

**BYLAWS OF
UMPQUA RANCH COOPERATIVE**

- 1.1 The name of this Cooperative shall be Umpqua Ranch Cooperative, referred to as the “Cooperative,” located in Idleyld Park, Oregon.

PURPOSE

- 2.1 The purpose for which this Cooperative is formed is to own and operate a manufactured dwelling park, herein after referred to as the “Community,” pursuant to ORS 62.800 - .815, and be involved in other activities, on a nonprofit, cooperative basis for the benefit of the members.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the Community for the current residents, and to keep it affordable long term for low and moderate-income individuals and families. In accordance with the purpose stated in the Cooperative’s Articles of Incorporation, the Cooperative will conduct its business in a manner designed to preserve the affordability of the sites within the community for low to moderate income homeowners and in accordance with the International Cooperative Principles attached hereto and incorporated herein by this reference to the extent permitted by law. The Cooperative shall not inhibit nor exclude low- and moderate-income people from becoming members and from benefiting from membership.

MEMBERSHIP

- 3.1 A “Member” is defined as an adult natural person who meets all of the following requirements:
- (1) owns and resides (or proposes to reside) in a manufactured dwelling (herein after referred to as a “Home”) in the Community and who has signed (or proposes to sign) a Space Lease, and has paid the membership fee.
 - (2) is willing to accept membership responsibilities, including, but not limited to, voluntary participation in the governance of the Cooperative and in the operation of the Community.
 - (3) meets the following membership qualifications, as determined by the Board of Directors:
 - (a) the proposed member and any household occupant is not an individual who may constitute a direct threat to the safety of any individual, the Community, or the property of others;
 - (b) the proposed member and any household occupant is not a current illegal substance abuser and does not have a history of violent or drug-related crimes;
 - (c) has an acceptable credit history and credit score;
 - (d) total household gross income is sufficiently in excess of the space lease fee and from a verifiable, legal, and reasonably stable source;

- (e) The applicant and authorized occupants, 18 years or older, to have a three year “eviction-free” rental history. In the case of rental eviction history, the Board acknowledges the possibility of extenuating circumstances and will review that history with the applicant and make a final determination.
 - (f) commits to the purposes and policies of the Cooperative including the Space Lease, Community Rules, the Cooperative’s Articles of Incorporation and these Bylaws; and
 - (g) any applicant with a disability (as defined by federal or state law) who is denied membership may request the Board to consider a request for a reasonable accommodation.
- 3.2 Each Home shall have only one Member. If more than one person in a home qualifies to be a Member, the homeowners shall decide which person shall apply to the Cooperative to become a Member.
- 3.3 Each Member shall have one vote. An individual may not have more than one membership in the Cooperative.
- 3.4 One of the buyers or owners of Homes seeking to lease a lot in the Community must become a Member of the Cooperative, unless otherwise provided by law for lien holders in title.
- 3.5. Those qualifying for membership within a household shall: (1) apply for Membership on a form prescribed by the Board of Directors and pay the application fee; (2) meet the membership criteria; (3) pay in full the membership fee, unless arrangements have been approved in writing for partial payments over 24 months; (4) execute a Space Lease, along with any other owner in the Home; (5) own or have a contract to buy and intent to occupy a Home in the Community; and (6) commit to the purposes and policies of the Cooperative, including the Space Lease, Community Rules and these Bylaws.
- 3.6 The Membership Fee shall be \$100. Membership Fees accumulate no interest for the Member.
- 3.7 The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Cooperative, or expenses incurred as a result of a Member's actions or non-actions including but not limited to costs the Cooperative has incurred in terminating the lease, removing abandoned property, making repairs to the home site, paying any liens for debts of the Member on the home site; such debts and expenses being legally the responsibility of the Member. Any obligation to the Cooperative created by those in the Member’s Home shall be considered to be the Member’s debt. The Member shall replenish a capital balance decreased on such account in order to avoid a suspension of the membership so that they may be entitled to vote.
- 3.8 All Members shall be entitled to pay the Member rent established by the members as provided in Article 5.3. Non-members or members whose membership has been terminated shall pay the space rent established by the Board of Directors for non-members.

- 3.9 Membership is automatically terminated in the following circumstances: (1) a Member is evicted as provided in the Space Lease; or (2) a Member moves out of the Community; or (3) a Member dies. Upon termination, if and when there are sufficient reserve funds as determined by the Board of Directors in its sole discretion, the Cooperative may redeem the Member's Certificate at the original amount paid, less any debts owed to the Cooperative and expenses incurred by the Cooperative as provided in Section 3.8. No redemption of the Certificate shall be made if the redemption would bring the value of the remaining assets of the Cooperative below the aggregate of its indebtedness.
- 3.10 The Board of Directors of the Cooperative shall adopt a non-discrimination policy governing the approval of new Members.

HOME SALES AND RENTALS OF HOMES

- 4.1 Any Member or non-Member who plans to sell their Home, move their Home out of the Community or demolish the Home on site shall notify the board to allow for a Board review of the sale and rental requirements with the seller. This notice must be written and given to the Board of Directors thirty (30) days in advance. Failure to give notice can result in 30 days additional space rent.
- 4.2 Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that one of the buyers become a Member 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. If the Member transfers title of the Home to a buyer other than a lien holder, then the buyer must become a member.
- 4.3 The Member shall actively market the home to low-income buyers. For the first 30-day period, 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.
- 4.4 A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- 4.5 In order to unify the Members and make the Cooperative stronger, all homes in the Community must be owner-occupied, except as provided in Section 3.9 in these Bylaws and except for heirs of Members as provided in the Space Lease.
- 4.6 Notwithstanding any other bylaw provision, the Cooperative shall offer a non-member space lease at a non-member space rent to persons permitted by Oregon law to rent a space in a cooperative-owned park without being a member, such as a lien holder in title, or a current homeowner at the time the Cooperative takes title to the Park. The Board shall set the non-member space rent.

- 4.7 Homes must be owner-occupied and leasing is not permitted. Members who are leasing their homes to others at the time of the adoption of these bylaws shall have until no later than _____ to terminate those leases.

VOTING

- 5.1 Fifty-one percent (51%) of the current Membership shall constitute a quorum at a Membership meeting. No member not in good standing (as defined by these Bylaws at Section 5.2) shall be eligible to vote upon any matter, and shall not be counted toward a quorum. 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 is present, any motion that is properly before the meeting shall be approved by a fifty-one (51%) majority vote of Members present, except as otherwise provided in these bylaws or the Oregon statutes.
- 5.2 Each Member in good standing shall have one vote. A Member is in good standing if there is no outstanding debt owed to the Cooperative by the Member either for the Membership fee or under the Space Lease, and there are no uncorrected violations of the Space Lease or the Community Rules following issuance by the Board of Directors of a Notice to Terminate the Space Lease or a Notice of Violation of the Community Rules. A violation shall not be considered "uncorrected" if Board review is pending, the Board and the Member are involved in informal dispute resolution (if applicable), or if any cure period has not expired.
- 5.3 The following matters shall be submitted to a vote of the Members.
- (1) Election of the Board. The Board of Directors shall be elected by the Members at an annual or special meeting. A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the slate of nominees and be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the Membership meeting.
 - (2) Change in Member base space rent. Space rent shall be established in an amount sufficient to allow the Co-op to meet its expenses and may be adjusted annually, including but not limited to: liability insurance for the Community, property management services, legal services, technical assistance services, property taxes owed by the Cooperative, loan payments owed on the purchase of the Community, general maintenance, landscape maintenance and replacement reserves.
 - (3) Amendments to the Bylaws and the Community Rules. Notice of the meeting shall include the text of the proposed amendment.
 - (4) Any decisions that may commit expenditures of fifteen hundred dollars (\$1,500), or more of Cooperative resources per fiscal year, that does not appear in the approved annual budget.

- (5) Capital Improvement and Replacement Reserve expenditures that do not appear in the Capital Improvement Plan and that exceed two thousand five hundred dollars (\$2,500) per fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership that such an emergency action was taken at the next regular or special meeting of the Membership.
 - (6) The Capital Improvement Plan and amendments to the Plan.
 - (7) The annual budget. However, in the event that the Members fail to approve the annual budget through lack of a quorum or otherwise, the Board of Directors may adopt a budget, except that in no event may the Member base space rent be changed without Member approval.
 - (8) 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 Cooperative 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.
- 5.4 The board may cause to be submitted by mail ballot any question to be voted on at any member meeting, including the election of directors. In such event the secretary shall mail to each member along with the notice of the meeting the ballot on each such question and a voting envelope. The ballot may be cast only in a sealed envelope which is authenticated by the member's signature. A vote so cast shall be counted as if the member were present and voting in person.

FISCAL YEAR

- 6.1 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of December of each year.

ANNUAL AND SPECIAL MEETINGS

- 7.1 The Annual Meeting of the Members shall be held in the month of November each year in a place designated by the Board of Directors within 5 miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- 7.2 Notice of the date, time and place of the Annual Meeting and of any Special 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 7 days nor more than 30 days prior to the date of the meeting. Notice shall be given to each Member either personally or by mail, as determined by the Board of Directors. If mailed, the notice shall be deemed to be given when deposited in the United States mail, addressed to the Member at the address of the Member as it appears on the records of the Cooperative with first class postage prepaid.
- 7.3 The report of the examination of the prior year's finances and the proposed annual budget of the Cooperative shall be included in the notice of the Annual Meeting.

- 7.4 Special meetings of the Members may be called by the President or the Board of Directors or by the Secretary upon receipt of a petition for a special meeting signed by at least (1/6) of the Members and stating the business to be brought before the meeting.
- 7.5 The Secretary shall set the date, place and time of the Special Meeting which shall be held within 30 days after receipt of such petition.
- 7.6 Except as provided in Oregon Revised Statutes Chapter 62, the Articles of Incorporation, and these Bylaws or adopted Board policies, the provisions in the most recent edition of *Robert's Rules of Order* shall prevail.

BOARD OF DIRECTORS

- 8.1 The Board of Directors shall consist of eight (8) Members in good standing with the Cooperative. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Cooperative. All newly elected Directors will take office at the next regularly-scheduled Board of Directors meeting.
- 8.2 At each election for Directors, each Member shall be entitled to one vote for each position for which Directors are being elected.
- 8.3 All Directors shall serve for a term of two years, except that at the first election, three of the Directors will be elected for one-year terms so that terms can be staggered. No Director may serve for more than three consecutive two-year terms. Directors shall serve until their successors are duly chosen.
- 8.4 Vacancies that result from resignation, removal or other means may be filled by a majority vote of the remaining Directors though less than a quorum of the board. A Director may give his or her resignation either orally or in writing. The Director so elected 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 The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations. The Board of Directors may from time to time set up committees to work on specific responsibilities, with the committee members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.
- 8.6 Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the Community. The Board shall have the sole discretion to establish the agenda for all regular meetings.
- 8.7 Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, and time of any special meeting shall be posted in a common area and communicated personally to each Board Member not less than three days before the date of the meeting. In an

emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are reported at a subsequent properly noticed meeting.

- 8.8 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. The minutes shall reflect the decision made but not the discussion.
- 8.9 At any meeting of the Board of Directors, the majority of directors 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.
- 8.10 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 and dated 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.
- 8.11 Directors shall serve without compensation, but shall be entitled to reasonable reimbursement for expenses incurred while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may not simultaneously serve on the Board and receive compensation for services, products, or contracts, and may not be employed by the Cooperative.
- 8.12 Any Director may be removed as follows:
 - (1) Either a majority of the Board of Directors shall vote to request the removal, or at least 10% of the Members shall sign a petition requesting the removal;
 - (2) The Director whose removal is sought shall be given ten days notice of the date, time and place of the membership meeting at which removal will be considered and the notice shall inform the Director that the Director shall be given an opportunity to answer the reasons for the removal at the meeting;
 - (3) The Members shall be given the notice of meeting required in Section 7 above and the notice shall include a statement that one of the purposes of the meeting is to consider removal of a Director;
 - (4) After the Director is heard, a majority of the Members present at the Membership meeting at which a quorum is present must vote in favor of removal. The written statement of reasons for removal shall be filed with the minutes of the meeting. This section does not restrict any Directors' voluntary resignation from the Board of Directors or from office.
- 8.13 . All Directors and Officers shall abide by the Code of Ethics, the Procurement Policy and the Conflict of Interest Policy and Procedure approved by the members as provided in Section 5.3.

OFFICERS

- 9.1 The Officers of the Cooperative shall consist of a President, Vice-President, Secretary, Treasurer, and Operations Manager. All Officers must be Directors of the Cooperative and must meet the requirements for being a Director set forth in paragraph 8.1.
- 9.2 Officers shall be elected annually for one year terms. (This is independent of board terms).
- 9.3 The President shall serve as chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general administration according to the guidelines established by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the objectives of the Cooperative.
- 9.4 The Vice-President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him/her by either the Board or the President. He/she shall report on the activities of the President to the Board in the absence of the President.
- 9.5 The Secretary shall keep the records of the Cooperative and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. He or she shall keep a true record of the proceedings of all meetings of the Directors and Members. If the Secretary is absent from any such meetings, the chair may request that some person act as a recording secretary to take the minutes. Additionally, a recording device can be used to assist in the note taking process. 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 four Officers: President, Vice President, Treasurer, or Secretary. As a standard fiscal control, a Member of the Cooperative other than the Treasurer shall reconcile the Cooperative accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.
- 9.7 The Operations Manager sits on the Maintenance Committee, works with the management company, 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.

- 9.8 All Officers of the Cooperative shall, 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. Any officer may be removed by the Board whenever in its judgment the best interests of the Cooperative will be served by removal.
- 9.9 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. The Cooperative shall bear the cost of the bond.

INDEMNITY

- 10.1 The Directors shall be entitled to the maximum indemnity allowed under ORS 62.462, et seq., or as this statute may be amended in the future. Any indemnity or advance of expenses shall be reported to the Members with the notice of the next membership meeting.

RECORDS

- 11.1 The individual member records and of the Cooperative shall be kept by the Secretary.
- 11.2 General records of the Cooperative shall be open to the inspection by any Member for a proper purpose, except that members may inspect only their own records at a reasonable time upon written notice stating the purposes for the inspection. The Board may state reasonable conditions restricting the disclosure of information, including but not limited to information protected for reasonable privacy concerns of Members or governmental requirements of confidentiality, matters protected by the attorney-client relationship, financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.

DISSOLUTION

- 12.1 In the event of dissolution of the Cooperative, the Board, after payment of the Cooperative's debts and expenses, shall distribute the assets in the following manner:
- (1) The Cooperative shall redeem each membership for the amount paid for the membership, less amounts owed to the Cooperative by the member.
 - (2) Any surplus remaining shall be distributed to:
 - (a) Another manufactured dwelling park nonprofit cooperative;
 - (b) An organization organized for a public or charitable purpose;
 - (c) A religious corporation;
 - (d) The United States;
 - (e) This state;

- (f) A local government in this state;
- (g) A housing authority created under ORS 456.055 to 456.235 (or the corresponding future statutes); or
- (h) A corporation that is recognized as tax exempt under section 501(c)(3) of the Internal Revenue Code.

These Bylaws were approved by majority vote of the Members of the Anonymous Cooperative on _____.

Secretary

International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership

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

2nd Principle: Democratic Member Control

Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership and are organized in a democratic manner.

3rd Principle: Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves; and supporting other activities approved by the membership.

4th Principle: Autonomy and Independence

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

5th Principle: Education, Training and Information

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

6th Principle: Co-operation among Co-operatives

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

7th Principle: Concern for Community

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

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