



Living in a Resident-Owned Community

Living in a Resident-Owned Community or ROC is different than living in an investor-owned park. This type of community living is unique – homeowners in resident-owned communities are not simply tenants in a park, they are **Members** of a ROC and **owners** of a business. As a ROC Member it is important to understand that:

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

The Board and the appointed committee members must adhere to the ROC's Bylaws and Rules, as well as to state and federal laws. They are also ROC Members, and are accountable to their fellow Members. They must run the ROC in a fair, consistent, democratic, and business-like manner.

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

**Animas View MHP Co-op
A Resident Owned Community
Owned and operated by: Animas View MHP Co-op
288 Animas View Drive, Durango, CO 81301
P.O. Box 4585, Durango, CO 81302**

**Third Amended and Revised
Community Standards Rules & Regulations**

Introduction

We wish to welcome you to our community. As a cooperative we have the opportunity to support our shared values of mutual collaboration, respect, consideration and to have everyone take ownership in this 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.

Members of Animas View MHP Co-op

IMPORTANT NOTICE:

THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU SIXTY (60) DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN OCCUPANCY AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, AND DO NOT DAMAGE COMMUNITY PROPERTY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN TEN (10) DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS COMMUNITY CHOOSES TO EVICT YOU, IT MUST GIVE YOU ADVANCE NOTICE IN ACCORDANCE WITH C.R.S. §38-12-200.1 ET. SEQ. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE, SUBJECT TO THE BYLAWS

GOVERNING THE COMMUNITY PROVIDED THE BUYER AND THEIR HOUSEHOLD MEET THE RULES OF THIS COMMUNITY AND APPLIES TO BECOME AND IS ACCEPTED AS A MEMBER OF THE COOPERATIVE. 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.

Notes and Definitions:

- 1) Any reference to the rules being 'grandfathered in' expires when the home comes under new ownership.
- 2) Any reference to Management in this document refers to the Property Manager (PM). The Park is governed by the members through the Board of Directors, who are volunteers selected through the process as described in the Bylaws, Article VI.
- 3) The term "Park" refers to the Animas View MHP Co-op.
- 4) Community or Common Property shall be defined as co-op owned property that is not part of a defined mobile home lot (Roads, Roadsides, Greenspace Areas, including berms, and Land leased from the D&SNG Railroad, etc.)
- 5) Any complaints about any of these rules are to be sent in writing to Management.
- 6) These rules are subject to annual review by the Rules Committee and any changes will be brought before the members to vote on at the Annual Meeting.

I. GENERAL RESPONSIBILITIES

A. The Cooperative is responsible for:

1. All underground utilities (SEWER, WATER, DRAINAGE) to the connection point on or at the mobile home itself.
 - a. Electric Service Provider to pedestal connection on the lot space;
 - b. Gas Service Provider to connection point on the lot space
2. Snow Plowing of roads and Cul de Sacs
3. Maintenance of roads and common areas
4. All Trees within the Park
5. All landscaping of common property within the Park
6. Enforcing the Community Rules of the Cooperative
7. Trash and Recycling, but Residents pay a monthly trash fee.
8. Basic Internet and Cable service is included with rent, but the provider is responsible for maintenance issues or other problems.
9. Signage around refuse bins
10. Signage for speed limit
11. Directional signs for lot locations

B. The homeowner is responsible for:

1. Connecting the homeowner's home to the utility and maintaining the connection.
2. Internal plumbing and repairs, and all outside repairs within the exterior perimeter of the home.
3. Upkeep of their lot to the lot perimeter, whether inside or outside fenced areas.
4. The care, maintenance and snow removal of their own walk-ways and driveways.

5. Obeying community rules.
 6. Payment of lot rent on time.
 7. Payment of monthly water and sewer usage and trash services, as specified on the homeowner's invoice.
 8. Prominently displaying the lot number on the front of the home for ease of location by emergency services.)
 9. 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 Cooperative.
- C. All homeowners are responsible for any damage, injury or loss occurring in their homes and on their lot. Homeowners should immediately report any tree damage to the Property Management.
- D. Homeowners are strongly urged to carry homeowner's insurance.
- E. **The speed limit in the community is Ten (10) MPH.**
- F. Firearms, paintball guns, air rifles, bows and arrows, slingshots, bb guns, other forms of weaponry or sporting equipment capable of firing dangerous projectiles, or fireworks may not be discharged anywhere in the community.

II. OCCUPANCY

- A. All housing units are to be owner-occupied, which may include immediate family members over the age of eighteen (18) that are also included on the Occupancy Agreement. No home rentals or sub-leases are allowed, except as specified in the Cooperative's Bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, occupancy is limited to the immediate family of the owner; ALL occupants (extended family, housemates, or roommates) must be approved by the Management prior to moving in. Occupants other than family who were approved by previous management will be grandfathered in. All occupants, including extended family members moving into any home on site, ***must apply and be approved for occupancy by Management***. All occupants must be disclosed to Management.
- B. Notify the Management if there are guests in your home that exceed 30 (thirty) non-consecutive days in any 12-month period. If any occupant resides in the home longer than 30 (thirty) non-consecutive days, then they are considered as a resident and are required to follow all resident application processes as outlined by these rules and required by the Management. In all cases, the total number of occupants shall not exceed the Cooperative's guidelines as outlined in item #A under OCCUPANCY. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult Occupant over the age of 18 must meet the Cooperative's Criminal Background Criteria. Occupancy may NOT exceed more than two occupants per the number of bedrooms in the home.
- C. All lot rents are due on the first (1st) day of the month. There is a one-time forty (\$40.00) dollar late charge for rent received after the 10th day of each month. Rent may be paid by check or with credit card through the portal: AppFolio.com. Cash will not be accepted. A returned check fee will be assessed \$5.00 over the current bank fees per check. No re-deposits will be made.

- D. Only those in-home businesses that do not create additional traffic, noise, odor, hazardous waste, or excessive dumpster use in the community are allowed.
- E. The Sewer system, including all sinks, tubs, showers and toilets are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue, biohazard material, or anything else that could clog a sewer line. As a Cooperative Member, you are an owner of our systems and premature failure of the sewer 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.
 - 1. If you have a sewer drain problem, call Property Management first. If you do not and it's the Park's responsibility to repair, you could be liable for all or some of the work your plumber does, even if it is the Park's responsibility.
- F. 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. *Heat tape must be installed all the way to the point where the pipe comes out of the ground.* It is recommended that you inspect and plug heat tape in each year in the fall. (Be aware of the following: A major cause of mobile home fires is that heat tape is incorrectly installed. Do not wrap heat tape so that it crosses on top of itself.) The Cooperative 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 Cooperative'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.
- G. 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.
- H. Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited. Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is an illegal-drug free Community. Use, sale, manufacture, or distribution of illegal drugs in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- I. 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.
- J. Homeowner owns and is responsible for all repairs and maintenance of any above- ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with "SAFETANK" standards as published by the Colorado Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under Colorado law.
- K. Outdoor lighting attached to the home should be turned off after 11 PM unless the homeowner or resident is out for the evening. Please be mindful of the dark sky initiative, and lighting that

shines on your neighbor's home. It is suggested that all outdoor lighting should be downcast and shaded from the sky as well as blocked from shining on your neighbor's home. Consider installing a motion sensor light for additional safety concerns.

III. SELLING or REMOVAL of HOMES

- A. Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Management.** Failure to give notice may result in 30 days additional lot rent to be assessed, if necessary, to compensate for actual losses incurred by AVMHP for the homeowner's failure to give notice. In either case, the homeowner is responsible for advising any potential buyers that sale is conditional on application and membership approval and of the requirement to join the Cooperative as a condition of allowing the home to remain in the community. Rent-to-own or owner-financing is allowed with written notification to and approval by the Management.
- B.** In addition to any other sale posting by the homeowner, any home for sale in the Park shall have a "For Sale" notice and/or the MLS Flyer posted at the Cooperative's Bulletin Board at the mailbox kiosk and be listed on the Park's webpage at <https://www.animasviewmhp.coop>. Property Management can instruct on how to get listing on the website.
- C.** For a period of thirty (30) days following the listing of the home for sale, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual; provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.
- D.** A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the Area Median Income ("AMI") in La Plata County as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- E. The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this cooperative:**
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 Colorado law, or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.
 2. Notwithstanding rights of the Cooperative under applicable Colorado 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 Cooperative Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Cooperative's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the

Cooperative 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.

E. For sales of homes:

1. The written notice of sale will contain the selling agent's name, telephone number, email address and physical address. This will be provided to the Management.
2. If the purchaser desires an inspection of the home as a contingency of the sale, it must be done in compliance with Colorado law.

F. For removal of homes:

1. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
2. In addition, a permit is required from La Plata County's Building and Engineering Departments to remove a home from the park. A copy of the permit to remove should be given to the Management prior to removal.
3. The vacated lot is to be cleaned of any and all trash, debris, and hazards, outbuildings in disrepair, and broken glass. Any hazardous waste and excessive personal items must be taken to the City or County waste disposal to avoid improper and excessive dumpster use.
4. Sheds/ outbuildings in good repair and included in the sale of the residence may remain on site with approval of Property Management.

G. For homes to be moved in:

1. The Management requires written approval of all new and used homes prior to delivery.
2. The Management reserves the right to inspect and view any used home, prior to being accepted into the Community.

This shall be done either in person, or, if the home is at such a distance as to make physical in-person viewing untenable, then viewing via well lit, unaltered video of both the inside and outside of the home under consideration may be accepted before moving into the community, or a legitimate inspection report. The Board will decide what is necessary for the approval of a used home being moved into the MHP.

3. If required by local, state or federal regulations, the regulating authority must first approve the age and condition of the home.
4. All work must meet the minimum standards set by Colorado state law and City and County Building Codes.

IV. BUILDING AND STRUCTURES

- A. 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.
- B. Accessory buildings, porches, decks and skirting are to be kept painted or stained and in good repair, so the appearance of the home and lot are attractive overall.
- C. Concrete blocks are not acceptable as permanent stairs. All outside doors must have stairs in good repair with hand railing on the opening side and in accordance with the City of Durango building code.
- D. A maximum of 2 utility buildings are allowed with Management approval. Metal buildings are permitted. Any new structure is to comply to the following standards:
 - 1. Must have Management approval
 - 2. Sheds must not be blocking utility lines
 - 3. may not exceed 120 square feet
 - 4. roof is pitched
 - 5. doors and windows stay in good repair and are able to be closed
 - 6. utility buildings must be maintained in good condition, neat and properly painted
- E. Before any construction or installation begins, all buildings, additions, porches, sheds, towers, children's play facilities, fences, decks, and carports, are to have prior written approval by the Management 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 City of Durango building permit is to be given to the Management before work begins, which will be placed in the homeowner's file. Building and construction projects shall be completed, and the site cleaned up within 30 days unless an extension is requested and approved by Management. If written approval is not obtained from Management prior to construction of the addition, the homeowner may be required to remove the addition. Lack of approval by Management may require removal of the improvement.
- F. Pools and trampolines are strictly prohibited!! Kiddie pools may be used so long as there is adult supervision while in use. The pool must be emptied when no adult is available to monitor it for safety. All hot tubs must be covered when not in use. All hot tub covers must be secured. Hot tub covers must be secured so children cannot access unsupervised.
- G. Commercial signs are not allowed. Displays or signs of any kind, on any community or private property containing profanity, obscenity, or vulgarity are not permitted within public sight at any time.
- H. On-site digging requires prior notification to and approval from Management and relevant utility companies. Call 811 for assistance in locating utility lines. If utility lines are damaged when Management approval has not been obtained, repairs are at the expense of the Resident.

V. SITES

A. Homeowner Sites

- 1. Clotheslines are permitted as long as they are not facing the street side of the residence.

Clotheslines may not be attached to trees, and public structure or to a neighbor's property without that neighbor's permission. They are also not to be attached to trees, any neighbor's property without permission, or to any publicly used structure.

2. Garbage removal is the homeowner's responsibility; **containers for home garbage should never be stored outside.** Dispose of all garbage in the dumpster provided on the premises. No electronic equipment shall be put in the dumpsters; they shall be recycled at the City recycle center or other appropriate disposal or recycling site. This also applies to hazardous wastes, including paint products, tires, pesticides, batteries, and anything that is considered hazardous by regulatory agencies.

At no time is it acceptable to place household waste, garbage, furniture, clothes, bicycles, toys, or any other items that do not fit in dumpsters on the ground or on top of the dumpsters. You can be fined for leaving items around the dumpsters. The Park provides "roll-off dumpsters" in the Spring and Fall to help residents dispose of larger items.

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 cooperative reserves the right to have the lot cleaned and paid for at the owner's expense. All bagged yard waste (leaves and grass) shall be put in the dumpster unless the Co-op notifies the community of special services.
4. Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
5. Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
6. **Fences:**
 - a) Fences may be used for decorative and pet containment purposes only and no higher than four (4) feet. No lot perimeter fences are allowed. (Covering the front of the home) Any new fence construction requires prior approval of Management.
 - b) Fences shall be constructed so that utility workers, Management, and emergency responders can access the property safely and shall not interfere with traffic visibility. As a courtesy, if prior notice is at all possible, notices will be provided to residents.
 - c) Fencing shall not interfere with access to an adjacent mobile home without written permission and prior approval by Management.
7. Per the Code of Colorado Regulations 6 CCR 1010-12, a mobile home shall not abut less than ten (10) feet from its longest side or three (3) feet on its shortest side respectively to a mobile home, building, fence, or other obstruction.
8. All other applicable regulations and laws governed by the City, State and/or other regulatory agencies shall apply to the Park, all residents, and all mobile home lots. Management reserves the right to enforce these applicable rules, regulations, and laws.

9. The use of the lot by the homeowner will not interfere with the Cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask before you dig or plant anything that might impact gas, water, sewer or electrical lines! Call 811, Colorado Utility Notification Center of Colorado regulations apply.

B. Community (or Common) Property Sites

1. Any objects donated to the Park must first be approved by the BOD prior to placement and installation of objects.
2. The BOD reserves the right to deny placement of or remove any objects in the Park for any reason at any time without prior notice.
3. Objects donated to the Park will automatically become permanent property of the Animas View MHP Co-op
4. Maintenance and upkeep of such objects approved by the BOD shall be the responsibility of the Park.
5. Liability of such objects placed in the Park shall fall under Park liability insurance.
6. Placement of donated objects within the Park and approved by the BOD will be intended for the use and enjoyment of all Park residents and their guests.
7. Objects approved by the BOD and placed in the Park may not be moved or altered in any way without prior approval of the BOD.
8. Displays or signs of any kind, on any community or private property containing profanity, obscenity or vulgarity are not permitted within public sight at any time.

C. TREES

1. Trees and shrubs in common areas and within individual lots belong to the Co-op.
2. Prior written approval by the Management for planting, major trimming and replacement of all trees is required.
3. No trees should be removed from your lot without prior permission, except:
Trees growing up the sides of homes or otherwise impinging on Lots with a diameter up to 5 inches at a point that is 4 ½ feet from the ground, or are nuisance trees such as Elm saplings.
4. If a resident would like a tree greater than four and a half (4 1/2) feet high removed from their Lot, they should contact the Property Manager.
The PM will contact the Landscape Committee who will evaluate the request and make its recommendations to the BOD.
5. Removal of mature trees without the permission of the Co-op may result in criminal and

financial consequences for destruction of property.

VI. VEHICLES

- A. Unregistered, non-operating, and/or un-inspected motor vehicles are not allowed in the community.
- B. No vehicle repair or fluid changing is to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted.
- C. Vehicles that leak oil or other fluids must be repaired immediately or removed from the Park; any stains are to be cleaned up. The Vehicle owner is responsible for immediately cleaning any leaked fluids. [moved to VII]. [moved to VII]
- E. Motorized trail bikes, skimobiles, go-karts, and all-terrain vehicles are not to be used in the community.
- F. There is to be no racing or inappropriate use of any vehicles in the community.
- G. The speed limit is ten (10) MPH.**
 - 1. Residents may report speeding, dangerous, or reckless driving to the Property Manager and provide description of vehicle, license plate information, or photographs.
 - 2. Any tenant or their guests reported may receive notice of rule violation; subsequent violations may lead to fines or be terms for termination of lease.
- H. Be aware of adults, children, and animals using our streets for walking, playing, riding bikes, etc. and drive with caution as you approach intersections. [move to VII – Parking]

VII. PARKING

- A. Residence parking spaces are limited to what is currently available on each lot. There is no parking on lawns. Guest/ Temporary parking is allowed on the streets as long as it does not block snow plowing, emergency vehicles, or the flow of traffic.
- B. Parking in a manner that blocks the garbage or recycling trucks access to dumpsters is not permitted.
- C. No parking is permitted on the 4 main entrance roads into the MHP, nor may vehicles extend out into the main entrance roads if they are in designated parking spots along those roads.
- D. During the winter months, no parking is permitted along any roadway when winter conditions or snowstorms are in the forecast.
- E. In the summer months, the Park may consider using guest parking signs or other means to both discourage outside parking by visitors to Oxbow Park and Preserve but allow for some permissive use by members.

- F.** Parking along Animas View Drive between the Park entrance by #103 to the Park entrance by #4 is within the City of Durango's Right-of-Way:
1. Lots along Animas View Drive may not place NO PARKING or PRIVATE PARKING signs along their lot fence or mobile home, and we cannot prohibit non-resident vehicles from parking along that area provided they are not blocking a driveway (including 5 feet to either side of the driveway).
 2. Per City Code, vehicles on a public street or right-of-way have to move at least twenty-five (25) feet within a 10-day period or the vehicle may be tagged as an abandoned vehicle and subject to towing by the City of Durango.
- G.** Overnight parking of vehicles with a gross vehicle weight of over 20,000 pounds in the community requires prior written consent of the Management.

VIII. 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.

- A.** Pet animals are allowed in this community with restrictions. All pets must be immunized. Proper immunization is required. *Pet animal* means any species of animal which is sold or owned as a household pet, but shall not include wild animals, exotic animals, endangered species, threatened species or livestock as defined by the City Code of Durango, Colorado, ch. 4, § 4-1.
- B.** There is a limit of 2 pets per residence. Those with more than 2 pets who are approved by previous management will be grandfathered in. No additions beyond the 2 permitted.
- C.** All pets and animals must be under the owner's control at all times. Aggressive and vicious animals will not be allowed to remain in the community.
- D. Dog Rules**
1. Permitted dogs will either be restricted to their lot, a fence, or walked on a leash.
 2. A barking dog must be attended to immediately. At no time is continuous barking allowed.
 - a. Durango City Code considers Noisy Animals a Public Nuisance and owners may receive citations from law enforcement or an animal control officer may impound the offending animal if no other alternative is available for restoring the peace, comfort, safety, or health of the neighborhood.
 3. No dogs may be staked, tied, tethered, chained, or left outside the home unattended. A responsible person must be available while the dog is outside the home.
- E.** Cats roaming freely must be identifiable by a collar; a breakaway collar is preferred to avoid injury or trapping hazards to the cat.

F. Any damage to property by a roaming cat or loose dog is the responsibility of the animal's owner.

G. All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.

H. The intentional or unintentional (leaving out trash) feeding of stray, feral or wild animals is prohibited. Bird feeders are the exception. Bird feeders can attract bears and proper precautions shall be taken when bears are active.

I. At no time may an owner, visitor or guest keep farm, exotic, and wild animals on Park Property.

IX. COMMUNITY RULES ENFORCEMENT POLICY & PROCEDURES

A. It is the responsibility of the Rules & Bylaws Committee to meet as needed on an annual basis to review and/or revise the Community Rules and present their recommendations to the BOD and for approval by the Membership at the Annual Meeting.

B. The Property Manager or BOD develops and carries out community rules enforcement policies and procedure for members and residents who are subject to a community rule violation.

C. Complaints of rule violations must be submitted in writing or made verbally by a member, registered occupant, or property management staff to the Management.

1. The person lodging the Complaint must provide their name to Management, but their name need not be revealed to the violator.

2. Complaints should be about factual rule violations only; use of derogatory or obscene language in a complaint is not acceptable.

3. Complaints should be submitted to the Property Manager via AppFolio, or by email, text, phone call, mailed to: PO Box 4585, Durango, CO 81302, or dropped into the payment slot on the front of the mailbox kiosk. Email: servicerep@animasviewmhp.coop

D. The PM will acknowledge receipt of all reports of rule violations in writing. The PM will send an acknowledgment to the person who made the complaint, thanking them for their concern.

E. The PM will investigate the Complaint in order to verify that a rule violation or issue has indeed taken place and notify the BOD if emergency violations must be addressed immediately.

F. As appropriate, the PM, once they have determined that a rule violation has occurred, will take one of three courses of action in accordance with the steps outlined below:

1. For minor rule infractions the PM will issue a “**Friendly Rule Reminder**”

2. For failure to comply with the terms of a Friendly Rule Reminder or repeated cases of rule violations, the PM will issue a **Notice of Rules Violation**.

a. The Notice of Rules Violation will not carry a financial penalty unless the rule

violation(s) have not been resolved within 14-days from date of Notice.

- b. After the 14-day period and the rule violation(s) have not been resolved, fines will be levied on the resident's next monthly invoice as follows:
 - i. The first fine will be \$25.00.
 - ii. If still unresolved, every 2-weeks another \$25.00 fine will be imposed.
 - iii. If the violation(s) continues for over 30-days, the resident may be subject to a Notice to Quit, Membership termination and possible eviction.
3. As permitted by Colorado Revised Statutes § 38-12-203(f), the Park may have cause to terminate a Member/Non- Member's Occupancy Agreement and pursue eviction in as little as ten (10) days.

Any eviction actions will follow Colorado Revised Statutes section 38-12-200.1, et seq and 13-40-101, et seq, as applicable and as may amended from time to time.

X. 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 Management, which may then require approval by the BOD.

XI. ATTORNEY'S FEES AND COSTS

In any court dispute concerning the Occupancy Agreement or rental of the lot in general, the prevailing party may be awarded reasonable attorney's fees and costs."

XII. SEVERABILITY

Any provision of these rules deemed to be invalid or unenforceable shall render only that provision or rule unenforceable; the remainder of these rules shall remain in full force and effect. Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

XIII. LIABILITY AND INDEMNITY

The Cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The Cooperative shall not be liable for any damages due or occasioned by or from the home owners structures related to 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, Nor for any damage arising from acts of neglect of co- resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify Cooperative and hold it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the Cooperative from gross negligence.

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

Animas View MHP Co-op Community Third Amended and Revised Rules & Regulations

Total **14** Pages Approved on **October 7, 2023**, by the Membership.

The foregoing is a true and accurate account, attested by



Karen Pontius, Secretary, Animas View MHP Co-op

BYLAWS

Animas View MHP Co-op, Inc.

ARTICLE I

- 1.1** The name of this Cooperative Corporation shall be Animas View MHP Co-op, hereinafter referred to as the “Cooperative” located in the City of Durango, County of La Plata, State of Colorado. Animas View MHP Co-op is a cooperative corporation organized under Title 7, Article 56, of the Colorado Revised Statutes and made subject to the Colorado Revised Nonprofit Corporation Act, Title 7, Article 121, Colorado Revised Statutes.

ARTICLE II

Purpose

- 2.1** The purpose for which this Cooperative is formed is to own and operate a manufactured housing community, hereinafter referred to as the “Community,” as a cooperative corporation involved in 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 keep it affordable for low and moderate-income individuals and families. In accordance with the purpose stated in the Cooperative’s Articles of Incorporation, the Cooperative will conduct its business in a manner designed to preserve the long-term affordability of the sites within the Community for low to moderate income homeowners.

ARTICLE III

Members

3.1 Eligibility

3.1.1 Patron Member

“Patron Member” is defined as an adult (18-years-or-older) individual(s), without regard to their race, color, nationality, or ethnic identity; sex, gender, sexual orientation, or gender identity; political, social or economic status; disability or presumed ability; religion or age or hair type who:

A. Owns and resides in a manufactured housing unit in the Community (hereinafter referred to as the “Home”) as a single Owner or together with a spouse, partner in civil union, or co-owner entitled to a homestead interest, who has signed an Occupancy Agreement. A person is seen as owning or co-owning a Home if he or she owns the Home directly or through a “living” or “Grantor” trust. A “Grantor” or “living” trust is any trust established by an individual under terms that: (1) appoints said individual as the trustee during his or her lifetime (and or competency); (2) is

revocable by said individual; and (3) designates said individual as the beneficiary for his or her lifetime.

“Owner” or “Ownership” may include sole owners; joint tenants with right of survivorship; tenants in common; or persons jointly or individually who have some established equity in the Home under a lease-to-own purchase contract which is current and in good standing, or has been brought into good standing by an agreement acceptable to the Board of Directors.

B. Is/are in good standing with the Cooperative. A “Member in good standing” is a Member whose lot rent and Membership Fees (defined in Section 3.5 below) are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current.

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

D. Owners who reside in the Community but are not Members in the Cooperative shall be designated Non-Members in these Bylaws.

3.1.2 Nonpatron Membership

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

ROC USA, LLC is a charitable organization within the meaning of Section 501(c) (3) of the Internal Revenue Code. The mission of ROC USA, LLC is to provide affordable housing through the use of manufactured homes or other housing alternatives in resident-owned cooperative communities. ROC USA, LLC may assign its Nonpatron Membership to another 501(c) (3) entity whose mission and purpose is similar to the mission and purpose of ROC USA, LLC. In the event ROC USA, LLC dissolves or otherwise ceases to continue its legal existence without designating a successor Nonpatron Member, the Attorney General of the State of Colorado may appoint a successor Nonpatron Member whose mission and purpose is similar to the mission and purpose of ROC USA, LLC. In the event the Attorney General of the State of Colorado fails to appoint a successor Nonpatron Member, the Cooperative shall file an application with the State District Court for the State of Colorado in the jurisdiction where the Cooperative's principal business address is located, requesting that the Court appoint a Nonpatron Member whose mission and purpose is similar to the mission and purpose of ROC USA, LLC.

3.2 Membership Rights

- A. A Membership Interest grants a Patron Member the perpetual right to occupy a lot within the Community as long as the Member continues payment of the lot rent and remains in compliance with the other terms of the cooperative's Member Occupancy agreement, the Bylaws, and the Community Rules, 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 and they will be removed from Membership as further provided in these Bylaws.

B.

C. A Membership Interest also gives the Patron Member the right to vote in any meeting of the Members as described further in these Bylaws. Only one Membership Interest will be assigned to a Home, and only one full vote may be exercised under a Patron Membership Interest.

D. Neither the Cooperative nor its Patron Members may amend the Cooperative's Articles of Incorporation or Bylaws in any manner which would (i) change the nature of the Cooperative as a community as set forth herein; (ii) compromise, lessen, restrict or impinge upon the privileges and authorities of the Nonpatron Member; (iii) nor undertake any of the following without the affirmative vote of the Nonpatron Member, including but not limited to:

1. Increasing the cost of Patron Membership fees other than uniformly to all similarly situated Patron Members.
2. Imposing any fee, cost, tax, imposition or charge of any sort upon the Nonpatron Member.
3. Allowing a Patron Member to transfer his or her Patron Membership to a third party or otherwise allow Patron Membership interest to be traded, bartered or transferred, except as provided in these Bylaws.
4. Increasing the Fee charged by the Cooperative to become a Patron Member to an amount in excess of \$300.00.
5. Application of surplus earnings of the Cooperative to anything other than (i) capital improvements, (ii) additional funding for reserves, (iii) operations for the following year, or (iv) Patronage Refunds for the benefit of Patron Members.
6. Operating in a manner that is inconsistent with the Statement of Cooperative Identity adopted and published by the International Cooperative Alliance.
7. Selling, transferring, leasing or otherwise alienating all or a part of the legal or equitable title to the Cooperative's real property, except, however, the Cooperative (1) may lease each of its separate lots or parcels to a Patron Member solely for such Patron Member's residential use (2) may mortgage the Cooperative's real property provided the net proceeds of the financing are used in the furtherance of the corporate purpose and the operating and capital improvements needs and plans of the Cooperative.
8. Change the purpose of the Cooperative from the purpose set forth in Article Two above.
9. Change the Cooperative's form of doing business such as converting the Cooperative's form of organization from a non-stock cooperative to a limited liability company, stock cooperative or partnership.
10. Cause the Cooperative to file or consent to the filing of any bankruptcy, insolvency or reorganization, case or proceeding, seek or consent to the appointment of a receiver, liquidator, assignee, trustee, custodian or other similar official for the Cooperative or all or any portion of the Cooperative's

properties, or make any assignment for the benefit of the creditors of the Cooperative.

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

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

3.3 Membership Obligations

- A. All Members (and Non-Members) are required to pay their lot rent. (*Note: see portion moved to 3.6*)
- B. All Members will participate cooperatively in the operation of the Cooperative.
- C. All Members, Non-Members and Tenants are required to comply with Cooperative Rules and Regulations, Occupancy Agreement and Membership Agreement as appropriate

3.4 Enrollment of Members

- A. Anyone seeking to reside in a home and lease a lot in the Community must become Members of the Corporation. Prospective Members Membership shall:
 - 1) Apply for Membership on a form prescribed by the **Membership Committee**
 - 2) Be approved for Membership by a majority vote of the **Board of Directors**;
 - 3) Pay in full the Membership Fee for a Membership Interest;
 - 4) Execute an Occupancy Agreement and a Membership Agreement;
 - 5) Have an intent to occupy a home in the Community; and
 - 6) Commit to the purposes and policies of the Cooperative including the Community Rules and these Bylaws.
- B. Owners of homes in place at the time the Cooperative purchases the Community have the right to become members without Board approval as per 2) above; but, must fulfill all other Membership enrollment conditions 1), 3), 4), 5), and 6) above.
- C. Buyers of homes located in the Community must approved for Membership conditional upon purchase and occupancy of the home and compliance with the requirements of Section A above.
- D. A person is considered a buyer or Owner if he or she seeks to or does own or co-own a home directly or through his/her/their "living" or "Grantor" trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member's estate, or any other event. If

an existing Member transfers title to a home to his or her “living” or “Grantor” trust, the trust will not be considered a new Owner or buyer under this paragraph. Members transferring their Membership into a permissible “living” or “grantor” trust must furnish the Corporation with either a copy of said trust document **or** a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.3.5
Membership Fee

3.5 Membership Fee

- A. The Membership Fee shall be \$100 (one hundred dollars) which shall not be raised to exceed \$300, which is paid as consideration for a Membership Interest in the Cooperative. If a Member has paid a Joining Fee as an initial Member of the Cooperative, the Member shall pay the Cooperative the difference between the previously-paid Joining Fee and the Membership Fee. Membership Fees accumulate no interest. The Membership Fee shall be reflected on the books and records of the Cooperative at no par value, as an equity contribution by each Member, subject to return to the Member as provided in these Bylaws. Membership Fees shall remain equal for all Members.
- B. A Certificate of Membership shall be issued to any Member, or to trustee of any Member’s “living” or “Grantor” trust, who has fully paid their Membership Fee. This certificate shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of a lot in accordance with the Member Occupancy Agreement, provided that the holder also abides by the Community Rules of the Cooperative and does not interfere with the effective operation of the Cooperative. The certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would not otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a “living” or “Grantor” trust continue to hold a Membership Interest beyond the usual and customary time required for a wind up of a probate estate (up to a year with extensions available if approved by the Board), should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy. Lot rent shall be paid and other obligations shall be met during this period.
- C. The Cooperative shall have a continuing, perfected security interest in a Member's Membership Fee to pay any debt due to the Cooperative, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Cooperative; such debts and expenses being legally the responsibility of the Member. The Member shall replenish a capital balance decreased on such account in order to remain in “good standing.”

3.6 Lot Rent Increase

The lot rent, initially established by the Membership of the Cooperative, may be increased or decreased by a majority vote of the Cooperative Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, with a sixty (60) day prior written notice to all Members and Non-Members.

3.7 Termination and Expulsion

- A. Any Member whose activity in the Cooperative or as a resident in the Community is contrary to basic cooperation principles (see copy of International Cooperative Alliance Principles attached hereto and incorporated herein by this reference), who violates any provisions of the Member Occupancy Agreement, Membership Agreement, the Articles of Incorporation, these Bylaws, or any Rules of the Cooperative, or who endangers the effective operation of the Cooperative, may be expelled from Membership in the Cooperative by the Board of Directors. Loss of Membership carries with it loss of all Membership privileges, including the perpetual right to occupy said lot and any previously paid Member lot rent. Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15) day notice except in extenuating circumstances. Member's Membership Interest shall be repurchased by the Cooperative at the same amount Member paid for the Membership Interest, less any debts owed, and less expenses incurred by Member and owing the Cooperative on behalf of the Member. Repurchase of the Membership Interest shall only occur if there are sufficient reserve funds, as determined by the Board of Directors. An eviction by Management of the Member from the Community, in conformance with C.R.S. § 38-12-200.1 *et seq.*, shall automatically terminate his or her Membership.
- B. The Member shall have the right to appeal the decision to terminate Membership at the next Membership meeting and will be given a reasonable opportunity to be heard, either in person and/or represented by legal counsel . The Member may request a Special Meeting of the Membership within a reasonable time period and such request will not be unreasonably denied. In the absence of a Board call for a Special Meeting, the Member may do so in accordance with Article 5.3 of these Bylaws. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of a Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member.
- C. Any Member who wishes to be represented by legal counsel as the result of a Cooperative action must notify the Board of this fact ten (10) days in advance of the meeting. The Member shall solely be responsible for the cost of his or her attorney. In no case should the Corporation be responsible for the legal fees of the Member.

3.8 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 refunds 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 the Members approve the budget for the coming fiscal year. The Cooperative 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 Cooperative's needs and are not from earned income from other sources.

ARTICLE IV Sale and Rental of Homes

4.1 Use of Homes

A. In order to unify the Members and make the Cooperative stronger, all homes within the Community must be owner-occupied, except as noted below. Failure to comply with this article shall result in an eviction from the Community.

B. Except as noted below, 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 for the term of the existing lease. 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. Only tenants under a lease-to-own contract are eligible for Membership. A copy of the contract shall be provided to the Board, along with their Member Occupancy Agreement.

D. Rental or leasing of homes in the Community **shall not be allowed** unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determines that a hardship exists. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval, including the timeframe for the initial approval and any periodic review. The vote of the Board of Directors shall be maintained in the official records of the Cooperative.

4.2 All Home Sales

- A. Any Member or Non-Member who plans to sell their home shall give written notice of at least thirty (30) days, or if moving their home out of the Community or demolishing the home on site notice of at least forty-five (45) days, in advance of that event to the Board of Directors. If demolishing their home, the Member or Non-Member shall provide the Board details about the methods planned. Any construction debris resulting from home demolition shall not be disposed of in park dumpsters. Failure to give notice can result in 30 day's additional lot rent.
- B. Notice to the Board of Directors stating the Owner's intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become members of the Cooperative (see 3.4 above). The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase and Sale Agreement for the Home. See the exception for certain trust transfers contained in paragraph 3.3, which applies here as well.
- C. If the Cooperative is owed money by the Owner or the Owner is in breach of any other obligation to the Cooperative, the Board of Directors may consent to the transfer, as requested by that Owner for the sale of his/her/their home to a new buyer, but may insist that the consent or transfer documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the Owner's home for those amounts due and owing the Cooperative. The ownership transfer documents shall only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative.

4.3 Sale of Member Homes

For a period of thirty (30) days following the delivery of notice to the Board regarding a Member's intent to sell their Home, the following shall apply as long as the Seller is not hurt financially or in another way. When two equivalent offers are received on a home, the property manager will vet Buyers through the membership application process, and select only the lower-income Buyer to be approved for Membership.

- A. 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 county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- B. The Board of Directors shall purchase the Membership Interest from said Member household by paying them an amount equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Corporation, within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Corporation.

The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this Corporation (also called the "Cooperative" in these Bylaws):

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, shall 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 Occupancy 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 Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly 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 Cooperative 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 Cooperative Membership; provided, however, that if after advertising the lot for thirty (30) days, the Board does not receive an offer to lease from a low or moderate income household reasonably capable of affording the home and living in the Community, the Board of Directors may lease the lot to any suitable household.

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. 35% of the current Membership shall constitute a quorum at a Membership meeting.
- B. A Member who is not in good standing (as defined by these Bylaws at 3.1.1 B) shall be ineligible to vote upon any matter, and shall not be counted toward a quorum.

- C. There shall be no voting by proxy, unless pre-approved by the Board of Director; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned.
- C. 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 that are properly noticed before the meeting in accordance with these Bylaws.
- D. E. Any Member may make a motion for an individual to be expelled from a Meeting for disrupting the proceeding. If seconded, the Board will call for a vote; the motion passes if two thirds of the Members attending the Meeting vote in favor.
- F. The Bylaws of the Cooperative and the Community Rules shall be adopted or repealed by at least a majority vote of the total Membership of the Cooperative.
- 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 shall be given in writing (on paper and via digital means if possible) to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- H. Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by **unanimous consent** of the entire Membership pursuant to Colorado law. This means each Member household must vote, and vote in favor, of a motion. A copy of the motion and vote must be kept on file with the Corporation's Membership meeting minutes. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted or otherwise published to the members within 3 days.

5.2 Annual Meeting

- A. The Annual Meeting of the Members shall be held in the month of October each year in Durango, Colorado or a place designated by the Board of Directors within 10 miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- B. The Board shall give written notice of the Annual Membership Meeting shall be mailed or hand-delivered to each member not less than 15 calendar

days nor more than 45 calendar days before the date that such a meeting is to be held. Such written notice shall be provided to each Member at his/her address by U.S. Mail, e-mail or hand delivery, and shall also be posted and maintained at a common area, and shall state the place, day, and time of the meeting, as well as the agenda items or subject matter to come before it.

- C. The report of the examination of the prior year's finances, the proposed annual budget of the Cooperative and an operations report with completed and proposed projects shall be made available to each Member no later than fifteen (15) days before the Annual Meeting for approval by the Membership at the Annual Meeting, as well as the nominations for any Board of Director and Officer seats that may be open.
- D. The Board shall recommend for the approval by Membership the annual budget with proposed future rents. If Members, after meeting held or ballot conducted for said purposes, shall fail to approve a budget that meets all contractual obligations, the Board may approve such a budget without further vote of the Members.

5.3 Special Meetings of the Membership

- A. Special meetings of the Membership may be called by the Board of Directors or by petition of 10% of the Members in writing. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days (less in an emergency, such as natural disaster) after receipt of such demand.
- B. The Secretary of the Cooperative shall cause to be hand delivered or mailed 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. Business at a Special Meeting of the Membership is limited to the scope of the notice provided.
- C. If a tie vote occurs among the Board of Directors, the Board shall call for a Special Meeting of the Membership to put the matter to a Membership vote.

5.4 Non-Member Meeting Participation

- A. All residents of the park, Members and Non-Members, may attend meetings of the Cooperative, except Board Executive Sessions. Such guests may be expelled from the meeting, and have no voting privileges.
- B. Non-residents of the park may be invited to the meeting, only by invitation from the Board of Directors.

ARTICLE VI
Board of Directors

6.1 Number and Term of Directors

- A. The Board of Directors shall consist of five Members who are in good standing with the Cooperative.
- B. Directorships will not be denied to any person on the basis of race, color, nationality, or ethnic identity; sex, gender, sexual orientation, or gender identity; political, social or economic status; disability or presumed ability; religion or age . To be eligible to serve as a Director, an individual must be a resident homeowner in the Community and be a Member in good standing with the Cooperative.
- C. All Directors shall serve for a term of **two (2) years**, and shall be limited to three (3) consecutive two (2) year terms regardless of position. Directors' terms will be staggered so that elections of the President and Treasurer do not occur in the same year. All Directors will be selected in 2021. Thereafter, elections of the Vice President and Treasurer will occur in 2022 and subsequent even years; elections of the President, Secretary, and Operations Manager will occur in 2023 and subsequent odd years.
- D. No more than one individual per Member-household may serve on the Board of Directors at a time.

6.2 Election of Directors/Officers

- A. The open seats on the Board of Directors and Officers shall be elected by the Membership 30 days after an Annual Membership Meeting of the Cooperative, or at a monthly regular Board Meeting, at which elections shall be announced and nominees solicited. All newly elected Directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first.
- B. Members shall elect Directors to each Officer position, described below, as well as those Directors serving at large.
- C. A single paper ballot provided to each Member shall be used for the election of Directors, on a form approved by the Board of Directors. Ballots and envelopes will be delivered to each Member by U.S. Mail, postmarked no later than 10 days after the Meeting at which elections are announced. Ballots shall clearly state the Director and Officer position to be filled and those nominees known after the meeting. The ballot shall include space available for write-in candidates. All nominees must be Members of the Cooperative in good standing. Ballots must be submitted using a double-

blind process, such as use of an outer envelope (with lot number marked) and inner envelope (with no marking or identification) both sealed by the Member. Provision will be made by the Cooperative so the ballot can be added anonymously to other ballots (e.g. in a ballot box). No ballots will be accepted after 6pm the day before the next regular Board Meeting at least 30 days after election announcement. At that Meeting, the ballots shall be opened and counted in view of all present, and results announced.

- D. The Board of Directors may allow for an absentee ballot for reasons such as hospitalization, shift work, infirmity, or being out of state. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed, the Member must request it 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 shall be responsible for the day-to-day management and control of the Cooperative's 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 Cooperative 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, a merger or consolidation of the cooperative with another entity, or amendment of the Articles of Incorporation or these Bylaws shall require Member approval.
- D. The Board of Directors may from time to time set up Member 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. 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, 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 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 Cooperative may be removed by a majority vote of the Members present at any regularly scheduled or Special Meeting of the Membership where a quorum is present, provided that a 10-day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made if initiated by:
 - i. the Board of Directors- a majority vote of the Board of Directors, or
 - ii. 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 Cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date.
- F. Any Director who misses more than 3 (three) Board meetings in a 6 (six) 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 shall serve without compensation, but shall be entitled to reimbursement of reasonable expenses incurred while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may not simultaneously serve on the Board and receive compensation for services, products, or contracts provided by the Director to the Cooperative, and may not be employed by the Cooperative.

ARTICLE VII **Officers**

7.1 Roster of Officers

The Officers of the Cooperative shall consist of a President, Vice President, Secretary, Operations Manager, and Treasurer and any other designated position as decided by the Membership. All Officers are Directors of the Cooperative and must meet the requirements for being a Director set forth in Article 6.1.

7.2 Election and Removal of Officers

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

7.3 President

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

7.4 Vice President

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

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

maintaining and updating Membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.

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 Manager 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 Manager ensures this calendar is created and implemented. He/She ensures that the Procurement Policy is adhered to when obtaining bids and purchasing goods. The Operations Manager shall chair the Operations Committee and will ensure that the committee policy is implemented.

7.8 Powers

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

ARTICLE VIII **Board Meetings**

8.1 Regular Meetings

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

8.2 Special Meetings

Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, hour, and agenda of any special meeting shall be posted in a common area and communicated personally to each Board Member not less than three 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 Open Meetings

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

8.4 Notice

Written notice stating the place, day, hour and agenda of all Board meetings, regular and special, shall be posted in a common area no less than 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 Emergency Action without a Meeting

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

8.7 Proxy Voting Prohibited

Board Meeting proxy voting is prohibited.

ARTICLE IX **Indemnification and Bond**

9.1 Indemnification

- A. The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Cooperative.

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

9.2 Bond

Each Officer, Director, employee, and agent handling funds or securities amounting to \$1,000 or more in any one year shall be covered by adequate bond in accordance with state law.

ARTICLE X **Operations**

10.1 Signing of Documents

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

10.2 Disbursement of Funds

- A. All authorizations and/or checks disbursing funds from any of the Cooperative's accounts will require the signatures of at least two Directors.

- B. Any decisions that may commit expenditures of \$5000.00 or more of Cooperative resources per fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual or Special Meeting of the Members. Capital improvement and replacement reserve expenditures that do not explicitly appear in that year or a previous year in the Member-approved Capital Improvement Plan and that exceed \$5000.00 per fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or Special Meeting of the Membership.

10.3 Ethics, Procurement and Conflict of Interest:

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

10.4 Records

The records of the Cooperative shall be kept by the Directors then in office and transferred to newly elected Directors upon change over. Records must be kept in accordance with Section 7-56-107, Colorado Revised Statutes.

10.5 Inspection of Books and Records

- A. Records of the Cooperative shall be open to the inspection of any Member at a reasonable time and place within five (5) days of a Member's request, but shall be limited to those records 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 as allowable under Section 7-56-307, Colorado Revised Statutes. 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 months after the end of the fiscal year.

10.6 Fiscal Year

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

10.7 Dissolution

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

- A. The face value, or the amount equal to the Membership Fee paid minus any outstanding obligation to the Cooperative, whichever is lower, shall be returned to the Members.
- B. Any surplus remaining after the distributions in paragraph A may be distributed as a contribution to any Cooperative, association or other nonprofit association to which contributions are deductible from income tax under current Internal Revenue Service regulations.

ARTICLE XI **Rules of Procedure**

In case of any question not covered in these Bylaws or adopted Board policies, the guidelines in “**Parliamentary Procedure for Manufactured Housing Community Cooperatives**” as published by the *Management Guide* © 2003, 2007, 2018 ROC USA, LLC or the foundation document, *The Standard Code of Parliamentary Procedure, Fourth Edition*, by Alice Sturgis, 2001 shall prevail.

CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of Animas View MHP Co-op at its meeting held on May 8th 2021.

Name: _____

Karen Pontius
Secretary of the Cooperative

International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership

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

2nd Principle: Democratic Member Control

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

3rd Principle: Member Economic Participation

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

4th Principle: Autonomy and Independence

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

5th Principle: Education, Training and Information

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

6th Principle: Co-operation among Co-operatives

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

7th Principle: Concern for Community

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

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

Animas View MHP Cooperative, Inc.

Bylaws/Community Rules/Membership Agreement - Acknowledgement Form

I/We _____ are applying for Membership in the Animas View MHP Co-op as a condition to the right to rent a lot located at 288 Animas View Dr., Durango, CO 81301. I/we have received and read a copy of the Animas View MHP Co-op's Bylaws, Community Rules, and Membership Agreement.

By signing and dating this form, I/we acknowledge that we understand and will obey the **Bylaws, Community Rules, and Membership Agreement** of Animas View MHP Co-op. If I/we do not follow these Bylaws and Rules, I/we understand that it could be grounds for expulsion from Membership and/or eviction from the community.

Applicant signature: _____ Date: _____

Co-applicant signature: _____ Date: _____

Animas View MHP Cooperative, Inc.

Credit Report and Background Check Authorization and Release

(Please print clearly)

Applicant name: _____
 First MI Last

Social Security #: _____ - _____ - _____

Date of birth: _____ / _____ / _____
 mo day year

Current address:

_____, _____, _____
 city state zip

How long have you lived at this address? _____

Co-Applicant Name: _____
 First MI Last

Social Security #: _____ - _____ - _____

Date of birth: _____ / _____ / _____
 mo day year

Current address:

_____, _____, _____
 city state zip

How long have you lived at this address? _____

I/We hereby authorize **Animas View MHP Cooperative** to obtain my/our consumer report/credit information, credit risk scores, and other enhancements to my/our consumer report (hereinafter collectively referred to as "Report") from one or more of the three national credit reporting repositories (Equifax, Experian, Trans Union) and provide a copy of the Report to:

Animas View MHP Cooperative for the purpose of assessing my/our **Application for Membership** in said ROC. I/We understand that "other enhancements" includes conducting a national criminal background check, to which I/we give my/our consent.

This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. 1681b(a)(2).

I/We further authorize the **Animas View MHP Co-op** to contact the references listed on my/our application in order to assess my/our **Application for Membership** in said Co-op.

I/We further authorize the **Animas View MHP Co-op** to verify past and present landlord references in order to assess my/our **Application for Membership** in said Co-op.

I/We understand that a photocopy and/or facsimile of this document shall also serve as an authorization to provide the information requested.

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

Applicant

Date

Co-applicant

Date

Animas View MHP Co-op, Inc.

Application for Membership

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

Applying for: Animas View MHP Co-op, 288 Animas View Dr. Trlr # _____, Durango, CO 81301

Current Homeowner(s): _____

Applicant: _____ SS#: _____

Co-applicant: _____ SS #: _____

(*If more than two applicants, please ask for an additional application.)

Name(s) on deed/title: _____

Current address (street, city, state, zip): _____
(street)

(city, state, zip)

Home phone: _____ Work phone: _____

Length of time at this address: _____

Current Landlord: _____ Phone: _____

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

Address 1 (street, city, state, zip): _____

Landlord: _____ Phone: _____

Address 2 (street, city, state, zip): _____

Landlord: _____ Phone: _____

Applicant employer: _____ **Phone:** _____

Address: _____

Co-applicant employer: _____ **Phone:** _____

Address: _____

Vehicle make/model: _____ **Year:** _____ **Color:** _____

Vehicle make/model: _____ **Year:** _____ **Color:** _____

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

Applicant income:

Amount: \$ _____ Source: _____
Amount: \$ _____ Source: _____
Amount: \$ _____ Source: _____
Total monthly income: \$ _____

Co-applicant income:

Amount: \$ _____ Source: _____
Amount: \$ _____ Source: _____
Amount: \$ _____ Source: _____
Total monthly income: \$ _____

Anticipated monthly expenses:

Mortgage(s): _____
Electricity: _____
Cable/Internet: _____
Heat: _____
Other: _____

Car Payment(s): _____
Auto Insurance: _____
Homeowners Ins.: _____
Phone(s): _____

Total 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 references who can speak to your likelihood to pay your rent in a timely manner, obey the Community Rules, and be a good Co-op 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 Animas View MHP Co-op, I/we are aware that a Membership fee of \$100 must be paid before I/we occupy the home. I/we understand that I/we may not move in until approved. I/we understand that the home must be occupied by the family/household who purchased it and cannot be rented out unless in clear cases of hardship as determined by the Co-op Board of Directors. I/we understand that this application in no way guarantees my/our acceptance into the ROC/ community. I/we authorize the Co-op to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless the Co-op and its employees and tenants from any action arising from these inquiries.

The Co-op does not discriminate based on race, color, religion, sex, disability, family status, national origin, sexual orientation, marital status, lawful source of income, age, or ancestry in the approval of its Members.

If any information in this application is found to be false, it is immediate grounds for denial or revocation of Membership.

Certification/Representation of Accuracy: I/We understand that should I/we be accepted as a Member of the Animas View MHP Co-op, misrepresentation of information on this Application for Membership may be grounds for Member expulsion according to the Co-op Bylaws. Such expulsion would result in the loss of Membership. Loss of Membership/expulsion would result in the loss of voting privileges, loss of Member credit toward rent, and may lead to eviction. By signing this application, I/we attest that this is accurate and true information to the best of my/our knowledge.

Applicant signature: _____ **Date:** _____

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

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

Animas View MHP Cooperative, Inc.

Pet Registration Form

Please fill out one form per pet.

Please attach a photo of your pet to this registration form.

Pet owner's name(s): _____

Pet owner's address: _____

Pet owner's phone number: _____

Pet owner's email address: _____

Pet's name: _____ Tag #: _____

_____ cat _____ dog

_____ other – specify: _____

Breed: _____ Color: _____

Insurance company: _____ Phone: _____

Account #: _____

Address: _____

Agent: _____

If you are not at home, who can handle this pet?

Name: _____ Phone: _____

Failure to comply with the Community Rules specifically related to pets is a breach of your Membership Agreement and is sufficient grounds for eviction. See state law for more information.

The Community Rules specifically related to pets will be strictly enforced.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Animas View MHP Cooperative, Inc.

Member Interest Questionnaire

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

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

- b. What skills/talents do you possess?

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

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

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

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

- g. Would you like to be a Block Captain? “Adopt” a block of neighbors that you would serve as liaison for: distributing documents, planning events, etc.

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

- | | |
|---|---|
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Septic systems |
| <input type="checkbox"/> Water systems | <input type="checkbox"/> Gardening |
| <input type="checkbox"/> Taking notes | <input type="checkbox"/> Book club |
| <input type="checkbox"/> Nature walks | <input type="checkbox"/> Publishing a newsletter |
| <input type="checkbox"/> Bookkeeping | <input type="checkbox"/> Fall/Spring clean-up |
| <input type="checkbox"/> Working with teenagers | <input type="checkbox"/> Knitting group |
| <input type="checkbox"/> Recycling | <input type="checkbox"/> Filing |
| <input type="checkbox"/> Flower arrangements | <input type="checkbox"/> Carpentry or wood-working |
| <input type="checkbox"/> Organizing events | <input type="checkbox"/> Yard sales |
| <input type="checkbox"/> Crime watch | <input type="checkbox"/> Easy fundraisers (bake sale, etc.) |
| <input type="checkbox"/> Baking | <input type="checkbox"/> Childcare |
| <input type="checkbox"/> Board games enthusiast | <input type="checkbox"/> Making reminder phone calls |
| <input type="checkbox"/> _____ | <input type="checkbox"/> Grilling |

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

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

There are many ways for Members to have a voice in the community. One great way to get to know your neighbors, as well as to have a say in how things are run, is to join a committee. Please check the committee below which you feel best serves your interests and talents:

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

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

Name(s): _____
Phone: _____
Best time to call: _____



A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus that gather and sell information about your creditworthiness to creditors, employers, landlords, and other businesses. The FCRA gives you specific rights, which are summarized below. You may have additional rights under state law. For more information, go to www.ftc.gov/credit, or write to: Consumer Response Center, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

You must be told if information in your file has been used against you. Anyone who uses information from a consumer reporting agency to deny your application for credit, insurance, or employment – or take another adverse action against you – must tell you and give you the name, address, and phone number of the agency that provided the information.

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

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

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

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

Outdated negative information may not be reported. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need as determined by the FCRA - usually to consider an application with a creditor, insurer, employer, landlord, or other business.

Identity theft victims and active duty military personnel have additional rights. Victims of identity theft have new rights under the FCRA. Active-duty military personnel who are



away from their regular duty station may file “active duty” alerts to help prevent identity theft. For more information, visit www.ftc.gov/credit.

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

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

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

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

TO COMPLAIN ABOUT:	PLEASE CONTACT:
Consumer reporting agencies, creditors, and others not listed below	Federal Trade Commission FCRA Consumer Response Center - 1-877-382-4357 (Toll-Free) Washington, DC 20580
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer Help FRCH Washington, DC 20551 888-851-1920
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision 800-842-6929 Complaints Washington, DC 20552
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Education
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management 202- Washington, DC 20590 366- 1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of GIPSA Deputy Administrator - Washington, 202- DC 20250 720- 7051

Para información en español, visite www.ftc.gov/credit o escriba a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.