

SECOND AMENDED AND RESTATED 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 (the “Home”) in the Community 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, including any immediate family members over the age of 18 and who are residing in the home. 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 (“BOD”).

- 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

3.2.1 Patron Membership Rights

- 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 (Member contribution) and remains in compliance with the other terms of the cooperative's Member Occupancy Agreement, the Bylaws, and the Community

Rules and Regulations, 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. 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.

3.2.2 Nonpatron Member Rights

A. The Cooperative or its Patron Members may not undertake any of the following without the affirmative vote of the Nonpatron Member: to amend the Cooperative's Articles of Incorporation or Bylaws in any manner which would compromise, lessen, restrict, or impinge upon the privileges and authorities of the Nonpatron Member or the nature of the Cooperative as a cooperative community as set forth herein, 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 \$1,000.00.
5. Applying the earnings, surplus or profit produced by the Cooperative other than for the benefit all Patron Members equitably by application of retained earnings for capital improvements or the payment of reserves to or 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.

B. All Members will participate cooperatively in the operation of the Cooperative.

C. All Members and Tenants are required to comply with Cooperative Rules and Regulations, Occupancy Agreements and Membership Agreements.

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 shall:

1) Apply for Membership on a form prescribed by the **Cooperative**.

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 Member 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 be 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

- 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 Membership or by a majority vote of the Cooperative Board of Directors (hereafter "Board" or "BOD") or by,

consistent with Article 5.2 of these Bylaws, with a sixty (60) day prior written notice to all Members and Non-Members. Lot rent may only be increased once within a twelve (12) month period, or as otherwise specified by Colorado law.

3.7 Membership 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 and Regulations 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.
- B. 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, pursuant to state law. 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. 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 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. If the Cooperative regains possession of a Member's lot through an eviction pursuant to C.R.S. § 38-12-200.1, et seq., and C.R.S. § 13-40-101, et seq., such person's membership in the cooperative shall automatically terminate.
- C. The Member shall have the right to appeal the decision to terminate Membership at the next Board 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 Board 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. Membership that has terminated as a result of an eviction may not appeal. 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.
- D. Any Member who wishes to be represented by legal counsel as the result of a Cooperative action must notify the Board as soon as legal representation is obtained. The Member shall solely be responsible for the cost of his or her attorney. In no case should the Cooperative 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 may be returned to Members as patronage refunds or may be retained as additional funding for reserves or for the needs of the following year operations. The decision shall 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 be grounds for 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 or special circumstance and (2) the Board of Directors determines that a hardship/special circumstance exists.
 - 1. If approval is granted it shall be temporary and the decision shall specify the hardship/special circumstance) and the condition(s) of approval, including the timeframe and any periodic review.
 - 2. 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, move their home out

of the Community, or demolish the home on site shall give written notice of at least thirty (30) days in advance of that event to the Property Manager of the Cooperative. Failure to provide notice can result in 30 days additional lot rent.

1. If demolishing their home, the Member or Non-Member shall provide Property Management with information about the date and time for the demolition, the name and contact information for the demolition company and/or the method of demolition. The Homeowner is responsible for the removal of all debris from the park. Any construction debris resulting from home demolition shall not be disposed of in park dumpsters.
 2. CDPHE requires testing and remediation of homes to be demolished.
 3. Lot should be cleaned up within 15 days and ready for a new home to be moved in.
- B. Notice to Management 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.
1. 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).
 2. 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 4.3, which applies here as well.
 3. Within five business days after notice to Management, the seller (and their agent) will be provided a list of repairs/upgrades needed to be completed prior to the final sale of the home.
- 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

4.3.1 Purchase by a current Member

- A. If a current member purchases wants to purchase a home that becomes available for sale in the park:

1. They must be a member in good standing to maintain their membership privileges.
2. If they are not a member in good standing, their membership privileges may be revoked.

4.3.2 Priority Buyer based on Income Requirement

- A. For a period of thirty (30) days following the listing of the Home for sale, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a low or moderate-income family or individual (as defined in this section), the Member shall accept the offer from the low or moderate-income family or individual.
 1. Member shall notify Member's real estate agent, if any, of this requirement.
 2. Provided, that the Board may authorize the sale to someone other than a low- or moderate-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.
- B. A low- or moderate-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the 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.

4.3.3 Seller's Membership Interest

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 Cooperative, within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Cooperative.

4.3.4 Fannie Mae loans

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. 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.
- B. 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), Property Management will send out notice to the Members via e-mail/text and posting at the mailboxes and Members of the Cooperative will have the first opportunity to request to move onto the vacant lot.

If there are multiple members interested in a vacant lot upon notification, then after two weeks the Board and Property management will determine by random lottery who will have opportunity to move onto the lot.

Member shall be responsible for payment of Lot rent of the vacant lot and their existing lot starting immediately upon their selection.

If the lot is not occupied by a current Member, then the Cooperative shall advertise the lot availability and priority shall be given 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. Attendance may be in person or participating via video conferencing or telephonically. 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) shall be ineligible to vote upon any matter, and shall not be counted toward a quorum.
- C. There shall be no voting by proxy, pursuant to C.R.S. § 7-56-305(1)(d).. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned.
- D. Once a quorum has been achieved, a simple 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.
- 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 and the Community Rules may be amended or repealed 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.
- G. Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by **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 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, and any changes to the Community's Bylaws or Rules and Regulations.
- 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, if they are presenting, they must be on the agenda and notice given to the Board of Directors in advance.

ARTICLE VI **Board of Directors**

6.1 Number and Term of Directors

- A. The Board of Directors shall consist of up to seven Members, consisting five officer position and two at-large member 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; age or hair style. 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 of Directors' terms will be staggered so that elections of the President and Treasurer do not occur in the same year. Thereafter, elections of the Vice President and Treasurer will occur in even years; elections of the President, Secretary, and Operations Manager will occur in subsequent odd years; at-large members elections shall be similarly staggered.
- D. If an Officer is term limited and no other member runs or is nominated for the position, the term limits may be waived.
- E. No more than one individual per Member-household may serve on the Board of Directors at a time.

6.2 Election of Directors/Officers

6.2.1 Vote by Acclamation

If only one Member is nominated or standing for election to a position on the Board of Directors, they shall be elected by acclamation of the Members.

6.2.2 Nominations for the Board of Directors and Officers

- A. The open seats on the Board of Directors and Officers shall be elected by the Membership at the Annual Membership Meeting of the Cooperative or at a monthly regular Board Meeting, if a quorum is present, 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. Nominations for Board of Directors or Officer positions may be taken from the Floor at the Annual Members Meeting.

6.2.3 Vote by Ballot

If an election of nominees for a Board of Directors position results in a tie, then the

Members shall vote by Ballot as follows:

- A. 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, e-mail, or hand delivery, no later than 10 days after the Annual Meeting. 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 the delivery of ballots. At that Meeting, the ballots shall be opened and counted in view of all present, and results announced.

6.3 Powers

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative's operations.
 1. Including annual evaluation of Property Management.
- B. All policies which do not require Membership approval as stated in 10.3, will be adopted and amended by the Board of Directors.
- C. No Director may act on behalf of the Cooperative unless duly authorized by the Board of Directors.
- D. 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.
- E. 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 At large Board Members

An at-large board member's responsibilities encompass general board duties like attending meetings, participating in committees, and contributing to the organization's strategic direction. While an at large board member does not hold specific officer position, at-large board members are expected to support board

officers, become familiar with officer roles, and may include mentorship, succession planning, or acting as a liaison, and may act chair and liaisons to the coop's committees and take on special projects.

6.5 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:
 1. the Board of Directors- a majority vote of the Board of Directors, or
 2. 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. The President only votes on Motions before the Board of Directors in the case of a tie or when an Emergency Action requires the unanimous vote 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 in coordination with Management. 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. Operation Manager and Property Management will walk the park once per month to discuss ongoing or upcoming projects. Operations Manager shall participate in the Landscaping Committee

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. Meetings shall proceed according to Robert's Rules of Order; see also Article XI.

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. The Cooperative shall maintain professional liability insurance coverage that contains Directors & Officers liability insurance.
- C. 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.
- D. 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.

- A. Members with concerns regarding any actions by an individual Board of Directors shall outline their concerns in writing and send to another Director or Director(s); which will then be acknowledged and the matter placed on the Agenda for the next Board Meeting.
- B. Members with concern regarding any actions by Property Management or employees shall outline their concerns in writing to share with the Board of Directors. The Directors will determine what, if any, additional must occur and follow-up with the Member.

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 C.R.S. § 7-56-307. 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 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 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 **the foundation document, *The Standard Code of Parliamentary Procedure, Fourth Edition, by Alice Sturgis, 2001*** shall prevail.

CERTIFICATION

I hereby certify that these First Amended and Restated Bylaws were adopted by the Membership of Animas View MHP Co-op at its meeting held on **October 12, 2025**.

Name: Karen Pontius

Karen Pontius
Secretary of the Cooperative

CONTACT INFORMATION

Board of Directors	board@animasviewmhp.coop
President	president@animasviewmhp.coop
Vice President	vicepresident@animasviewmhp.coop
Treasurer	treasurer@animasviewmhp.coop
Secretary	secretary@animasviewmhp.coop
Operations Manager	opsmanager@animasviewmhp.coop
Property Manager	servicerep@animasviewmhp.coop 970-661-2777 or 215-600-4738

Emergency Contact Number: 833-454-4663

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/](http://www.ica.coop/al-ica/).