

# BYLAWS

## Evergreen Village Cooperative, Inc.

### ARTICLE I

#### Name and Location

- 1.1 The name of this Cooperative Corporation shall be **Evergreen Village Cooperative, Inc.** herein after referred to as the “Cooperative and/or Corporation,” situated in the Upper Mount Bethel Township, County of Northampton, Commonwealth of Pennsylvania, known locally as Evergreen Village Manufactured Home Community (the “Community”), located at 29 Independence Way, Upper Mount Bethel Township, County of Northampton (PIN: D11 9 13 0131).
- 1.2 Upon the date the Cooperative acquires ownership of the Community, these Amended and Restated Bylaws (the “Bylaws”) shall be effective and fully replace and supersede those certain Pre-Acquisition Bylaws of the Cooperative approved on or about February 13, 2022.

### ARTICLE II

#### Purpose

- 2.1 The purpose for which this Cooperative is formed is to own and operate the Community, as a limited equity housing Cooperative and to be involved in other Cooperative activities, on a non-profit, “cooperative” basis — for the benefit of the current and future resident homeowners (“Homeowners”), and to preserve the Community’s status as a 55-and-older community.
- 2.2 The broad purpose is to gain control of the ground space unit rental costs, preserve the Community for the current residents, and to keep it affordable long term for low and moderate-income individuals and families. In accordance with the purpose stated in the Cooperative’s Articles of Incorporation, the Cooperative will conduct its business in a manner designed to preserve the affordability of the ground space Units/lots within the Community for low to moderate-income homeowners.

### ARTICLE III

#### Members

#### 3.1 Eligibility

A “Member” is defined as one or more adult (18-years-or-older) individual(s), recognizing that this is a 55 and over community, without regard to their race, color, sex, familiar status, religious creed, ancestry, age, national origin, handicap or disability, use of guide support animal because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals (43 P. S. § § 951—963), who:

- A. Owns and resides in a manufactured home (herein after referred to as the “Home”) in the Community, including any other co-owners and any other adults residing in the Home, who have signed the Proprietary Lease Agreement. All Members listed on the Agreement shall have voluntarily accepted the rights and obligations as Members of the Cooperative.

A person is seen as owning or co-owning a Home if they own the Home directly or through their “living” or “Grantor” trust. A “Grantor” or “living” trust is any trust that is established by an individual under such terms as: (1) appoint themselves as the trustee during their lifetime (and or competency); (2) is revocable by them; and (3) designates themselves as the beneficiary for their lifetime.

“Ownership” of a Home shall include, where appropriate, persons purchasing a Home under a lease purchase or contract of sale, which is current and in good standing, are brought into good standing by agreement acceptable to the Board of Directors (the “Board”), where the home buyer has some established equity in the home.

- B. Is/are committed to be in good standing with the Cooperative. A “Member in good standing” is a Member whose Ground Space Unit Rent and Membership Fees are current or who 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.

### 3.2 Membership Rights

- A. A Member will have the right to occupy a Ground Space Unit (also referred to as a “Unit” or ground space lot) within the Community as long as they continue payment of the Unit Rent and are in compliance with the other terms of the Proprietary Lease Agreement, the Bylaws of the Cooperative and the Community Rules established by the Members, all as they may be amended from time to time. However, if a Member is evicted from the Community or moves out of the Community, that Member will lose their right to occupy said Unit.
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- B. Only one Membership interest will be assigned to a Unit (the “Membership Interest”), and only one full vote may be exercised under a Membership Interest.
  - C. Only Members in good standing shall have the right to vote under the Membership Interest.

### 3.3 Membership Obligations

- A. All Members are required to pay their Ground Space Unit Rent. This rent, initially established by the Membership of the Cooperative, may be increased, consistent with Article 5.2 D of these Bylaws, with a sixty (60) day written notice to all Members.
- B. A Member will participate cooperatively in the operation of the Cooperative.

### 3.4 Enrollment of Members

- A. Owners of homes seeking to reside in a home and lease a Ground Space Unit (ground space lot) in the Community must become Members of the Cooperative. Owners seeking 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;
  - (4) Execute a Proprietary Lease Agreement
  - (6) Have an intent to occupy a Home in the Community; and
  - (7) Commit to the purposes and policies of the Cooperative including the Declaration, the Community Rules and these Bylaws.

(8) A purchaser of a manufactured home in the Community must receive from the seller a resale certificate that outlines the details of the condition of the ground space unit/lot and any requirements or assessments due on the specific ground space unit/lot.

- 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 (1) and (2) above; but must fulfill Membership enrollment conditions (3), (4), (5), (6) and (7) above. Owners of Homes in place at the time of purchase shall receive a Public Offering Statement prior to signing a Member lease with the Cooperative and those Homeowners may choose to either “opt-in” or “opt-out” of the Cooperative Membership.
- C. Buyers of Homes may be approved for Membership conditional upon purchase and occupancy of the Home.
- 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 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 Cooperative with either a copy of said trust document **or** a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the trustee(s) during their lifetime, or competency, and with said Member(s) as the sole beneficiary during their lifetime.

### 3.5 Membership Fee

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- A. The Membership Fee shall be **four hundred dollars (\$400.00)**. This one-time Membership Fee is paid by each household. Membership Fees accumulate no interest. Membership Fees shall remain equal for all Members.
- B. There will be one Membership Interest issued per household, not per person.
- C. An attested **Membership Certificate** 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 Acknowledgement shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) continuing right to occupy a Ground Space Unit in accordance with the Proprietary Lease 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 **Membership 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 otherwise be eligible for Membership. A Membership Interest 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, 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.
- D. The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Cooperative, or expenses incurred as a result of a Member's actions or non-actions, in regard 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.”

A. Buyers of Homes may be approved for Membership conditional upon purchase and occupancy of the Home.

B. 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 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 Cooperative with either a copy of said trust document **or** a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the trustee(s) during their lifetime, or competency, and with said Member(s) as the sole beneficiary during their lifetime.

### **3.6 Termination and Expulsion**

- A. Any Member whose activity in the Cooperative is contrary to basic cooperative principles (see copy of International Cooperative Alliance Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Cooperative may be expelled from Membership by the Board of Directors. Loss of Membership carries with it loss of all Membership privileges, including the rights to occupy said Ground Space Unit (ground space lot) and any Member Ground Space Unit 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. The Membership Fee shall be returned, less any debts owed and expenses incurred by and owing the Cooperative on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. An expulsion is not a requirement prior to any eviction for non-payment or cause.
- 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 or by their attorney. Members may request a Special Meeting of the Membership within 15 days from the notice of Expulsion 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 Membership Certificate. 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 Cooperative be responsible for the legal fees of the Member.

### **3.8 Patronage Refunds**

Patronage refunds are disallowed in any capacity. All such incidental profits shall be applied to the maintenance and operation of the lawful activities of the Cooperative, and in no case shall be divided or distributed in any manner whatsoever among the members, directors, or officers or the Cooperative; per 15 Pa. C.S.A § 5545.

## **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. Failure to comply with this Article IV shall result in an eviction from the Community.
- B. Any tenancy existing in a Home at the time of the Community acquisition by the Cooperative may continue, and that Home shall be “grandfathered” from the requirement that all Homes be owner-occupied. Upon any voluntary or involuntary termination or expiration of such a tenancy for any reason, the grandfather status shall be lost and the Home may not continue to be rented out and shall become owner occupied. Tenants allowed under this section are not eligible for Membership.
- C. 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. The vote of the Board of Directors shall be maintained in the official records of the Cooperative.

### **4.2 All Home Sales**

- A. Any Homeowner who plans to sell their Home shall give written notice to the Property Management Company when a Listing Contract is signed, if using a real estate agent. If the Homeowner is selling without an agent, notice shall be given when marketing of the property begins. Failure to give notice shall result in thirty (30) days’ additional Ground Space Unit Rent.
- B. Notice to the Property Management Company stating the intention to sell a Home in place shall contain the estimated date of the listing, 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 (obtained from the Property Management Company) regarding the requirement that all buyers become Members of the Cooperative. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement or contract to purchase a Home in the Community. 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 Homeowner or the Homeowner is in breach of any other obligation to the Cooperative, the Board of Directors may consent to the transfer as requested by that Homeowner for the sale of their Home to a new buyer, but may insist that the consent or transfer of Home ownership be held until such time that those amounts due and owing the Cooperative and other breach of obligations is in written agreement by all parties. A written payment plan shall be recorded with the Membership Agreement upon acceptance and transfer of the Home.

- D. A purchaser of a manufactured home in the Community must receive from the seller a resale certificate that outlines the details of the condition of the ground space unit/lot and any requirements or assessments due on the specific ground space unit/lot within 15 calendar days of signing an agreement of sale (contract) to purchase the manufactured home.

#### **4.3 Sale of Member Homes**

- A. For a period of thirty (30) days following the delivery of the notice to the Board, if the selling Homeowner 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, the selling Homeowner shall accept the offer from the low- or moderate-income family or individual. The Board may authorize the sale to someone other than a low- or moderate-income family or individual at the request of the selling Homeowner in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling Homeowner.
  - B. A low- or moderate-income family or individual shall be defined as a family or individual whose total income does not exceed eighty percent (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.
  - C. 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.
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#### **4.4 Vacant Ground Space Lots**

Any Ground Space Unit (ground space lot) in the Community that becomes vacant (other than a temporary vacancy when a Member of the Corporation replaces his or her existing manufactured home with a new or different one), shall be leased by the Board of Directors to a low- or moderate-income household approved for Cooperative Membership; provided, however, that if after advertising the Ground Space Unit (ground space 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 Ground Space Unit (ground space lot) to any suitable household. The Board will keep a waiting list for these purposes.

#### **4.5 Replacements by Homeowner**

Any Member planning to replace an existing home must provide the Property Management Company with a detailed plan, within 30 days of replacement, that includes Make and Model of new Manufactured Home, the removal and disposition of current home, the need, if any, for temporary land, the contractor responsible for the removal and disposition of the current structure and the installation of the new structure.

### **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. Fifty (50%) percent 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 3.2A) shall be ineligible to vote upon any matter and shall not be counted toward a quorum.
  - C. There shall be no voting by proxy.
  - D. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned. Once a quorum has been achieved, a majority vote of Members present shall be required to approve any motion. The Members may only consider motions related to agenda items that are properly noticed before the meeting in accordance with these Bylaws.
  - E. Full adoption or repeal of the Cooperative Bylaws or the Cooperative's Community Rules require at least a majority vote of the total Membership of the Cooperative.
  - F. Amendments to the Cooperative Bylaws and the Cooperative Community Rules may be approved 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 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 prior to the vote.
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- 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 a majority of the entire Membership. A copy of the motion and vote must be kept on file with the Cooperative's Membership meeting minutes. 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 three (3) days.

## 5.2 Annual Meeting

- A. The Annual Meeting of the Members shall be held in the month of August each year in Upper Mount Bethel, PA or a place designated by the Board of Directors within ten (10) miles of the Community. An Annual Meeting of Members is to be held once a year.
- B. The Board shall give written notice of the Annual Membership Meeting not less than ten (10) calendar days nor more than thirty (30) calendar days before the date that such a meeting is to be held. Such written notice shall be given in writing to each Member at his/her address, and 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 Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Cooperative shall be made available to each Member

no later than ten (10) days before the Annual Meeting for approval by the Membership at the meeting.

- D. The Board shall recommend for the approval by Membership, the annual budget with proposed future Ground Space Unit Rent. 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, including any rent increase, 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 at least ten (10%) percent of the Members of the Cooperative. 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 thirty (30) days after receipt of such demand.
- B. 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 ten (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.

### **5.4 Notice to Members**

- A. Any notice required to be given to any person under the provisions of this subpart or by the Articles of Incorporation or the Bylaws of the Corporation shall be given to the person or home either personally or by sending a copy thereof:
  - i. By first class mail to the person's postal address appearing on the books of the Cooperative. Notice under this subparagraph shall be deemed to have been given to the person entitled thereto when deposited in the United States mail.
  - ii. If a Member provides a written request to the Cooperative to receive electronic notice, e-mail or other electronic communication may be substituted for the purpose of notice. Notice under this subparagraph shall be deemed to have been given to the person entitled thereto when sent.
- B. A notice of meeting shall specify the day, hour and geographic location, if any, of the meeting and any other information required by any other provision of this subpart.

## **ARTICLE VI**

### **Board of Directors**

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

- A. The Board of Directors shall consist of seven (7) Members who are in good standing with the Cooperative.
- B. Directorships will not be denied to any person on the basis of the protected classes listed in Article 3.2. To be eligible to serve as a Director, an individual must be a resident homeowner of a Home 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**, except that at the first election, **the President, Secretary and one (1)- at Large Director** will be elected for one (1) year terms. No person may serve for more than **three (3) consecutive two (2)-year terms regardless of position**.
- D. No more than one (1) individual from each Member household may serve on the Board of Directors at any given time.

## 6.2 Election of Directors

- A. The Board of Directors shall be elected by the Membership at the Annual Meeting or a Special Meeting of the Cooperative. 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 director position as well as those directors serving at large.
- C. A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the director position to be filled and those nominees known in advance of the meeting. It shall also clearly state that other nominees may come from the floor. Ballots will be handed out to each Member Household who has signed in at the Annual Meeting. Ballots shall be collected in a ballot box and counted prior to the adjournment of the meeting.
- D. The Board of Directors may allow for an absentee ballot for the following reasons: ***hospitalization, shift work, infirmity, out of state***. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, 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 may not be counted towards a quorum. Ballots must be submitted using a double-blind process with only the outer envelope containing the voting Member Household name or number. Absentee ballots shall be opened by the Board Secretary, recorded as an absentee ballot, and then removed from the envelope to be placed anonymously in the ballot box.

## 6.3 Powers

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations. All policies which do not require Membership approval as stated in **Article 10.3**, or as otherwise specified herein, 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 shall require Member approval.
- D. The Board of Directors may from time to time set up committees and/or ad-hoc groups to work on specific responsibilities, with the committee members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much

authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.

- E. Notwithstanding anything to the contrary set forth herein (including any Addenda, exhibits or attachments hereto) if any amendment to the Articles of Incorporation or Bylaws is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provision of the bylaws that is defective, missing or inconsistent with any other provision thereof or if an amendment is necessary in the judgment of the Board of Directors to comply with any statute, regulation code or ordinance which may now or hereafter be made applicable to the Cooperative, then, at any time and from time to time, the Board of Directors may at its discretion, and in consultation with legal counsel, effect an appropriate corrective amendment without the approval of the Members.

#### **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 thirty (30) days to return to good standing before removal by a Board vote.
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- 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 ten (10)-day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after:
    - i. If initiated by the Board of Directors- a majority vote of the Board of Directors, or
    - ii. If initiated by a Membership Petition- after the Board of Directors receives a written petition requesting the proposed removal, signed by at least ten percent (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 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 thirty (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 ten (10) days in advance of the meeting date.

- F. Any Director who misses more than two (2) Board meetings in a twelve (12)-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 Board present at any regular or special meeting of the Board of Directors. The Director so appointed shall serve the remainder of the term vacated. The Board of Directors shall post all vacancies along with the notice of Board meeting where the appointment will be decided.

## 6.7 Compensation

Directors shall serve without compensation but shall be entitled to reasonable reimbursement for expenses incurred while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may not simultaneously serve on the Board and receive compensation for services, products, or contracts, and may not be employed by the Cooperative.

## ARTICLE VII Officers

### 7.1 Roster of Officers

The Officers of the Corporation shall consist of a ***President, Vice President, Secretary, Treasurer, Operations Manager, and two Directors At-Large***. All Officers are Directors of the Cooperative and must meet the requirements for being a Director set forth in Article 6.1.

### 7.2 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.

### 7.3 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.

### 7.4 Secretary

The Secretary shall keep the records of the Cooperative. Amendments to the Bylaws and Community Rules shall be typed, noted, dated and maintained with the Cooperative records. Copies of all amended documents shall be made available to the Membership. The Secretary 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 may also be responsible for posting meeting notices, drafting 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.

## **7.5 Treasurer**

The Treasurer is responsible for overseeing the management of all Cooperative funds. This is done by acting as the liaison between the Board of Directors and Community Management Company on a regular 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 Treasurer Report. The Treasurer 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.

## **7.6 Operations Director – Community Infrastructure Systems**

The Operations Director – Community Infrastructure oversees completion of approved Capital Projects, strives for uninterrupted performance of the water supply, wastewater treatment, street lighting systems and associated buried lines are maintained and repaired to minimize outages. The Operations Director ensures that the Procurement Policy is adhered to when obtaining vendor contract cost estimate for completing the work required to meet the Scope of Work for the project, coordinates completion of the Scope of Work and contractor cost estimate with the Project Management Company. Duties also include completion of the Scope of Work & obtaining vendor contract for underground water leak detection and repair. The Operations Director shall chair any Infrastructure Capital Projects Committee and will ensure that operations and management related policies are in place and adhered to. This position is responsible for working in conjunction with the project management contractor to prepare the capital budget for the upcoming year for membership approval and ensure costs incurred remain within the approved current budget.

## **7.7 Maintenance Director - Community Maintenance.**

The Maintenance Director – Community Maintenance is responsible for ensuring that the Community Buildings, Community Grounds, streets, sidewalks and Pool are maintained, and the operations remain uninterrupted and presentable. This is done by creating and implementing an annual maintenance calendar. The Maintenance Director ensures this calendar is created and implemented. The Maintenance Director ensures that the Procurement Policy is adhered to when obtaining contractor bids for maintenance and purchasing goods in cooperation with the Project Management Company. The Maintenance Director procures contractor cost estimate with the Project Management Company for annual landscaping and snow plowing services are obtained and ensures completion of the Scope of Work was prepared to meet the needs of the community. The Maintenance Director also ensures that costs incurred are within the approved budget. These responsibilities are not inclusive and subject to change.

## **7.8 At- Large Director**

At-Large Directors serve as a voting member of the Board of Directors. The At-large Director will oversee the development, publishing, and distribution of a monthly newsletter as part of the At-Large Director duties. The At-Large Director may be asked to serve either as a member or chair of a committee or as an apprentice to learn one or more of the officer positions on the Board. The At- Large Director is a strong advocate for community engagement and empowerment of the Membership of the Cooperative.

## **7.8 Board of Directors Voting Powers**

Notwithstanding anything to the contrary set forth herein, the Board of Directors shall not have the authority to change bylaws relevant to the following subsections without a meeting of all Members pursuant to the Terms of Section 5.3 hereof: (i) relating to amendment of voting provisions, (ii) relating to board of directors, (iii) relating to selection of directors, (iv) relating to the removal of directors by the members, (v) relating to the removal of the directors by the Board of Directors, (vi) relating to the voting rights of the directors, (vii) relating to classes and qualifications of membership, (viii) relating to rights of Members (ix) relating to regular meetings, (x) relating to quorum, (xi) relating to action by members, (xii) relating to voting rights of members, (xiii) relating to voting procedures, (xiv) relating to termination and transfer of membership, (xv) relating to voting powers and other rights of members, and (xvi) relating to pre-dissolution provision for liabilities. In the event of a conflict between this Section 7.7 and Section 6.3(E), the terms of Section 6.3(E) shall prevail, and the Board of Directors shall proceed in accordance with that Section.

## **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 three (3) days before the meeting. The Board shall have the sole discretion to establish the agenda for all regular meetings.

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### **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 (3) days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

### **8.3 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. Decisions may not be made in Executive Session, where minutes are not kept. Decisions must be made in the form of a motion at the conclusion of the Executive Session and back into the open meeting.

### **8.4 Notice**

Written notice stating the place, day, hour and agenda of all Board meetings, regular and special, should be posted in a common area no less than three (3) days before any meeting.

### **8.5 Quorum**

At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established. A Director may attend by telephone if they can hear and be heard by everyone attending the meeting, and such Director is included in a quorum count.

## **8.6 Action without a Meeting**

- A. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the 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 common place within three (3) days.

## **8.7 Proxy Voting Prohibited**

Proxy voting of the Board of Directors 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 reasonable and documented 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 limited to the reasonable and documented 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 Corporation, indemnity for his or her reasonable expenses including reasonable and documented 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 two Directors. The Board will authorize by approval or 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 checks disbursing funds from any of the Cooperative's accounts will require the signatures of at least two (2) Directors, or contracted agent.
- B. Any decisions that may commit expenditures of ***three thousand dollars (\$3,000)*** or more of Cooperative resources within a 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 appear in the Member-approved Capital Improvement Plan and that exceed ***five thousand dollars (\$5,000)*** within a 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 Corporation 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.

### **10.5 Inspection of Books and Records**

- A. Records of the Cooperative shall be open to the Members. Request for copies (paper or electronic) may be requested and shall be provided within **three (3)** business days of any Member's request. Items are limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters. Requests for substantial paper copies of any of these materials, will be subject to charges for copying and printing.

- B. The Treasurer will be responsible for ensuring that the annual financial audit 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 **September** 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 requirements of state law and any lender(s).

## 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. Subject to approval by the PA Attorney General's office and if necessary, the Orphan's Court.
- B. 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.
- C. Any surplus remaining after the distributions in paragraphs A and B 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.

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## **ARTICLE XI** **Rules of Procedure**

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In case of any question not covered in these Bylaws or adopted Board policies, the Pennsylvania Real Estate Cooperative Act shall govern, along with the guidelines in **"Parliamentary Procedure for Manufactured Housing Community Corporations"** as published by the *Management Guide* © 2003, 2007, 2016 ROC USA, LLC or the foundation document, *The Standard Code of Parliamentary Procedure, Fourth Edition*, by Alice Sturgis, 2001).

## **CERTIFICATION**

I hereby certify that these Bylaws were adopted by the Membership of **Evergreen Village Cooperative, Inc.**, at its meeting held on April 30, 2022. Bylaw revisions were adopted at member meeting held August 24, 2024.

Name: *Kathleen Robinson*  
box SIGN 4679W5PW-4WPW2Y93  
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 <https://www.ica.coop/en/cooperatives/cooperative-identity>.*