

**Letter to Applicants**  
**Centennial Trail Community**  
**A Resident Owned and Operated Community**

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

**About the Community**

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

**About the Application Process**

- ✓ Complete the Application.
- ✓ Return it fully completed with all requested documentation, including:
  1. **Application for Membership**
  2. **An application fee of \$\_\_** for each applicant 18 years of age or older. This fee is non-refundable.
  3. A **copy of photo identification** for each applicant 18 years of age or older. **Community Rules/Bylaws/Lease Agreement** Acknowledgment Form
  4. **Proof of income**, including the previous four month's pay-stubs and the previous year's Federal Income Tax Returns (if filed), proof of Social Security and/or SSD income, annuities and/or proof of any other sources of income.
  5. **Pet Registration**, if applicable.
  6. **Member Interest Questionnaire**

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

1. Attend an interview with the Membership Committee.
2. Await approval or denial by the ROC's Board of Directors.
3. Complete applications will be processed within 14 calendar days. Applicants are notified of their acceptance or denial in writing.

**After you are approved, before you may move in**

1. Pay your \$100 Membership Deposit. This is a one-time deposit.
2. Execute the Lease Agreement, with all household members listed.
3. Pay your first monthly lot rent of \$\_\_\_\_\_.

### **After you move in**

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

If you have questions, please call \_\_\_\_\_, Property Manager.

They can be reached at EMAIL ADDRESS or by calling PHONE NUMBER



## Centennial Trail Community Application for Membership

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

Applying for: \_\_\_\_\_ (Address)

Current owner: \_\_\_\_\_

**Applicant:** \_\_\_\_\_

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

**Name(s) on deed:** \_\_\_\_\_

**Current address:** \_\_\_\_\_ (street)

\_\_\_\_\_ (city, state, zip)

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Length of time at this address: \_\_\_\_\_

Current landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

**If less than three (3) years at current address, list previous addresses:**

Address (street, city, state, zip):

\_\_\_\_\_

Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

Address (street, city, state, zip):

\_\_\_\_\_

Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

**Applicant employer:** \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Co-applicant employer: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

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

**Applicant income:**

Amount \$ \_\_\_\_\_ Source \_\_\_\_\_

Amount \$ \_\_\_\_\_ Source \_\_\_\_\_

Amount \$ \_\_\_\_\_ Source \_\_\_\_\_

**Co-applicant income:**

Amount \$ \_\_\_\_\_ Source \_\_\_\_\_

Amount \$ \_\_\_\_\_ Source \_\_\_\_\_

Amount \$ \_\_\_\_\_ Source \_\_\_\_\_

**Anticipated monthly expenses:**

**Mortgage(s):** \_\_\_\_\_

**Electric:** \_\_\_\_\_

**Cable/Internet:** \_\_\_\_\_

**Heat:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Car Payment(s):** \_\_\_\_\_

**Auto Insurance:** \_\_\_\_\_

**Homeowners Ins.:** \_\_\_\_\_

**Phone(s):** \_\_\_\_\_

**Number of persons who plan to occupy home** \_\_\_\_\_

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

☐ Yes ☐ No

**Please list three personal (not professional) references who can speak to your likelihood to pay your rent in a timely manner, obey the Community Rules and be a good ROC Member. References may not include relatives.**

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Please read the following information before signing this application:**

To join Centennial Trail Community, I/we are aware that a Membership Deposit of \$100.00 must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out except under clear cases of hardship as determined by the ROC Board of Directors.

**The ROC does not discriminate based on age, sex, race, creed, color, marital status, familial status, physical or mental disability or national origin or on account of that person's sexual orientation in the approval of its members.**

**Information provided in this application found to be false may serve as immediate grounds for denial of Membership.**

**Disclaimer:** I understand that should I be accepted as a Member of the ROC, failure to provide accurate information on this Application for Membership may be grounds for Member expulsion according to the ROC Bylaws. Such expulsion would result in the loss of Membership. Loss of Membership/expulsion would result in the loss of voting privileges, an increased monthly lot rent, and may lead to eviction. By signing this application, I attest that this is accurate and true information to the best of my knowledge.

**Applicant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-applicant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTE:** Applications that are incomplete, illegible and/or are not accompanied by the proper documentation will be returned to the applicant(s).

## **Member Lease Agreement Centennial Trail Community, Inc.**

This Agreement, made and entered into at Columbus, State of Montana, on this [ordinal number such as 1st, 2nd] day of [month], 20[year], by and between the Centennial Trail Community, a corporation organized under the Montana Nonprofit Corporation Act, having its principal place of business at 544 C Street, Columbus, (hereinafter called the "Corporation"), and [Member name] (hereinafter called the "Member") of [street address] in said Corporation.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as the Centennial Trail Community (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles of Incorporation and the Bylaws of the Corporation and is familiar with their terms; and

WHEREAS, the Member has a bona fide intention to reside in the Community and to continue such residence during Membership; and

WHEREAS, the Member has paid or agrees to pay the Membership Deposit of \$100 and will receive a Certificate of Membership in the Corporation once the Membership Deposit has been paid in full; and

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

NOW THEREFORE, the parties do agree as follows:

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

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

**Article 3 - Lot Rent:** The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of \$[dollar amount] for Members owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Corporation, as estimated by its Board of Directors, to meet its expenses and reserves. The Lot Rent may be increased according to the Bylaws, with a thirty (30) day written advance notice. The Lot Rent must be paid on the 1st day of each month and there is a \$20 late payment fee for Lot Rent received after the 7<sup>th</sup> day of each month. All such late fees shall be considered additional rent hereunder.

The Member further agrees to timely pay when and if due to the City/Town of Columbus all monthly water/sewer and property taxes assessed against the manufactured housing unit owned by the Member. (If the Corporation, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Members' unit, the Members shall promptly reimburse the Corporation.) Any fees advanced by the Corporation for municipal taxes or other Lot Rent shall be added to the Corporation's balance owed for unpaid rents.

**Article 4 - Membership Deposit:** The Member has paid or will pay the Membership Deposit by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Corporation; the payment plan agreed to in the Membership Agreement and Promise to Pay is hereby incorporated into this Lease Agreement.

**Article 5 - Patronage Refunds:** The Corporation may refund or credit to the Member, within one hundred and twenty (120) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

**Article 6 - Member's Further Obligations and Covenants:** The Member shall comply with all duties set forth under Montana law, specifically, but not limited to the Montana Nonprofit Corporation Act and the Montana Residential Mobile Home Lot Rental Act, and shall further agree to abide by the terms and conditions of this Agreement, and the Articles of Incorporation, Bylaws of the Corporation, and Community Rules of the Corporation now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable Community Rules in effect at the execution of the Lease Agreement.

The Member further agrees to participate "cooperatively" in the operation and management of the Corporation by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Members, other tenants, or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Corporation; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of the Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Community Rules.

Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with the Aboveground Storage Tank rules as published by the Montana Department of Environmental Quality (MDEQ) and incorporated herein by reference as if fully set forth herein (Title 17, Chapter 57, Subchapter 1 of the Administrative Rules of Montana). Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation's Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under Mont. Code Ann. § 70-33-422 of the Montana Residential Mobile Home Lot Rental Act. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

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

**Article 7 - Corporation's Covenants:** The Corporation shall comply with all duties set forth under Montana law, specifically, but not limited to, the Montana Nonprofit Corporation Act and the Montana Residential Mobile Home Lot Rental Act, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, Bylaws or Community Rules, as they now exist and as they may be later amended from time to time.

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

**Article 8 - Eviction:** The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules or for any reason specified in Mont. Code Ann. § 70-33-422 of the Montana Residential Mobile Home Lot Rental Act, all as they now exist or as they may hereafter be amended from time to time.

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

**Article 9 - Sublease:** The Premises may be sublet to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time periods as it deems appropriate in its sole discretion and sets forth in writing.

**Article 10 - Limitation on Member's Right to Make On-Site Sale:** The Member acknowledges the application of, and agrees to abide and comply with, the resale limitations and restrictions of



Section II:3 of the Community Rules of the Corporation, as may be amended from time to time, and agrees to abide and comply therewith.

Any Member or Non-Member wishing to make an on-site sale of their home shall give immediate written notice to the Board of Directors stating the intention to sell, the estimated date of sale, and the name, address, and phone number of the selling agent, in accordance with the Bylaws. 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.

**Article 11 - Invalidity:** If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

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

**Article 13 - Notices:** Whenever the provisions of law or the Corporation Bylaws require notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

**Article 14 - Representations Not Binding:** No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws, or the Community Rules of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

**Article 15- Incorporation of Articles of Incorporation, Community Rules, Bylaws and Corporation Resolution:** The Articles of Incorporation, the Bylaws, all Corporation resolutions, and its duly adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Corporation.

**Article 16 - Attorneys' Fees and Costs:** In the event the Corporation is the prevailing party in any legal action commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Corporation by a homeowner and the Corporation prevails in said action or the action is withdrawn by the homeowner, the homeowner

shall be required to reimburse the Corporation for attorney fees and costs incurred in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees unless directed by a Court. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

**Article 17 - Time of the Essence:** Time is of the essence of this Lease Agreement and any term, covenant or condition contained herein.

**Article 18 - Joint and Several Liabilities:** If more than one (1) Member party shall execute this Agreement, the obligations of the Members shall be their joint and several obligations in every instance.

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

**Article 20 - Home Financing Contact:** The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

[name, address]  
[name, address]

**Article 21 – Contact Information:**

Homeowner Name (s): [name(s)]

Address: [street address] Telephone: [phone number]

Names of each additional person living at the above address:

[name]

[name]

[name]

[name]

**Emergency Contact Information**

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

[name, address, phone]

[name, address, phone]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Corporation Officers:

Signed\_\_\_\_\_ [printed name]  
Its duly authorized Officer

Signed\_\_\_\_\_ [printed name]  
Its duly authorized Officer

Members:

Signed\_\_\_\_\_ [printed name]

Signed\_\_\_\_\_ [printed name]

Signed\_\_\_\_\_ [printed name]

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

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

Untitled spouse or partner in civil union:

Signed\_\_\_\_\_ [printed name]

Witness to all signatures:

Signed\_\_\_\_\_ [printed name]

## **Non-Member Lease Agreement Centennial Trail Community, Inc.**

This Agreement, made and entered into Columbus, State of Montana this [ordinal number such as 1st, 2nd] day of [month], 20[year], by and between Centennial Trail Community, a non-profit corporation organized under the Montana Nonprofit Corporation Act, having its principal place of business at 544 C Street, Columbus, Montana (hereinafter called the "Corporation"), and [name] (hereinafter called the "Tenant") of [street address] in said Manufactured Home Community.

NOW THEREFORE, the parties do agree as follows:

**Article 1 - Premises:** The Corporation leases to the Tenant and the Tenant leases from the Corporation [lot number] (hereinafter called the "Lot") in the Community.

**Article 2 - Term:** Upon payment of the rental herein, and upon compliance with the other terms of this agreement, and the Rules and Regulations established by the Corporation, all as they may be amended from time to time, the Tenant shall have a right to occupy said Lot commencing [date] to [date]. If Tenant intends to terminate the lease, Tenant shall provide thirty (30) day written notice to the Corporation.

**Article 3 - Rent:** The Tenant covenants and agrees to pay all rent and other expenses in a timely manner (hereinafter called "Rent") in the monthly sum of \$[dollar amount]. The Board may increase the Rent, if it deems necessary, with thirty (30) day written advance notice. The Corporation, so as to encourage prompt payment of the Rent, requires that the Rent must be paid on the first day of each month and that there is a \$20 late charge payment for Rent received after the 7th of each month.

The Tenant further agrees to timely pay when and if due to the State of Montana all property taxes assessed against the manufactured housing unit owned by the Tenant. (If the Corporation, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Tenant's unit, the Tenant shall promptly reimburse the Corporation). Any fees advanced by the Corporation for municipal taxes or other Lot Rent shall be added to the Corporation's lien for unpaid rents. The Corporation reserves the right to secure its statutory lien [statute citation] on the home of the Tenant for any Tenant's rent and non-reimbursed expenses incurred by the Corporation.

Tenant (and tenant's spouse signing this agreement for these purposes if not as tenant) hereby waives any and all homestead rights as provided for in Montana, if applicable, or by any other state or federal law as to any lien by the Corporation for payment of rent and advances provided for in this agreement or by statute.

**Article 4 - Tenant's Further Obligations and Covenants:** The Tenant shall comply with all duties set forth under Montana law, specifically, but not limited to the Montana Residential Mobile Home Lot Rental Act, and shall further agree to abide by the terms and conditions of this Agreement, and the rules and regulations or Community Rules now in force or as they may be placed in force from time to time during the period of occupancy. The Tenant acknowledges

receipt of a copy of the applicable rules and regulations in effect at the execution of this Agreement.

The Tenant further agrees conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Tenants or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Tenant, or the Tenant's guests or invitees, to any and all property, real or personal, of the Corporation; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Tenant's family, guests and invitees; and to otherwise reasonably obey and comply with all Community and Corporation rules and regulations.

The Tenant shall be responsible for all maintenance and repair of the lot, including usual maintenance of paved parking spaces if provided, with exception of any underground system, such as underground oil tanks, or water, electrical or septic systems, unless such repair is due to the negligence of the tenant. Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with the Aboveground Storage Tank rules as published by the Montana Department of Environmental Quality (MDEQ) and incorporated herein by reference as if fully set forth herein (Title 17, Chapter 57, Subchapter 1 of the Administrative Rules of Montana). Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation's Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under Mont. Code Ann. § 70-33-422 of the Montana Residential Mobile Home Lot Rental Act. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

Tenants must have the consent of the Corporation Board of Directors to cut or trim trees or to modify landscaping with anything more than annual flowers. Any and all additions to landscaping become part of the leasehold premises and shall not be removed by the Tenant except with the expressed written consent of the Corporation Board of Directors. Tenants should carry homeowner's insurance including general liability insurance, however, because the Corporation is not able to effectively monitor that the homeowner's insurance coverage is current, it is the homeowner's responsibility to keep it current.

**Article 5 - Corporation's Covenants:** The Corporation shall comply with all duties set forth under Montana law, specifically, but not limited to, the Montana Nonprofit Corporation Act and the Montana Residential Mobile Home Lot Rental Act, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, Bylaws or Rules and Regulations, as they now exist and as they may be later amended from time to time.

Provided that the Tenant has provided a safe and properly maintained connection capability, the Corporation agrees to provide water and sewer utilities to the Tenant's Lot and to maintain these utilities in good and reasonable working order; to plow and maintain roads providing ingress and egress between the Lot and [access road]; to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Park and the Corporation's finances, including the

payment of liability insurance and property taxes on the land and not to discriminate against the Tenant in the provision of any services it is required to provide.

**Article 6 - Eviction:** The Tenant understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Tenant may be evicted as set forth in the Rules and Regulations of the Corporation, or for any reason specified in Mont. Code Ann. § 70-33-422 of the Montana Residential Mobile Home Lot Rental Act, all as they now exist or as they may hereafter be amended from time to time.

**Article 7 - Sublease:** The Premises may be sublet to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time periods as it deems appropriate in its sole discretion and sets forth in writing.

**Article 8 - Limitation on Tenant's Right to Make On-Site Sale:** The Tenant acknowledges the application of, and agrees to abide and comply with, the resale limitations and restrictions as follows, and as such limitations may be modified within the Bylaws of the Corporation from time to time:

Any Member or Non-Member wishing to make an on-site sale of their home shall give immediate written notice to the Board of Directors stating the intention to sell, the estimated date of sale, and the name, address, and phone number of the selling agent, in accordance with the Bylaws and Community Rules. 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.

**Article 9 - Severability:** If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

**Article 10 - Waiver:** Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

**Article 11 - Notices:** Whenever the provisions of law, the Bylaws, or the Community Rules require notice to be given to either party, any notice by the Corporation to the Tenant shall be deemed to have been duly given if the notice is delivered to the Tenant at the Lot or to the Tenant's last known address; and any notice by the Tenant if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Tenant, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

**Article 12 - Representations Not Binding:** No representations other than those contained in this Agreement, or the rules and regulations of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

**Article 13 - Attorneys' Fees and Costs:** In an action arising from this Lease Agreement or under the Montana Residential Mobile Home Lot Rental Act, the prevailing party is entitled to reasonable attorney fees, together with costs and necessary disbursements.

**Article 14 - Time of the Essence:** Time is of the essence of this Lease Agreement and any term, covenant or condition contained herein.

**Article 15 - Joint and Several Liability:** If more than one (1) Tenant party shall execute this Agreement, the obligations of the Tenants shall be their joint and several obligations in every instance.

**Article 16 - Assignment to Lender:** The Tenant recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Lease Agreements between the Corporation and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

**Article 17 - Home Financing Contact:** The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

[name, address]  
[name, address]

**Article 18 – Contact Information:**

Homeowner Name (s): [name(s)]

Address: [street address] Telephone: [phone number]

Names of each additional person living at the above address:

[name]

[name]

[name]

[name]

**Emergency Contact Information**

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

[name, address, phone]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Corporation Officers:

Signed\_\_\_\_\_

Its duly authorized Officer

[printed name]

Signed\_\_\_\_\_

Its duly authorized Officer

[printed name]

Tenants:

Signed\_\_\_\_\_

[printed name]

Signed\_\_\_\_\_

[printed name]

Witnesses:

Signed\_\_\_\_\_

[printed name]

Signed\_\_\_\_\_

[printed name]

Witnesses:

Signed\_\_\_\_\_

[printed name]

Signed\_\_\_\_\_

[printed name]

All titled persons must sign above. Untitled spouses are also encouraged to sign above. Untitled spouses who do not sign above must sign below for the purpose of waiving Homestead Interest.

Spouse:

Signed\_\_\_\_\_

[printed name]

Witness:

Signed\_\_\_\_\_

[printed name]



# Community Rules

Centennial Trail Community

A Resident Owned Community

**Owned and operated by: Centennial Trail Community, Inc.**

## Introduction

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

*The Board of Directors*

## IMPORTANT NOTICE:

**THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE MONTANA RESIDENTIAL MOBILE HOME LOT RENTAL ACT REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE AND TO BE APPLIED UNIFORMLY. TENANTS MUST BE GIVEN WRITTEN NOTICE OF ALL RULES AT THE TIME A LEASE AGREEMENT IS SIGNED OR WHEN THE RULE IS ADOPTED. NEWLY ADOPTED RULES ARE NOT VALID UNTIL THIRTY (30) DAYS AFTER WRITTEN NOTICE IS GIVEN.**

**SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR 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. YOUR LEASE AGREEMENT MAY BE TERMINATED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 7 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.**

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

**EITHER FAIL TO REMEDY THE VIOLATION OR CONTINUE TO VIOLATE THE RULE. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.**

**IF YOUR LEASE AGREEMENT IS TERMINATED, THE COMMUNITY WILL GIVE YOU WRITTEN NOTICE THAT YOU HAVE 60 DAYS TO MOVE (OR 30 DAYS IF YOU ARE BEHIND IN YOUR RENT). IF YOU DO NOT MOVE, AND THE COMMUNITY WISHES TO EVICT YOU, THE COMMUNITY MUST FILE A LAWSUIT AGAINST YOU IN COURT. IF THE COMMUNITY WINS, YOU RUN THE RISK OF PAYING THE COMMUNITY'S COURT COSTS AND ATTORNEY FEES.**

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

**COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE MONTANA OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION & ANTITRUST BUREAU, 2225 11<sup>th</sup> Avenue, P.O. BOX 200151, HELENA, MT 59620 (OR ONLINE AT [HTTPS://DOJMT.GOV/CONSUMER](https://dojmt.gov/consumer) ).**

This mobile home community is subject to Title 50 chapter 52 of Montana Cod Annotated, MCA 70-24, 25 & 33 and all applicable City, County and State laws. There is at least a yearly inspection performed by the City-County Health Department.

## **I. GENERAL RESPONSIBILITIES**

- 1) The Corporation is responsible for:
  - All underground utilities
  - Snowplowing of roads
  - Maintenance of roads and common areas
  - Trees
  - Utility Poles (applicable in some Communities)
  - Enforcing the Community Rules
- 2) The homeowner is responsible for:
  - Hooking up to utilities and maintaining connections
  - Upkeep of their lot
  - The care, maintenance and snow removal of their own walk-ways and driveways.
  - Obeying community rules
  - Payment of lot rent on time
  - Prominently displaying the street number on the front of the home for emergency location (911)
  - All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the ROC.

- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.
- 4) The speed limit in the community is Fifteen (15) MPH.

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

## **II. OCCUPANCY**

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Corporation's bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed per home is two persons per bedroom.
- 2) All lot rents are due on the first (1<sup>st</sup>) day of the month. There is a twenty (\$20.00) dollar late charge for rent received after the seventh (7<sup>th</sup>) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed (\$5.00) over the current bank fees per check. No re-deposits will be made. Non-Members will pay ten (\$10.00) dollars above the prevailing Member lot rent.
- 3) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement of joining the Corporation as a condition of allowing the home to remain in the community.
  - 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 Corporation's preference is that the Member accept the offer from the lower-income family or individual.

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.

- b) The property owner should not unreasonably withhold a requested signature on a Statement of Intent to Declare a Manufactured Home an Improvement to Real Property. If the Member or Non-Member Owner owes the Corporation money, or if the Member or Non-Member Owner is in breach of any other obligation to the Corporation, the Statement of Intent may be furnished "in escrow" to the closing or settlement agent until those fees are taken care of.
  - c) The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this Community:

Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by [applicable state law], or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.

Notwithstanding rights of the Corporation under applicable state law or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Rent and Other Charges owing by a Member under a Lease Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Corporation's lien rights, as to amounts owing to it by the Member under the Lease Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

- 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.
    - iii. If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with the Montana Trade Practices Act (Title 30, Chapter 14 of the Montana Code Annotated).
  - e) For removal of homes:
    - i. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
    - ii. In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
    - iii. The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
  - f) For homes to be moved in:
    - i. The Board of Directors requires written approval of all new and used homes prior to delivery.
    - ii. The Board of Directors reserves the right to inspect and view any used home before moving into the community.
    - iii. If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
    - iv. All work must meet the minimum standards set by the Montana Trade Practices Act (Title 30, Chapter 14 of the Montana Code Annotated).
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.

- 5) Septic systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a ROC member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The Corporation reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Corporation's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 7) Notify the Board of Directors if there are any additions of occupants in your home that exceed 14 (fourteen) days. In all cases, the total number of occupants shall not exceed the Corporation's established occupancy limits. The Board of Directors requires a Lease Agreement to be modified as needed. Each additional adult Occupant must adhere to the Corporation's Additional Household Member Policy. Occupancy may NOT exceed limits set for the home-site (lot).
- 8) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 10) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 8 AM.
- 12) Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with the Aboveground Storage Tank rules as published by the Montana Department of Environmental Quality (MDEQ) and incorporated herein by reference as if fully set forth herein (Title 17, Chapter 57, Subchapter 1 of the Administrative Rules of Montana). Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation's Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under Mont. Code Ann. § 70-33-422 of the Montana Residential Mobile Home Lot Rental Act. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

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

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side and in accordance with the town's building code.
- 4) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request, and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 5) Pools and trampolines that comply with insurance requirements are permitted.
- 6) Commercial signs are not allowed.

### **IV. SITES**

- 1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish removal is the homeowner's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the Corporation reserves the right to have the lot cleaned and paid for at the owner's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted. Permanent fireplaces and barbecue pits that comply with local fire code are permitted. This rule does not supersede any and all applicable fire codes.

- 6) The Board of Directors has final approval on fences.
- 7) The use of the lot by the homeowner will not interfere with the Corporation's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! Montana Call Before You Dig 811 regulations apply.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required.

## **V. VEHICLES**

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. Reasonable repairs on no more than one vehicle at a time are permitted.
- 2) Parking spaces will be allocated to each home. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snow plowing or emergency vehicles. Absolutely no parking is allowed in the fire lane.
- 3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) The speed limit is fifteen-15 MPH.
- 6) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.

## **VI. ANIMALS**

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

- 1) Domestic pets are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of farm and wild animals on any Corporation property is not allowed. Backyard chickens that comply with city regulations are allowed.
- 2) These dogs are prohibited:
  - a) Any dog with a history of aggressive behavior or biting.
  - b) Any animal that is on a list of prohibited pets, as provided by the Corporation's insurance company.

- 3) Permitted dogs will either be restricted to their lot, a fence or walked on a leash. A barking dog may not be left outside for longer than ten minutes.
- 4) Cats are allowed to roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or confine it to the inside of the home.
- 5) All solid wastes from pets are to be picked up by the owner and disposed of in the proper manner.
- 6) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.
- 7) Pet food must be kept indoors.

#### **VII. REQUESTS FOR REASONABLE ACCOMODATIONS**

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

#### **VIII. ATTORNEY'S FEES AND COSTS**

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

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

**Initials Required: I have read and understand Section VIII above \_\_\_\_\_**



## **IX. SEVERABILITY**

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

## **X. LIABILITY AND INDEMNITY**

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

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

Centennial Trail Community Rules

Total 9 Pages – Approved on 08/04/2022

by the Membership

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

  
Secretary

# **BYLAWS of Centennial Trail Community, Inc.**

## **ARTICLE I Corporation**

- 1.1** The name of this Nonprofit Corporation will be Centennial Trail Community, Inc., herein after referred to as the “Corporation,” located in Columbus, County of Stillwater, State of Montana.

## **ARTICLE II Purpose**

- 2.1** The purpose for which this Corporation is formed is to own and operate a manufactured housing community (commonly known as “park”), herein after referred to as the “Community,” as a 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** 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.

## **ARTICLE III Members**

### **3.1 Eligibility**

A “Member” is defined as an adult (18-years-or-older) individual(s) without regard to his or her social, political, racial, religious, age, sex, sexual orientation, disability, or marital status, that meets all three of the following conditions:

- A. He or she owns (or co-owns) and resides in a manufactured housing unit (herein after referred to as the “Home”) in the Community, including any spouse ***or partner in civil union entitled to a homestead interest*** who has signed a Lease Agreement. A person is seen as owning or co-owning a Home if he or she owns the Home either directly or through a revocable living trust or other “Grantor” trust. A “Grantor” trust is any trust that: (1) is established during the lifetime of the grantor; (2) names the grantor as trustee and beneficiary of the trust’s income and principal during the grantor’s lifetime, provided he or she has full mental capacity; and (3) gives the grantor the power to alter, modify or otherwise change or terminate the

trust during the grantor's lifetime, provided he or she has full mental capacity. All references to "he" or "she" or "his" or "her" in these Bylaws shall mean the trustee and beneficiary of said Grantor trust, and any references to "Member" in the case of a Grantor trust applies to the Grantor trust, the trustee and the beneficiary, as applicable in the instance.

- B. "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 home buyer has some established equity in the home.
- C. He or she is in good standing with the Corporation. A "Member in good standing" is a Member who is complying with the Membership Obligations set forth in Article 3.3 of these Bylaws, or who has signed an agreement satisfactory to the Board of Directors to bring him or herself into compliance.

### 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 remains in 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. Membership provides Members with prevailing lot rent. Loss of Membership rights will result in an increased lot rent in accordance with the Community Rules and these Bylaws.
- C. Regardless of the number of Members residing in a home, only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.
- D. In accordance with Montana Code Annotated § 35-2-514, **a Member may not transfer a Membership or any rights arising from Membership.**

### 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's Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, with a 30-day written notice to all Members and Non-Members.
- B. All Members are required to pay their Membership Deposit, consistent with Article 3.5 of these Bylaws.

- C. A Member will participate cooperatively in the operation of the Corporation. This includes, but is not limited to, voluntary participation in the governance of the Corporation and in the operation of the Community.

### **3.4 Enrollment of Members**

- A. Owners of homes seeking to lease a lot in the Community, or Buyers of homes already located in the Community, must become Members of the Corporation. Persons seeking Membership must:
- (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 Deposit;
  - (4) Execute a Lease Agreement and Membership Agreement;
  - (5) Have an intent to reside in the Home; and
  - (6) Commit to the purposes and policies of the Corporation, including but not limited to 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 Article 3.4(A)(1) and (2) above; but must fulfill Membership enrollment conditions per Article 3.4(A) (3), (4), (5), and (6).
- C. Buyers of Homes may be approved for Membership conditional upon purchase and occupancy of the Home.
- D. A person is considered an Owner under this Article if he or she owns the Home directly or through a revocable living trust or other "Grantor" trust, or if he or she is the purchaser under a contract for deed or installment sales contract, as those terms are defined in Article 3.1(A) above.
- E. If an existing Member transfers title to a Home into his or her revocable living trust or other "Grantor" trust, the trust will not be considered a new Owner or Buyer under this paragraph. Members transferring their Membership into a permissible revocable living trust or other "Grantor" trust must furnish the Corporation with a Certification, Abstract or Memorandum of Trust stating that: the trust is a revocable living trust or other "Grantor" trust; the Member(s) is or are trustees of the trust; and the trust remains in full force and effect and has not been revoked, modified or amended in such a way that would contradict what is stated in the Certification (or Abstract or Memorandum) of Trust.
- F. If a person inherits a home from a deceased Member by any means (will, trust or intestate distribution), that person is considered a Buyer for the purposes of this Article and must apply for Membership.

### **3.5 Membership Deposit**

- A. The Membership Deposit shall be one hundred dollars (\$100). Membership Deposits accumulate no interest. Membership Deposits shall remain equal for all Members.
- B. A Certificate of Membership will be issued to any Member, as an individual or as trustee of his or her revocable living trust or other "Grantor" trust, who has fully paid their Membership Deposit. This Certificate entitles the holder to occupancy of a lot in accordance with the Member Lease 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.
- C. The Board of Directors reserves the right to use all or part of a Member's Membership Deposit to pay any debt due to the Corporation by the Member, or any expenses incurred by the Corporation as a result of a Member's actions or non-actions, as such debts and expenses are legally the responsibility of the Member. The Member will replenish a Membership Deposit decreased on such account in order to remain in "good standing," and any amounts due but unpaid by the Member shall be treated as unpaid lot rent for all purposes.

### **3.6 Termination and Expulsion**

- A. Any Member whose activity in the Corporation is contrary to the basic cooperation principles set forth in International Cooperative Alliance Principles (attached hereto and incorporated herein by this reference), or who endangers the effective operation of the Corporation, may be expelled, and his or her Membership in the Corporation terminated or suspended, by the Board of Directors pursuant to a fair and reasonable procedure.
- B. In accordance with Montana Code Annotated § 35-2-520, a procedure is "fair and reasonable" if the Member receives not less than fifteen (15) days' prior written notice of the expulsion, termination or suspension, including a clear statement of the reasons for it; and the Member is given an opportunity to be heard before the Board of Directors, orally or in writing, not less than five (5) days before the effective date of the expulsion, suspension or termination. Written notice will be given by first-class or certified mail sent to the Member's last address shown on the Corporation's records.
- C. Expulsion or termination carries with it the loss of all Membership Rights listed in Article 3.2 of these Bylaws, including the perpetual right to occupy said lot and voting interests. In accordance with Montana Code Annotated § 35-2-522, the Corporation may not purchase from the Member the Member's Certificate or any rights arising out of Membership. The Member may be liable for any dues, assessments, deposits or fees owing the Corporation as a result of obligations incurred or commitments made by the Member prior to expulsion or suspension. An eviction of the Member will automatically terminate his or her Membership, as long as the eviction was conducted in accordance with the "fair and reasonable" procedure in (B) above.

- D. The Member will have the right to appeal the expulsion or termination to the Board of Directors at 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 call by the Board 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.
- E. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. All decisions of the Board regarding termination, expulsion and suspension will be clearly stated, recorded and placed in the permanent files, and a copy given to the affected Member.
- F. Any Member who intends 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 Member will be solely responsible for the cost of his or her attorney. In no case, should the Corporation be responsible for the Member's legal fees or expenses, unless ordered by a Court of competent jurisdiction.

### **3.7 Patronage Refunds**

Members shall have a right to determine whether excess carrying charges 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 one hundred and twenty (120) days, dependent upon a satisfactory audit, 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 and Lots**

#### **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 could result in Member's eviction from the Community.
- B. Any tenancy existing in a home at the time of the park acquisition by the Cooperative may continue, and that home shall be "grandfathered" from the

requirement that all homes be owner-occupied. Upon any voluntary or involuntary termination or expiration of such a tenancy for any reason, the grandfather status shall be lost and the home may not continue to be rented out but shall become owner occupied. Tenants allowed under this section are not eligible for Membership.

- C. Rental or leasing of homes in the Community **will not be allowed** unless approved by the Board of Directors. The Board of Directors will 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 Board's decision will specify the hardship circumstance(s) and the condition(s) of approval, including the timeframe for the initial approval and any periodic review. The vote of the Board of Directors will be maintained in the official records of the Corporation.

## 4.2 All Home Sales

- A. Any Member or non-Member Owner who plans to sell or move their Home out of the Community or demolish the Home on site will give written notice to the Board of Directors at least thirty (30) days in advance of the pending sale or move. Failure to give proper notice may result in the assessment of an additional thirty (30) days of lot rent.
- B. Notice to the Board of Directors stating the Owner's intention to sell a Home located in the Community must 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 Owner to supply potential buyers with information regarding the requirement that all buyers reside in the Community and become Members of the Corporation. The Owner will supply the Corporation with the names and telephone numbers of any buyers who have signed a Purchase and Sales (or "Buy-Sell") Agreement. See the exception for certain trust transfers in paragraph 3.4(E), which applies here as well.
- C. The property owner should not unreasonably withhold a requested signature on a Statement of Intent to Declare a Manufactured Home an Improvement to Real Property. If the Member or Non-Member Owner owes the Corporation money, or if the Member or Non-Member Owner is in breach of any other obligation to the Corporation, the Statement of Intent may be furnished "in escrow" to the closing or settlement agent until those amounts are paid in full.

## 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 low or moderate-income family or individual (as defined in this section), the Member shall accept the offer from the low- or moderate-income family or individual. Provided, that the Board

may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.

- B. A low- or moderate-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 country as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- C. The Board of Directors shall repay the amount equal to the Membership Deposit paid by said Member household, 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 repayment can be made without jeopardizing the solvency of the Corporation.

***[NOTE: The following is language to insert if the Corporation participates as a Fannie Mae Approved Corporation or wishes to comply with Fannie Mae requirements in anticipation of eventually becoming a Fannie Mae Approved Corporation. For more information, contact a staff member at [CTAP name here].]***

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

A.1 Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by statute), or directly from the holder of an Eligible Loan, will be exempt from any "low income" requirement.

A. 2 Notwithstanding rights of the Corporation under state law, any holder of an Eligible Loan, which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Rent and Other Charges owing by a Member under an Lease Agreement, will not be required to advance more than six (6) months of Rent and Other Charges, and the Corporation's lien rights, as to amounts owing to it by the Member under the Lease Agreement or otherwise, will be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation will only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

#### 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 low or moderate



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 low or moderate income household reasonably capable of affording a 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 of the current Membership, not less than 30%, shall constitute a quorum at a Membership meeting.
- B. A Member not in good standing (as defined by these Bylaws at 3.3) and their household will be ineligible to vote upon any matter and will not be counted toward a quorum.
- C. Only one full vote per Home may be exercised under a Membership interest.
- D. There will be no voting by proxy.
- E. The existence of a quorum will be established at the beginning of each meeting and will remain valid until the meeting is adjourned. Once a quorum has been achieved, a majority vote of Members present shall be required to approve any motion. The Members may only consider motions related to agenda items for consideration that are properly noticed before the meeting shall be approved by a majority vote of Members present in accordance with these Bylaws.
- F. The Bylaws of the Corporation and the Community Rules can only be adopted or repealed by at least a majority vote of the total Membership of the Corporation.
- G. 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 will 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 will not require an additional notice.
- H. Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot that clearly states each proposed action and provides an opportunity to vote for or against each proposed action. To be passed, the number of votes cast by ballot must equal or exceed the quorum required to be present at a meeting authorizing the action; and the number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting. All solicitations for votes by written ballot must indicate the number of responses needed to meet quorum requirements; state the

percentage of approvals necessary to approve each matter (other than election of Directors); and specify the time by which a ballot must be received by the Corporation in order to be counted. A written ballot may not be revoked. A copy of the ballot 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 will be posted or otherwise published to the Members within 3 days.

## **5.2 Annual Meeting**

- A. The Annual Meeting of the Members will be held annually in the month of February in Columbus, Montana, at the Corporation's principal office or 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.
- B. The Board will give written notice of the Annual Membership Meeting not less than 10 calendar days, nor more than 60 calendar days before the date that such a meeting is to be held. Such written notice will be given in writing to each Member at his/her address, and posted and maintained at a common area, and will state the place, day, and time of the meeting, as well as the agenda items or subject matter to come before it.
- C. At the Annual Membership Meeting, the President and Treasurer will report on the activities and financial condition of the Corporation; and the Members shall consider and act upon other matters that are raised consistent with the notice and voting requirements of Montana Code Annotated §§ 35-2-530 & 35-2-538(2).
- D. The Corporation will deliver to the Secretary of State, for filing, an annual report that includes the information set forth in Montana Code Annotated § 35-2-904. The first annual report will be delivered to the Secretary of State between January 1 and April 15 of the year following the calendar year in which the Corporation was incorporated. Subsequent annual reports must be delivered to the Secretary of State between January 1 and April 15.
- E. The Board will also recommend for approval by the Membership proposed future rents. If Members, after the meeting held or ballot conducted for said purposes, 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 written demand of at least ten (10%) percent of the Membership interest. Such Member petition may be delivered to any Corporate Officer but must describe the purpose(s) for which the special meeting is to be held. The Board will provide written notice of the date, place and time of the special meeting within thirty (30) days after the date the written demand is delivered to the Corporate Officer. If the Board fails to provide such notice, a person signing the demand(s) may set the time

and place of the special meeting and give notice pursuant to Montana Code Annotated § 35-2-530.

- B. The Corporation will notify its Members of the place, date and time of each Annual and special meeting of Members not less than ten (10) days before the meeting date or, if notice is mailed by certified mail, not less than thirty (30) or more than sixty (60) days before the meeting date.

#### **5.4 Notice of Annual and Special Meetings**

- A. Notice of an Annual Meeting will include a description of any matter or matters that must be approved by the Members; and notice of a special meeting will include a description of the matter(s) for which the meeting is called.
- B. When giving notice of an Annual or special meeting, the Corporation must also give notice of any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting; and the request is received by the Secretary or President of the Corporation at least ten (10) days before the Corporation gives notice of the meeting.
- C. The record date for determining Members entitled to receive notice and vote at a Members' Meeting is fixed at the close of business on the business day preceding the day on which notice is given.

### **ARTICLE VI** **Board of Directors**

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

- A. The Corporation must have a Board of Directors. The Board of Directors will consist of three (3) Members who are in good standing with the Corporation.
- B. Directorships will not be denied to any person on the basis of color, creed, sex, religion, national origin, sex, disability, or familial status. To be eligible to serve as a Director, an individual must be a resident homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Corporation.
- C. All Directors shall serve for a term of two years, except that at the first election, the Secretary will be elected for a one-year term, or until their successors are duly chosen. No Director no person may serve for more than three consecutive two-year terms regardless of position.
- D. No more than one individual from each Member household may serve on the Board of Directors at any given time.

#### **6.2 Election of Directors**

- A. The Board of Directors will be elected by the Membership at the Annual 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 will elect Directors to each Officer position as well as those Directors serving at large. Directors and Officers must be approved by a majority vote of the Members present at a properly noticed meeting of the Membership where a quorum is present.

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.

- C. The Board of Directors may allow for an absentee ballot for the following reasons: hospitalization, shift work, infirmity, out of state. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, unless the result of emergency circumstances. If the ballot is to be mailed, the Member must request it ten (10) days before the meeting. Absentee ballots shall not be counted towards a quorum. Ballots must be submitted using a double-blind process. The ballots shall be opened at the Membership meeting.

### **6.3 Powers**

- A. The Board of Directors will be responsible for the day-to-day management and control of the Corporation operations. All policies which do not require Membership approval as stated in 10.3, will be adopted and amended by the Board of Directors.
- 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 will 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 either verbally or in writing by delivering written notice to the Secretary or President of the Board of Directors. Such resignation will take effect immediately or at the time specified. The Board will officially acknowledge the resignation in the minutes at their next meeting.

## **6.5 Removal**

- A. Board members who are not in good standing with the Cooperative / Association, as defined by the Bylaws, will automatically be removed from the Board. The Board will give notice to any Board Member not in good standing, and the Board Member will have thirty (30) days to return to good standing before removal by a Board vote.
- B. 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 Membership meeting called for the purpose of removing the Director, 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:
  - 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.
- C. 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.
- D. The notice shall state the date, time and place of the meeting where said vote will be taken.
- E. 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 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 10 days in advance of the meeting date.
- F. Any Director who misses more than two Board meetings in a four month period, unless that Director has submitted to the Board in writing reasons for the absence (e.g., illness...), may be removed from office if a majority of the Directors then in office vote for the removal.

## **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 until the next Annual Meeting which shall not be counted as a consecutive term.

## **6.7 Compensation**

Directors will serve without compensation but will be entitled to reasonable reimbursement 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 will consist of a ***President, Secretary, and Treasurer*** and any other designated position as decided by the Membership. 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 will serve as chair and preside at all meetings of the Directors and Membership. He or she will be responsible for general day-to-day administration according to the authority granted by the Board and the Membership. The President will 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 will preside at all meetings in the absence of the President and will perform such duties delegated to him or her by either the Board or the President. The Vice President will report on the activities of the President to the Board in the absence of the President. If the President resigns from or is removed from the Board, the Vice President becomes the Acting President until the next Annual Meeting.

### **7.5 Secretary**

Approved on 08/04/2022 Amended on \_\_\_\_/\_\_\_\_/\_\_\_\_

The Secretary will keep the records of the Corporation and these Bylaws. Amendments to these Bylaws will be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. The Secretary will 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 will 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 will serve as evidence of their authenticity.

#### **7.6 Treasurer**

The Treasurer is responsible for overseeing the management of all Cooperative/Association funds. This is done by acting as the liaison between the Board of Directors and Property Management Company/Bookkeeper on a monthly basis. The Treasurer shall be the Chair of the Finance Committee. The Treasurer shall review and analyze monthly financial statements in order to prepare a Treasurers Report. He/she shall work with the Finance Committee for this analysis and review of monthly statements. The Treasurer shall be responsible to ensure that the Past Due Rent Collections Policy is enforced by Management. The Treasurer shall also ensure that all funds being spent are in accordance with the member approved Budget. All unbudgeted expenses shall be approved in accordance with Bylaws.

#### **7.7 Operations Manager**

The Operations Director is responsible for ensuring that the park is maintained and the operations remain uninterrupted. This is done by creating and implementing an annual maintenance calendar. The Operations Director ensures this calendar is created and implemented. He or she ensures that the Procurement Policy is adhered to when obtaining bids and purchasing goods. The Operations Director shall chair the Operations Committee and will ensure that the committee policy is implemented.

#### **7.8 Powers**

All Officers of the Corporation will, subject to these Bylaws and to any vote of the Directors, have such powers and duties as the Directors will 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 will be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting will be posted in a

*Approved on 03/04/2022 Amended on \_\_\_\_/\_\_\_\_/\_\_\_\_*

public place in the Community no less than three (3) days before the meeting. The Board will 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 will be posted in a common area and communicated personally to each Board Member not less than three (3) days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

## **8.3 Meetings Open to Members**

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

## **8.4 Notice**

Written notice stating the date, time, place, and agenda of all Board meetings, regular and special, shall 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 if they can hear and be heard by everyone attending the meeting, 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 action is taken by all members of the Board. Action taken under this section is effective when the last Director signs, unless the consent specifies a different effective date.
- B. The action must be evidenced by one or more written consents describing the action taken, be signed by each Director, and be included in the minutes filed with the Corporate Records reflecting the action taken. A consent signed under



this section has the effect of a meeting vote and may be described as a vote in any document.

- C. Notice that such an action took place, including the nature of the action, and the availability of the resolution will be posted in a public place in the community 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 will not be personally liable for the debts, liabilities or other obligations of the Corporation.
- B. The Corporation will indemnify a Director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party because the individual is or was a Director of the Corporation, against reasonable expenses actually incurred by the Director in connection with the proceeding.
- C. Except as provided in subsection (D) below, an individual made a party to a proceeding because the individual is or was a Director may be indemnified against liability incurred in the proceeding if the individual:
  - (1) engaged in good faith conduct;
  - (2) reasonably believed:
    - (a) in the case of conduct in the individual's official capacity with the Corporation, that the conduct was in its best interests; and
    - (b) in all other cases, that the conduct was at least not opposed to its best interests; and
  - (3) in the case of any criminal proceeding, had no reasonable cause to believe the conduct was unlawful.

Indemnification permitted under this subsection in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

- D. The Corporation may not indemnify a Director under subsection (C):
  - (1) in connection with a proceeding by or in the right of the Corporation in which the Director was adjudged liable to the Corporation; or
  - (2) in connection with any other proceeding that charges improper personal benefit to the Director, whether or not involving action in the Director's

official capacity, in which the Director was adjudged liable on the basis that personal benefit was improperly received by the Director.

## **9.2 Bond**

*Each Officer, Director, employee, and agent handling funds or securities amounting to \$1,000 or more in any one year will be covered by adequate bond based on industry standards.*

## **ARTICLE X** **Operations**

### **10.1 Signing of Documents**

Unless specifically authorized by the Board of Directors or 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 Membership household may have authority to sign on behalf of the Corporation.

### **10.2 Disbursement of Funds**

- A. All authorizations and/or checks disbursing funds from any of the Corporation's accounts will require the signatures of at least two Directors, or contracted agent.
- B. Any decisions that may commit expenditures of two thousand dollars (\$2,000) or more of Corporation resources per fiscal year, that does not appear in the approved annual budget, will be made by the Membership at an Annual or special meeting of the Members. Capital Improvement and Replacement Reserve expenditures that do not explicitly appear in that year or in a previous year in the Member-approved Capital Improvement Plan and that exceed three thousand dollars (\$3,000) per fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board will 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 will adopt, and all Director-Officers will abide by, a Code of Ethics, a Procurement Policy, and a Conflict of Interest Policy. 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 a Director's role as a Board Member, and that conflict cannot be waived by the Board or Membership.

#### 10.4 Records

The records of the Corporation will 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 will be open to the inspection of any Member at a reasonable time and place within seventy-two (72) hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters. If any Member would like a copy of any of these materials, they will be charged actual copying costs.
- B. The Treasurer will be responsible for ensuring that the annual financial review/audit [choose appropriate option] is completed and delivered to the Board within four (4) months after the end of the fiscal year.

#### 10.6 Fiscal Year

The fiscal year of the Corporation will be the twelve (12) month period ending the last day of March 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 any relevant lenders.

#### 10.7 Dissolution

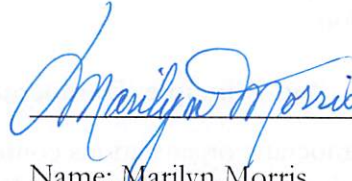
In the event of dissolution of the Corporation, the assets, after payment of the Corporation's debts and expenses, will be distributed as a contribution to any Corporation association or other nonprofit association to which contributions are deductible from income tax under current internal revenue service regulations.

### ARTICLE XI Rules of Procedure

In case of any question not covered in these Bylaws or adopted policies, or by Title 35, Chapter 2 of the Montana Code Annotated, the guidelines in **"Parliamentary Procedure for Manufactured Housing Community Corporations"** as published by the *Management Guide* © 2003, 2007, 2017 ROC USA, LLC or the foundation document, *The Standard Code of Parliamentary Procedure, Fourth Edition*, by Alice Sturgis, 2001) will prevail.

## CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of Centennial Trail Community, Inc. at its meeting held on August 4, 2022



Name: Marilyn Morris  
Secretary of the Corporation

# **International Cooperative Alliance Principles**

## **1st Principle: Voluntary and Open Membership**

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

## **2nd Principle: Democratic Member Control**

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

## **3rd Principle: Member Economic Participation**

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

## **4th Principle: Autonomy and Independence**

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

## **5th Principle: Education, Training and Information**

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

## **6th Principle: Co-operation among Co-operatives**

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

## **7th Principle: Concern for Community**

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

*These principles can be found on the International Cooperative Alliance website at*

<https://www.ica.coop/en/cooperatives/cooperative-identity>

Approved on 08/04/2022 Amended on \_\_\_\_/\_\_\_\_/\_\_\_\_