four (4) per household (unless grandfathered prior to the Cooperative) are allowed in this community with restrictions. No Kennel licensing allowed. Proper immunization, licensing, flea control and general health are an important responsibility of the homeowner. Placement of farm and wild animals on any Cooperative property is not allowed. **No feeding of strays.** (Residents will be charged for the removal of strays due to the residents feeding of strays).
- b. All cats will be spayed or neutered and proof of such must be provided. All pets must have a Spokane County license and a collar with identification, per County code **5.04.030 (see Atch A)**.
- c. These dogs are prohibited:
  - i. Pit bulls, Rottweilers, Wolves, and Dobermans.
  - ii. Any dog with a history of aggressive behavior or biting.
- d. Permitted dogs will either be restricted to their lot with fencing or on a leash. Pets need to be walked on a leash. A barking dog may not be left outside for longer than ten (10) minutes.
- e. Cats are allowed to roam free provided they are not damaging any property of another homeowner. (i.e.: clawing holes in under home heating ducts or cat spraying of a car interior). Should this occur, the pet owner will remove the pet or restrain it to the inside of the home.
- f. All solid wastes from pets are to be picked up by the owner in a timely manner and disposed of in the proper manner. Solid waste from pets must be removed from common areas immediately.
- g. All pets must be on file at TVHC office.
- h. No pets in common areas. Service animals only. **RCW 49.60.215**
- i. Serious violations, such as dogs/pets biting other residents and their pets (unless provoked), and other continuous violations or complaints will result in pets expulsion from the park.

- j. Service Animals May will require documentation from a physician verifying need for reasonable accommodation. Same rules for pets above apply to service animals
- k. Pets damaging TVHC property, or other members property will be contained to property with a leash, until fencing can be obtained

**VII. NUISANCES**

- a. No dumping garbage/trash on empty lots, or in vacant mobile homes.
- b. No loitering, entering, sleeping in, vandalizing, disposing of trash or stripping of any vacant mobile homes on park property.
- c. No speeding
- d. No sleeping in cars
- e. No excessive accumulation of debris/trash
- f. False accusations against other members will result in violation against accuser.
- g. Three reports of Law Enforcement called to residents home for assaults, domestic violence, fighting, disorderly conduct, criminal activity, drug activity, harboring fugitives or gang activity, disturbing the peace, involving homeowner and/or guests, within a one-year time frame is cause for eviction.
- h. All homeowners have a right to a quiet home. Homeowners shall be responsible for any actions of any person on the premises with their consent, and any activity that unreasonably interferes with the use or interest or exclusive use of common areas. Homeowners and guests must conduct themselves in a manner that does not reasonably disturb or constitute a breach of peace .

## VII POOL RULES

- A. Pool pass required for entry. Pool passes are NOT to be given to guests.
- B. All guests must be accompanied by a member of the household at all times
- C. Up to four (4) guests allowed per household per visit.
- D. You are responsible for your guest.
- E. If you don't follow the rules, you will be removed from the pool. This includes your guest.
- F. Children under the age of 14 must be supervised by a responsible adult over the age of 18. Children over the ages of 14-17 cannot use the pool alone. At least 2 people 14 years of age or older must be at the pool facility at all times the pool is in use
- G. Everyone must use the shower before using the pool
- H. If you have a disease that can be transmitted by water or have been ill with diarrhea or vomiting in the last 2 weeks , don't use the pool
- I. Diapers must have a tight-fitting protective covering
- J. People with seizure, heart, or circulatory problems should not swim alone
- K. No diving, running, rough play, cannonballs, or jumping. No spouting water out of nose or mouth.
- L. Don't use pool when under the influence of alcohol or drugs. No alcohol tobacco, or drugs allowed in pool area. No smoking
- M. No food allowed in pool area. Beverages in a can or plastic container are allowed . No glass containers.
- N. No cut-off jeans or cut-off shorts. No cotton shirts or shorts.
- O. Wear flip-flops or shoes when entering pool
- P. No large rafts. Water toys are allowed in pool. (no water guns)
- Q. Life jackets and children's floaties are allowed
- R. No bobby-pins, oils or lotions.
- S. No radios, or music.
- T. No profanity or nudity
- U. No bicycles inside the pool gates.
- V. No entering pool when pool is closed.
- W. Please use the bathroom, not the pool.
- X. Clean up all personal garbage/trash before leaving pool.
- Y. Three (3) or more warnings may result in you/your household and/or your guest being banned from the pool facility for the remainder of the season.
- Z. No pets allowed in pool. RCW 49.60.215

**VIII. ATTORNEY’S FEES AND COSTS**

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

**IX. SEVERABILITY**

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

**X. LIABILITY AND INDEMNITY**

The cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowners occupancy of the lot or pets, guests, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises.

The Cooperative shall not be liable 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 cooperative and save it harmless from all costs and expenses including attorney’s fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

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

**This document to be kept on file by the Secretary of the Board of Directors.**

**Attachment A: Spokane County Code 5.04.030 - Dog and cat license — required.**

(1) The harboring, keeping, or maintaining more than four dogs and/or four cats over six months of age any place in Spokane County shall require a kennel license as identified in [section 5.04.042](#) or [section 5.04.043](#); provided, a municipality under contract with Spokane County for animal control and protection services that have adopted provisions of this chapter may in their codes prescribe different numbers of dogs and/or cats that make up a kennel or contain different requirements for kennels.

(2) All dogs six months of age or older harbored, kept or maintained in Spokane County shall be licensed. The annual license fee for each dog shall be twenty-five dollars for neutered/spayed dogs and fifty dollars for unspayed/unneutered dogs. Three dollars of fee shall be dedicated for the purposes identified in [Section 5.04.170](#). A penalty of twenty dollars shall be added to the fee for failure to timely obtain or renew a license as required by subsection (6) of this section. The senior rate, if applicable, shall reduce the fee by ten dollars on one neutered/spayed license. Licenses may be obtained from, and fees may be paid, either to "county" or "private" licensing outlets as designated by the director. A service charge of two dollars in addition to the fee may be collected and retained by all "private" licensing outlets designated by the director for each dog license issued. Upon payment of the annual license fee and any applicable service charge, the licensing outlet shall deliver to the owner or keeper of the dog a license and metallic tag, renewable annually, for each dog licensed.

(3) All cats six months of age or older harbored, kept or maintained in Spokane County shall be licensed. The annual license fee for each cat shall be fifteen dollars for spayed/neutered cats and twenty-five dollars for non-spayed/non-neutered cats. Three dollars of the fee shall be dedicated for the purposes identified in [Section 5.04.170](#). A penalty of twenty dollars shall be added to the fee for failure to timely obtain or renew a license as required by subsection (6) of this section. The senior rate, if applicable, shall reduce the fee by five dollars on one neutered/spayed cat. License fees may be paid to either "county" or "private" licensing outlets as designated by the director. A service charge of two dollars in addition to the fee may be collected and retained by all "private" licensing outlets appointed by the director for each cat license issued. Upon payment of the annual license fee and any applicable service charge, the licensing outlet shall deliver to the owner or keeper of the cat a license and metallic tag, renewable annually, for each cat licensed.

(4) All licenses issued pursuant to this section shall be dated and numbered, and shall bear the name of SCRAPS, the name and address of the owner and keeper of the dog or cat license, and a description of the dog or cat, including its color and sex. The metallic tag shall bear a serial number corresponding with the number of the license, and the county or part thereof for which it is issued. It shall be the duty of each owner or keeper of a dog or cat to keep a substantial collar on the animal and to keep firmly attached thereto the metallic tag for the current licensing year. There shall be a fee of two dollars for replacement of any lost license tag.

(5) Any person who for the purpose of securing a dog or cat license falsely represents whether the dog or cat is spayed/neutered or unspayed/unneutered shall be guilty of a misdemeanor.

(6) Licenses must be renewed within twelve months of the date the previous license was issued. A new license must be purchased within thirty days after a dog or cat was first acquired, harbored, kept, maintained, or brought into Spokane County by a person residing therein.

(7) All fees and fines collected under the provisions of this chapter other than criminal fines and the portion of the license fees dedicated for the purposes identified in [section 5.04.170](#) shall be deposited in the SCRAPS Enterprise Fund.

(8) The director shall honor one request per year by the owner or keeper of a service animal that they not to be charged a fee to license one spayed/neutered service animal.

(9) The owner or keeper of any dog or cat shall provide proof to the director upon request that the dog or cat is currently licensed as provided by this chapter.

(10) Any change in current dog and cat licensing fees or penalties in this section shall become effective on January 1, 2014 at 12:00 a.m.



## Takesa Village Homeowners Cooperative

### BYLAWS

#### **ARTICLE I - NAME**

**1.1** The name of this Corporation shall be Takesa Village Homeowners Cooperative, hereinafter referred to as the “**Corporation**,” located in the County of Spokane and State of Washington.

#### **ARTICLE II - PURPOSE**

**2.1 Membership non-profit.** The Corporation is formed in accordance with the provisions of RCW 24.06 as a non-profit, membership basis. The purpose for which this Corporation is formed is to own and operate a manufactured housing community (commonly known as “park”), hereinafter referred to as the “Community,” as a Corporation and be involved in other Corporation activities, on a non-profit, “cooperative” basis for the benefit of the current and future resident homeowners.

**2.2 Both Member and Public Benefit.** Both Member and Public Benefit. 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 Corporation’s Articles of Incorporation, the Corporation 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 Asset Stewardship.** This corporation has been assisted by ROC USA, LLC in its formation and acquisition of the Community in furtherance of its charitable purposes as well as the current and future homeowners of the community, on condition that they be transferred in furtherance of said mission upon dissolution of this corporation, within the meaning of RWC 24.06.265 (2). ROC USA, LLC is hereby designated as the Steward of the public interest in the assets of corporation.

ROC USA, LLC, a Delaware limited liability company having a principal place of business at 7 Wall Street, Concord, NH 03301, 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 stewardship interest herein created 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 Steward, the Attorney General or Secretary of State of the State of Washington may appoint a successor Steward whose mission and purpose is similar to the mission and purpose of ROC USA, LLC. In the event the Attorney General of the State fails to appoint a successor Steward, the Corporation shall file an application with the Superior Court for the State requesting that the Court appoint a Steward whose mission and purpose is similar to the mission and purpose of ROC USA, LLC.

ROC USA, LLC, or its successor's consent shall be required to:

1. Amend these Bylaws in any manner which would compromise, lessen, restrict or impinge upon the privileges and authorities of the Steward or the nature of the corporation as set forth herein, or
2. Sell or encumber the assets of the corporation other than in the ordinary course of business, including, without limitation, a sale of all or substantially all of the assets,
3. Modify the purpose of the Corporation; or
4. Adopt a plan of merger, consolidation, dissolution or distribution.

### **ARTICLE III - MEMBERS**

**3.1 Eligibility** – A “Member” is defined as the adult (18-years-or-older) individual(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who:

- A. Own and reside in a manufactured housing unit (hereinafter referred to as the “Home”) in the Community and any spouse **or partner in civil union entitled to a homestead interest** who has signed an Occupancy Agreement and the other additional adult occupants listed in the Occupancy Agreement. A person is seen as owning or co-owning a Home if he or she owns the Home directly or through his or her “living” or “Grantor” trust. A “Grantor” or “living” trust is any trust that is established by an individual under such terms as:
  - (1) Appoint him or herself as the trustee during his or her lifetime (and or competency);
  - (2) Is revocable by him or her; and
  - (3) Designates him or herself as the beneficiary for his, her or their lifetime.“Ownership” of a home shall include, where appropriate, persons purchasing a home under a lease purchase or contract of sale, which is current and in good standing, are brought into good standing by agreement acceptable to the Board of Directors, where the homebuyer has some established equity in the home.
- B. Is/are in good standing with the Corporation. A “Member in good standing” is a Member whose lot rent and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current.

- C. Is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Corporation and in the operation of the community.

### **3.2 Membership Rights**

- A. A Member will have a perpetual right to occupy a lot within the community as long as he or she continues payment of the lot rent and compliance with the other terms of the Member Occupancy agreement, the Bylaws of the Corporation and the Community Rules established by the Members, all as they may be amended from time to time. However, if a Member is evicted from the Community or moves out of the Community, that Member will lose his or her right to occupy said lot.
- B. Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.
- C. The Board of Directors shall not increase or propose an increase in lot rent more than once a year.

### **3.3 Membership Obligations**

- A. All Members and non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Corporation, may be increased by a majority vote of the Corporation Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, with a sixty (60) day written notice to all Members and nonMembers.
- B. A Member will participate cooperatively in the operation of the Corporation

### **3.4 Enrollment of Members**

- A. Owners of homes seeking to reside in a Home and lease a lot in the Community must become Members of the Corporation. Owners seeking Membership shall:
  - 1. Apply for Membership on a form prescribed by the **Membership Committee**
  - 2. Be approved for Membership by a majority vote of the **Board of Directors**;
  - 3. Pay in full the Membership fee;
  - 4. Execute an Occupancy Agreement;
  - 5. Have an intent to occupy a Home in the Community; and
  - 6. Commit to the purposes and policies of the Corporation including the Community Rules and these Bylaws.
- B. Owners of homes in place at the time the Corporation purchases the Community have the right to become Members without Board approval as per (2) above; but, must fulfill all other membership enrollment conditions (1), (3), (4), (5), (6) above.

- C. Buyers of homes may be approved for membership conditional upon purchase and occupancy of the home.
- D. A person is considered a buyer or owner if he or she seeks to or does own or co- own a Home directly or 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 Corporation with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

### **3.5 Membership Fee**

- A. The Membership Fee shall be two hundred dollars, (\$200.00). Membership Fees accumulate no interest.
- B. A Certificate of Membership shall be issued to any Member, or to trustee of any Member’s “living” or “Grantor” trust, who has fully paid their Membership Fee. This certificate shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy a lot in accordance with the Member Occupancy Agreement, provided that the holder also abides by the Community Rules of the Corporation and does not interfere with the effective operation of the Corporation. The certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a “living” or “Grantor” trust continue to hold a Membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy.
- C. The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Corporation, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Corporation; such debts and expenses being legally the responsibility of the Member. The Member shall replenish a capital balance decreased on such account in order to remain in “good standing.”

### **3.6 Termination and Expulsion**

- A. Any Member whose activity in the Corporation is contrary to basic cooperation principles (see copy of International Cooperative Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Corporation may be expelled from Membership in the Corporation by the Board of Directors. Loss of Membership carries with it loss of all Membership privileges, including the perpetual right to occupy said lot and any Member lot rent.

Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15) day notice. The Member's certificate shall be repurchased for the amount of the Membership Fee paid, less any debts owed and expenses due and owing the Corporation on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. An eviction of the Member shall automatically terminate his or her Membership.

- B. The Member shall have the right to appeal the decision to terminate membership to the next Membership meeting and will be given a reasonable opportunity to be heard, either in person or by their attorney. Members may request a Special Meeting of the Membership within a reasonable time period and such request will not be unreasonably denied. In the absence of a Board call for a Special Meeting, the member may do so in accordance with Article 5.3 of these Bylaws. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member.
- C. Any Member who wishes to be represented by legal counsel as the result of a Corporation 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 Corporation be responsible for the legal fees of the Member.

### **3.7 Patronage Refunds**

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

## **ARTICLE IV - SALE AND RENTAL OF HOMES**

### **4.1 Use of Homes**

- A. In order to unify the Members and make the Corporation stronger, all homes within the Community must be owner-occupied. Failure to comply with this article shall result in an eviction from the Community.
- B. 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 conditions of approval. The vote of the Board of Directors shall be maintained in the official records of the Corporation.

### **4.2 All Home Sales**

- A. Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in 30 days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in 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 Corporation. The seller shall supply the Corporation with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in paragraph 3.3, which applies here as well.
- C. If the Corporation is owed money by the resident or the resident is in breach of any other obligation to the Corporation, the Board of Directors may consent to the transfer, as requested by that resident for the sale of his/her/their Home to a new buyer, but may insist that the consent or transfer documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's Home for those amounts due and owing the Corporation. The documents shall only be recorded upon payment to the Corporation of all outstanding balances due to the Corporation.

### **4.3 Sale of Member Homes**

- A. For a period of thirty (30) days following the delivery of the notice to the Board, 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 as defined by 4.3(B). 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.

- B. A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- C. The Board of Directors shall purchase the Membership interest from said Member household by paying them the an amount equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Corporation, within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Corporation.

#### **4.4 Vacant Lots**

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

### **ARTICLE V - MEMBERSHIP MEETINGS**

#### **5.1 How the Membership Can Legally Act**

- A. The Membership may act only at a properly called meeting of the Membership where a quorum is present. One third (1/3) of the current Membership shall constitute a quorum at a Membership meeting.
- B. No member not in good standing (as defined by these Bylaws at Article 3 Section 1 Paragraph B) shall be eligible to vote upon any matter, and shall not be counted toward a quorum.
- C. 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.
- D. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules.
- E. The Bylaws of the Corporation and the Community Rules shall be adopted or repealed by at least a majority vote of the total Membership of the corporation.
- F. The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of

the proposed amendment that do not alter the subject matter shall not require an additional notice.

- G. Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by a majority of the entire Membership. A copy of the motion and vote must be kept on file with the Corporation's Membership meeting minutes. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted or otherwise published to the members within three (3) days.
- H. If the Board of Directors determines a hardship exists that prevents a member's physical presence at a Membership Meeting, a signed ballot may be submitted by the Member, or the Member's vote may be witnessed and attested by the Secretary or Assistant Secretary.

## **5.2 Annual Meeting**

- A. The Annual Meeting of the Members shall be held in the second-to-the-last month of the fiscal year, in November, in Takesa Village's clubhouse or a place designated by the Board of Directors within five [5] miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- B. The Board shall give written notice of the Annual Membership Meeting not less than ten (10) calendar days nor more than sixty (60) calendar days before the date that such a meeting is to be held. Such written notice shall be given in writing to each Member at his/her address, and posted and maintained at a common area, and shall state the place, day, and time of the meeting, as well as the agenda items or subject matter to come before it.
- C. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Corporation shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.
- D. The Board shall recommend for the approval by Membership the annual budget with proposed future rents. If Members, after meeting held or ballot conducted for said purposes, shall fail to approve a budget that meets all contractual obligations, the Board may approve such a budget without further vote of the Members.

## **5.3 Special Meetings of the Membership**

- A. Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within thirty (30) days after receipt of such demand.

- B. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than ten (10) days in advance of the meeting date.
- C. Business at a Special Meeting of the Membership is limited to the Scope of the Notice Provided.

## **ARTICLE VI - BOARD OF DIRECTORS**

### **6.1 Number and Term of Directors**

- A. The Board of Directors shall consist of seven (7) members who are in good standing with the Corporation.
- B. Directorships will not be denied to any person on the basis of race, creed, sex, religion, or national origin. To be eligible to serve as a Director, an individual must be a resident homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Corporation.
- C. All Directors shall serve for a term of two (2) years, except that at the first election two (2) Officers will be elected for one-year terms (but not the President and Treasurer in the same year), or until their successors are duly chosen. **No Director may serve for more than three (3) consecutive two-year (2) terms.**

### **6.2 Election of Directors**

- A. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Corporation, or at a special meeting held in place thereof. All newly elected Directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first.
- B. Members shall elect Directors to each officer position as well as those Directors serving at large.
- C. A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the Director and Officer position to be filled and those nominees known in advance of the meeting. It shall also clearly state that other nominees may come from the floor. Ballots must be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the Membership meeting.
- D. The Board of Directors may allow for an absentee ballot for the following reasons: hospitalization, family emergency, vacations, shift work, infirmity, and being 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 at least ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.



### **6.3 Powers**

- A. The Board of Directors shall be responsible for the day-to-day management and control of the corporation operations.
- B. No Director may act on behalf of the Corporation unless duly authorized by the Board of Directors.
- C. Any matters outside of the ordinary course of business or that involve the sale or encumbrance of assets shall require Member approval.
- D. The Board of Directors may from time to time set up committees and/or ad-hoc groups to work on specific responsibilities, with the committee members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.

### **6.4 Resignation**

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

### **6.5 Removal**

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

thirty (30) days after receipt of such Petition. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than ten (10) days in advance of the meeting date.

## **6.6 Vacancies**

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

## **6.7 Compensation**

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.

# **ARTICLE VII - OFFICERS**

## **7.1 Roster of Officers**

The Officers of the Corporation shall consist of a **President, Vice President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer and Operations Manager**. All Officers are Directors of the Corporation and must meet the requirements for being a Director set forth in Article 6.1.

## **7.2 Election and Removal of Officers**

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

## **7.3 President**

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

## **7.4 Vice President**

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

## **7.5 Secretary**

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

## **7.6 Treasurer**

The Treasurer shall have charge of all the funds of the Corporation and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Corporation including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Corporation accounts shall bear the signature of at least two of these three (3) Officers: **President, Vice President, and Secretary**. As a standard fiscal control, a Member of the Corporation other than the Treasurer shall reconcile the Corporation accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.

## **7.7 Operations Manager**

The Operations Manager sits on the Maintenance Committee and is responsible for the effective upkeep of grounds and systems; developing services, standards, emergency and general repair procedures; maintaining a list of qualified trades people; obtaining bids, maximizing volunteer contributions, submitting a capital improvements plan and annual projected maintenance budgets.

## **7.8 Powers**

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

# **ARTICLE VIII - BOARD MEETINGS**

## **8.1 Regular Meetings**

Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the Community no less than three (3) days before the meeting. The Board shall have the sole discretion to establish the agenda for all regular meetings.

## **8.2 Special Meetings**

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

## **8.3 Opening Meetings.**

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

## **8.4 Notice**

Written notice stating the place, day, hour and agenda of all Board meetings, regular and special, should be posted in a common area no less than three (3) days before any meeting.

## **8.5 Quorum**

At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established. A Director may attend by telephone and such Director is included in a quorum count.

## **8.6 Action without a Meeting**

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

## **8.7 Proxy Voting Prohibited**

Proxy voting is prohibited.

## **ARTICLE IX - INDEMNIFICATION AND BOND**

### **9.1 Indemnification**

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

### **9.2 Bond**

**Each Officer, Director, employee, and agent handling funds or securities amounting to one thousand dollars (\$1000) or more in any one year shall be covered by adequate bond in accordance with state law.**

## **ARTICLE X - OPERATIONS**

### **10.1 Signing of Documents.**

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation will be signed and executed by the President and one other Director. The Board will authorize by written resolution all final documents to be so executed. No more than one individual from each Member household may have signing authority.

## **10.2 Disbursement of Funds**

- A. All checks disbursing funds from any of the Corporation's accounts will require the signatures of at least two (2) Directors. No more than one individual from each Member household may have signing authority.
- B. Any decisions that may commit expenditures of \$2000 or more of Corporation resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual or special meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed \$3,000, per Fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or special meeting of the Membership..

**10.3 Ethics, Procurement and Conflict Of Interest.** 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.

**10.4 Records.** The records of the Corporation shall be kept by the Directors then in office and transferred to newly elected Directors upon change over.

## **10.5 Inspection of Books and Records**

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

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

## **10.7 Dissolution**

In the event of dissolution of the Corporation, the assets, after payment of the Corporation's debts and expenses, shall be distributed in the following manner:

- A. The face value, or the amount equal to the Membership Fee paid minus any outstanding obligation to the corporation, whichever is lower, shall be returned to the Members.
- B. The Steward may distribute any surplus remaining after the distributions in paragraph I may be distributed as contribution to any Corporation association or other nonprofit association to which contributions are deductible from income tax under current internal revenue service regulations.

## **ARTICLE XI - RULES OF PROCEDURE**

### **11.1 Parliamentary Procedure**

In case of any questions not covered in these Bylaws or adopted Board policies, the guidelines in **“Parliamentary Procedure for Manufactured Housing Community Corporations”** as published by the **Management Guide © 2003, 2007 ROC USA, LLC** shall prevail.



## New Home Move In

Thank you for your interest in becoming a proud Community Member of Takesa Village Homeowner Cooperative. Please complete the following information. The board requires this information before they can make a decision.

**Please includes Photos of the home.**

Information about your home:

*All homes must meet HUD codes and established community standards. Must be a 1980 or newer*

Year \_\_\_\_\_ Make \_\_\_\_\_ Vin \_\_\_\_\_

Dimensions \_\_\_\_\_

Lien Holder \_\_\_\_\_

Home Site# your requesting to move the home to \_\_\_\_\_

Anticipated Move in date \_\_\_\_\_

Company moving your home in \_\_\_\_\_

Permit # \_\_\_\_\_

LNI approved contractor completing site setup \_\_\_\_\_

*\*Skirting -Shall be t-111 wood, tin or vinyl or other approved Material and shall be installed within 30 days of occupancy. Extensions of time maybe given in writing for good cause*

*\*Decks and porches shall have a presentable and professional appearance.*

*\*Tongues (hitches) to be removed or covered*

*\*The lot must be cleaned of all trash, debris, building supplies, and all other items listed in Community Rules Section IV Sites D. Must be removed from the lot in thirty (30) days from move in date.*

Operations Notes:

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Board decision \_\_\_\_\_

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