

BYLAWS of Windswept Acres Cooperative, Inc.

- 1.1 The name of this Corporation shall be Windswept Acres Cooperative, Inc., herein after referred to as the "Cooperative," located in Rochester, County of Strafford, State of New Hampshire.

PURPOSE

- 2.1 The purpose for which this Corporation is formed is to own and operate a manufactured housing park as a cooperative (RSA 301-A) and be involved in other cooperative activities, on a nonprofit basis for the benefit of the residents.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the park for the current residents, and to keep it affordable long term for low and moderate-income individuals and families.

MEMBERSHIP

- 3.1 Membership is open to adult residents who own and occupy a manufactured housing unit ("unit") in the park and remain in good standing with the Cooperative. A member in good standing is a member whose carrying charges (lot rent) and membership fees are current or has signed an agreement satisfactory to the Finance Committee to bring these charges and fees current. Only one membership will be assigned to a manufactured housing unit, and only one full vote may be exercised under a membership. A person is seen as owning or co-owning a unit if he or she owns the unit directly or through his or her "living" or "Granter" trust. A "Granter" 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.
- 3.2 Buyers or owners of units seeking to reside in a housing unit and lease a lot in the Park must become members of the Cooperative. Buyers and owners seeking membership shall: (1) apply for membership on a form prescribed by the (1.) Membership Committee (2) be approved for membership by a majority vote of the Membership Committee. (3) pay in full the membership fee; (4) execute an Occupancy Agreement; (5) have a contract to buy and intent to occupy a manufactured housing unit in the park; and (6) commit to the purposes and policies of the Cooperative including the Park Rules, Management Plan and these Bylaws. A person is considered a buyer or owner if he or she seeks to or does own or co-own a manufactured housing unit directly or through his/her/their "living" or "Granter" 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 Granter, or upon devise or distribution from a deceased member's estate, or any other event. If an existing member transfers title to a manufactured housing unit to his or her "living" or "Granter" trust, the trust will not be considered a new owner or buyer under this paragraph. Members transferring their ownership into a permissible "living" or "granter" 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, granter 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.

- 3.3 The membership fee shall be Five Hundred Dollars (\$ 500.00) this is the par value.
There is no book value.
- 3.4 A Certificate of Membership shall be issued to any member, or to trustee of any member's "living" or "Granter" trust, who has fully paid their membership fee. This certificate, or a fullyexecuted and accepted Subscription Agreement, shall entitle the holder (or, in the case of aliving or Granter trust, the trust granter only) to occupancy of their lot in accordance with theOccupancy Agreement, provided that the holder also abides by the rules and regulations 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 therules 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 trusteeor beneficiary who does not plan to own the home and reside in the park nor shall a "living" or "Granter" 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, andoccupancy during such periods shall not extend to any other party not previously permitted membership and occupancy.
- 3.5 The Board of Directors reserves the right to use all or part of a member's fee to pay any debtdue to the Cooperative, or expenses incurred as a result of a member's action or misactions,in regards to the Cooperative; such debts and expenses being legally the responsibility of the member.
- 3.6 All members and non-members are required to pay their carrying charge (monthly "rent"). This carrying charge ("rent"), initially established by the membership of the Cooperative, may be increased by a majority vote of the membership, or in an emergency, if a quorum ofthe membership cannot be met and subject to membership ratification, the Cooperative Board of Directors consistent with Article 5 of these Bylaws, with a sixty (60) day written notice to all members and non-members.
- 3.7 Any member whose activity in the Cooperative is contrary to basic cooperation principles or who endangers the effective operation of the Cooperative may be expelled from membership in the Cooperative by the Board of Directors. Loss of membership carries with itloss of privilege to lower carrying charges (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) days. 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.
- The member shall have the right to appeal to the next membership meeting and will be given an opportunity to be heard in defense, either in person or by counsel. The appealingmember may call a Special Meeting for this purpose in accordance with the Bylaws, article
- 7.3. A member need not be expelled before being evicted. Re-application for membershipwill 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 thepermanent files and a copy given to the member.
- 3.8 Any member who wishes to be represented by legal counsel as the result of a Cooperativeaction **must** notify the Board of this fact ten (10) days in advance of the meeting.

HOME SALES AND RENTALS OF UNITS

- 4.1 Any member or non-member who plans to move their manufactured housing unit out of the park shall give written notice sixty (60) days in advance of that happening to the Board of Directors. Failure to give notice can result in up to sixty (60) days additional carrying charges.
- 4.2 Notice to the Board of Directors stating the intention to sell a housing unit in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent. 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 3.2, which applies here as well.
- 4.3 If the Cooperative is owed money by the resident or the resident is in breach of any other obligation to the Cooperative, the Board of Directors may sign a deed, as requested by that resident for the sale of his/her/their unit to a new buyer, but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's unit for those amounts due and owing the Cooperative. See RSA 477:44 and 205-A: 4-a.
- 4.4 The Board of Directors shall purchase the membership share from said member household by paying them the share'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.
- 4.5 Rental or leasing of manufactured housing units in the park shall not be allowed unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the member alleging hardship and (2) the Board of Directors determines that a hardship exists. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval. The vote of the Board of Directors shall be maintained in the official records of the Cooperative.

VOTING

- 5.1 Twenty-five percent (25%) 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 shall be approved by a majority vote of members present except for motions affecting the Bylaws and park rules.

- 5.2 A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. Annual Membership Meeting attendee's shall be provided a ballot in person that shall clearly state the slate of nominees and is to be completed and dropped in the ballot box at the membership meeting. The Board of Directors may allow for an absentee ballot for the following reasons: Hospitalization, shift work, infirmity, out of state. A request for an absentee ballot must be made in writing five (5) days before a meeting. Absentee ballots may not be counted towards a quorum. Absentee ballots shall be sealed and opened at the membership meeting.
- 5.3 Any business required or permitted to be taken at a membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by a majority of the entire Membership. A copy of the motion and vote must be kept on file with the Cooperative's membership meeting minutes.
- 5.4 Park rules shall be approved or amended by a majority vote of the entire membership, and must be obeyed by all residents.
- 5.5 The Bylaws of the Cooperative shall be adopted by a majority vote of the entire membership.
- 5.6 The Bylaws may be amended or repealed by a majority vote of the members present at any regular or special meeting, provided that notice of the proposed amendment shall be given in writing to all members ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- 5.7 Any decision that may commit an expenditure of Two thousand dollars (\$2,000) or more of Cooperative resources, that does not appear in the approved annual budget, shall be made by the membership at an Annual, special, or regular meeting of the members. Capital Improvement and Replacement Reserve expenditures that exceed Three thousand dollars (\$3,000) require the approval of the membership except in cases of emergency repairs. The Board shall notify the membership of such an action at the next regular or special meeting of the membership.

ELECTIONS

- 6.1 Elections will be held for Board of Director positions every year at the Cooperative's Annual Meeting. The even numbered years will signify the election for the Vice President, Secretary, and Treasurer. The odd number years will signify the election for the President, Assistant Secretary, and Assistant Treasurer.
- 6.2 Notice of positions up for election shall be posted and maintained at a common area not less than fourteen (14) days prior to the deadline for submission of name for said positions.
- 6.3 When positions of Treasurer and/or Assistant Treasurer are up for election, applicants must be interviewed 30 days prior to election by the Board of Directors. Applicants are required to have a bookkeeping and/or financial background.
- 6.4 Ballots will only reflect the names of the candidates that submitted/accepted prior to the nomination deadline.
- (a) No write-ins will be accepted
 - (b) No nominations will be accepted from the floor at the annual meeting

- 6.5 Ballots will be distributed at the annual meeting in accordance with the Annual Meeting Agenda included in the yearly packet.
- (a) In the event that the ballot has only one candidate listed for any position or the incumbents are the only listed candidates, a Co Op member may propose a motion that the secretary be instructed to cast one ballot representing the vote of the Co-Op for position or positions.
- 6.6 Ballots will be counted/tallied by two Co Op member (non-Board member) volunteers chosen at the annual meeting.
- 6.7 Results of election will be announced prior to Annual Meeting adjourning.

ANNUAL AND SPECIAL MEETINGS

- 7.1 The annual meeting of the members shall be held in the month of June each year in Rochester, NH or a place designated by the Board of Directors. An annual meeting of members is to be held at least once a year. RSA 301-A: 21.
- 7.2 Notice of the time and place of the annual meeting and the agenda items or subject matter to come before it, shall be given in writing to each member at his/her address, and posted and maintained at a common area not less than ten (10) days prior to the date of the meeting. RSA 301-A: 23. The Annual Report to the Secretary of State, the report of the auditor review 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. The proposed budget shall be in line format.
- 7.3 Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the members. Such member petition may be delivered to any Board member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand. The Secretary of the cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each member and post the notice in a common area not less than 10 days in advance of the meeting date. Source: RSA 301-A: 22.
- 7.4 In case of any question not covered in these Bylaws, RSA 301-A or adopted Board policies, the guidelines in "Parliamentary Procedure for Manufactured Housing Park Cooperatives" as published by the NHCLF in the Management Guide, or the foundation document, *The Standard Code of Parliamentary Procedure*, Fourth Edition, by Alice Sturgis, 2001, shall prevail.

BOARD OF DIRECTORS

- 8.1 The Board of Directors shall consist of six (6) members or subscribers who are residents and owners of a manufactured housing unit in the park and are in good standing with the Cooperative. The Board of Directors shall be elected by the membership at the annual meeting of the Cooperative, or at a special meeting held in place thereof. Only one household member may be on the board of directors. All newly elected directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first. (In good standing means: All lot rent, water bills, and property taxes are up to date.)
- 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, No Director may serve for more than threeconsecutive 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 theDirectors present at any regular 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 committeesand/or ad-hoc groups to work on specific responsibilities. These committees will report to theBoard of Directors and operate with only as much authority as granted by the Board. Furtherexplanation 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 placein the park at least 14 days prior to said meeting. In the event a meeting needs to be changed or cancelled (ex. in climate weather or an emergency situation with Host home or attendees) a notice will be posted immediately upon the decision of the change/cancellationin a public place as well as at the host home of the meeting.
- 8.8 Special meetings of the Directors may be held at the call of any two Directors. Written noticestating 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.
- 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 onlyfor purposes of protecting a person's reputation and confidentiality, or to receive or discussadvice from legal counsel. Any decision based on an Executive Session 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 thenin office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established.
- 8.11 Any action required or permitted to be taken by the Board of Directors at a meeting may betaken without a meeting if the written motion is approved and signed by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes.
- 8.12 All duly elected or appointed board members shall be compensating in the form of full lot rent.

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

8.14 All Compensation in excess of (six hundred) \$600.00 shall be reported on form 1099.

OFFICERS/PARK POSITIONS

9.1 The officers of the Cooperative shall consist of a President, Vice-President, Secretary, Treasurer, Assistant Treasurer, and Assistant Secretary, 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.

9.2 Officers shall be elected by the Membership.

9.3 The President shall 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. The Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.

- 9.6 The Treasurer shall have charge of all the funds of the Cooperative and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Cooperative including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Cooperative accounts shall bear the signature of at least two of these three officers: President, Treasurer, or Assistant Treasurer. Each month the Treasurer will oversee the reconciliation of the Cooperative accounts. The Treasurer shall be responsible for having the books prepared for the audit. The Treasurer may delegate any tasks to any member of the Finance Committee or a contracted bookkeeping service.
- 9.7 The Assistant Secretary shall work alongside the Secretary to aid in his/her list of record keeping tasks. In the absence of the Secretary he/she shall perform such duties delegated to him/her by either the Board or the Secretary. Such duties may include, but not limited to recording minutes for Board and Member meetings as well as creating letters that may be needed by the Board to be sent to Co Op Member and/or Non Members.
- 9.8 The Assistant Treasurer shall work alongside the Treasurer to aid in his/her responsibilities of disbursements and collections. In the absence of the Treasurer he/she shall perform such duties delegated to him/her by either the Board or the Treasurer. Such duties may include, but not limited to aiding in maintaining statements returned, checks invoices as well as see that all checks drawn on the Cooperative accounts shall bear the signature of at least two officers.
- 9.9 The Office Manager position was dissolved on June 30, 2022. The Treasurer and Asst. Treasurer absorbed the responsibilities for, but not limited to the integration of all new members into the Cooperative; working directly with Realty Groups to ensure proper documentation is gathered and is filed in accordance with Windswept Acres policies and procedures; as well as, maintaining the septic pumping schedule and the Cooperative website. Performing and managing the water meter reading/billing cycle on a monthly basis is a separate entity and is appointed by the Board of Directors.
- 9.10 The Operations Manager 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. Full job descriptions available upon request. NOTE: In the event of a vacancy in the operations position, please contact the board of directors for assistance.
- 9.11 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.
- 9.12 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 RSA301-A:29.

INDEMNITY

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

RECORDS

- 11.1 The records of the Cooperative shall be kept by the Directors then in office and transferred to newly elected Directors upon change over. Records of the Corporation shall be kept for the periods indicated by the following schedule:
- A. Articles of Incorporation, Bylaws (originals and changes), Board lists and Minutes (membership and board); as long as the corporation exists plus seven (7) years.
 - B. Financial Records (Accounts Receivable, Accounts Payable, and Checkbooks); as long as the statute of limitations plus (3) three years, more if there is a recent law suit.
 - C. Membership records (3) three years.
- 11.2 Records of the Cooperative shall be open to the inspection of any member at a reasonable time and place within 48 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 fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of June, of each year. The Cooperative shall cause its books to be audited or reviewed within a reasonable time after the end of each fiscal year in accordance with the requirements of RSA 301-A:30.

DISSOLUTION

12.1 Dissolution of the Cooperative shall be as outlined in RSA 301-A:33. In the event of dissolution of the Cooperative, the assets, after payment of the Cooperative's debts and expenses, shall be distributed in the following manner:

I. (a) The par value of the membership certificates or shares shall be returned to the members. Amounts paid on subscriptions shall be returned to subscribers. The amounts allocated in distribution of net savings under RSA 301-A:28 shall be returned to those members entitled to them.

(b) If, after paying all debts and expenses, there are not adequate assets remaining to return the par value to all members, then the remaining assets shall be distributed to the members and subscribers in proportion to the amounts paid in by each member on their membership fee.

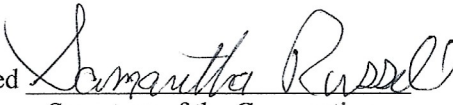
II. Any surplus remaining after the distribution in Paragraph I (a) (b) may be distributed as a contribution to any cooperative association or other non-profit association to which contributions are deductible from income tax under current Internal Revenue Service regulations, selected by a majority vote of the membership.

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RSA's available on request.

Windswept Acres Cooperative, Inc.

Bylaws Total 10 Pages, Approved

Signed 
Secretary of the Cooperative

Print Samantha Russell