

**BY-LAWS of
Medvil Cooperative**

- 1.1 The name of this Corporation shall be Medvil Cooperative, hereinafter referred to as the "Cooperative", located in Goffstown, County of Hillsborough, State of New Hampshire.

PURPOSE

- 2.1 The purpose for which this Corporation is formed is to own and operate manufactured housing at Medford Farms and The Village of Glen Falls, hereinafter referred to as the "Park", as a Cooperative (RSA 301-A) and be involved in other cooperative activities, on a nonprofit basis for the benefit of the residents.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the Park 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 Certificate of Organization, the Cooperative will conduct its business in a manner designed to preserve the affordability of the sites within the park for low to moderate income homeowners.
- 2.3 The Park will continue to be operated for the purpose of providing housing for occupancy by at least one person 55 or over.
- 2.4 This housing Cooperative shall provide, to the extent practical given its affordable housing mission, significant facilities and services specifically designed to meet the physical or social needs of persons 55 or older. These significant services and facilities specifically designed to meet the physical or social needs of older persons may include, but not be limited to:
- (1) Programs designed to provide a social life for residents;
 - (2) Recreational programs;
 - (3) Information services;
 - (4) Assist residents with the maintenance and upkeep of common grounds;
 - (5) Making continuing efforts to maintain the affordability of the Park for moderate and/or low-income individuals.
- 2.5 The Board of Directors shall publish and adhere to policies and procedures, which demonstrate intent by the Cooperative to provide housing for persons 55 years of age or older. The following factors shall be examined in determining whether the Cooperative has complied with the requirements of this section:
- (1) The Cooperative shall be described to prospective residents as housing for older persons;
 - (2) Any advertising designed to attract prospective residents shall indicate that it is intended for older persons, without advertising that the housing is an "adult community" or "adult housing";
 - (3) The Board of Directors shall adopt procedures for verifying ages of occupants;
 - (4) Rules shall state the intent to operate as housing for older persons; and
 - (5) The actual practices of the Board and/or Membership Committee shall ensure that the housing is maintained as housing for older persons.
- 2.6 The Board of Directors shall monitor and take all necessary action to ensure that 80% of the units occupied are occupied by at least one person 55 years of age or older.

MEMBERSHIP

- 3.1 A "Member" is defined as the adult (18-years or older) individual(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who:
- (1) own and reside in a manufactured housing unit (hereinafter referred to as the "Unit") in the Park and the other adult Members of their household who have signed an Occupancy Agreement, being the "ultimate consumer(s)" of the housing opportunity provided by the Cooperative. A person is seen as owning or co-owning a Unit if he or she owns the Unit directly or through his or her "living" or "Grantor" trust. A "Grantor" or "living" trust is any trust that is established by an individual under such terms as: (1) appoint himself or herself as the trustee during his or her lifetime (and or competency); (2) is revocable by him/her; and (3) designates himself or herself as the beneficiary for his/her/their lifetime.
 - (2) is/are in good standing with the Cooperative. A "Member in good standing" is a Member whose carrying charges (lot rent) and Membership fees are current or has signed an agreement satisfactory to the Board of Directors to bring these charges and fees current.
 - (3) 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 housing park.
 - (4) All occupants of the unit must sign an Occupancy Agreement to be a "Member in Good Standing".
 - (5) Residents may not be employed nor have immediate family employed by the cooperative as this is considered a conflict of interest in this volunteer managed cooperative.
- 3.2 Upon continued payment of the lot rent and compliance with the other terms of the Occupancy Agreement, the By-laws of the Cooperative and the Rules and Regulations established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said lot.
- 3.3 Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.
- 3.4 Buyers or owners seeking to reside in a Unit and lease a lot in the Park must become Members of the Cooperative. Buyers and 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 the Membership fee in full;
 - (4) execute an Occupancy Agreement;
 - (5) have a contract to buy and intent to occupy a Unit in the Park; and
 - (6) commit to the purposes and policies of the Cooperative including the Park Rules and these By-laws. A person is considered a buyer or owner if he or she seeks to, or does own or co-own, a Unit 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 Unit 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 his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

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- 3.5 The Membership fee shall be five hundred dollars (\$500). This is the par value. There is no book value. (Membership fees accumulate no interest.)
- 3.6 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, or a fully executed and accepted Subscription Agreement, shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of their lot in accordance with the Occupancy Agreement, provided that the holder also abides by the rules and regulations 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 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 park 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.
- 3.7 The Board of Directors reserves the right to use all or part of a Member's Membership fee to pay any debt due to the Cooperative, or expenses incurred, as a result of a Member's actions or misactions, 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".
- 3.8 All Members and non-Members are required to pay their carrying charge (monthly "rent"). This carrying charge ("rent"), initially established by the Membership of the Cooperative, may be increased by a majority vote of the Cooperative Board of Directors or by a majority vote of the Membership, consistent with Article 5 of these By-laws, with a sixty (60) day written notice to all Members and non-Members.
- 3.9 Any Member whose activity in the Cooperative is contrary to basic Cooperation principles or who endangers the effective operation of the Cooperative may be expelled from Membership in the Cooperative by the Board of Directors. Loss of Membership carries with it loss of privilege to lower carrying charges (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 Member's certificate or subscription shall be repurchased at par value, less any debts owed and expenses incurred by the Cooperative on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. The Member shall have the right to appeal at the next Membership meeting and will be given a reasonable opportunity to be heard, either in person or by counsel. The appealing Member may call a Special Meeting for this purpose in accordance with the By-laws, Article 7.3. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of 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.
- 3.10 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.

HOME SALES AND RENTALS OF UNITS

- 4.1 Any Member or non-Member who plans to move their Unit out of the park shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in 30 days additional carrying charges.
 - 4.2 Notice to the Board of Directors stating the intention to sell a Unit in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Cooperative. The seller shall be responsible to correct any rules violations regarding upkeep of the home and lot and to correct any grandfathered rules violations prior to buyers being issued a landowner's consent. In the case of a hardship and the home being sold "as is", the board may waive improvements if the buyer(s) agree in writing to make the corrections within 90 days of the purchase. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase & Sales Agreement. See the exception for certain trust transfers contained in paragraph 3.6, which applies here as well.
 - 4.3 For a period of thirty (30) days following the delivery of the notice to the Board, the Member may sell only to a lower-income family or individual. During this thirty (30) day period, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the Member shall accept the offer from the lower-income family or individual. Provided, that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling Member.
- Pursuant to Amendment adopted on April 26, 2008, the following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this cooperative:
- 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, or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.
- 4.4 A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
 - 4.5 Any lot in the park that becomes vacant (other than a temporary vacancy when a member of the Cooperative replaces his or her existing manufactured home with a new or different one), shall be leased by the Board of Directors to a lower-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 lower-income household reasonably capable of affording the unit and living in the park, the Board of Directors may lease the lot to any suitable household. The Board will keep a waiting list for these purposes.
 - 4.6 If the Cooperative is owed money by the resident or the resident is in breach of any other obligation to the Cooperative, the Board of Directors may sign a deed, as requested by that resident for the sale of his/her/their Unit to a new buyer, but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's unit for those amounts due and owing the

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Cooperative. See RSA 477:44 and 205-A:4-a. The deed shall only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative.

Pursuant to Amendment adopted April 26, 2008, the following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this cooperative:

Notwithstanding rights of the Cooperative under RSA 205-A:4-a or other law, any holder of a Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Cooperative Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Cooperative's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Cooperative shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

- 4.7 The Board of Directors shall purchase the Membership interest from said Member household by paying them the interests par sum, 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.
- 4.8 Rental or leasing of manufactured housing units in the park shall not be allowed unless approved by the Board of Directors or were approved for rental or lease prior to the sale of the Parks. 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.

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- 4.9 Any Member in good standing may be allowed to purchase a home in Medvil Cooperative for the purpose of renovating and refurbishing the home for re-sale or for the purpose of removing the home from the park. Any Member purchasing a home will be responsible for any indebtedness to the Cooperative or other encumbrances on the home, such as real estate taxes. The purchaser must show an ability to pay the carrying costs for the home including, but not limited to, the lot rent, town taxes, utilities, and other such expenses while they own the home. The lot rent will be at the Member rate for one (1) year. The determination of whether or not the purchaser has the ability to pay the carrying costs for the new home shall be determined by the Board of Directors, in its sole discretion. The Board of Directors must approve the purchase of a home by a Member in good standing in advance of the purchase. The second home shall not be rented and is exempt from consideration under Bylaw 4.8 regarding hardship. The home must be placed on the market for re-sale within one hundred eighty (180) days of the purchase and must be sold in accordance with all other Bylaws relating to selling a home in Medvil. If the home is not placed on the market for re-sale within one hundred eighty (180) days, the Cooperative may consider eviction. Homes may also be purchased by Members for the purpose of replacing their existing home in which case the Member must move into the new home within one hundred eighty (180) days of purchase and their existing home shall be placed on the market for sale within the one hundred eighty (180) day time frame. The home that is not occupied by the Member shall incur rent at the non-Member rate twelve (12) months from date of purchase. The temporary, second home does not require or imply a second Membership for purposes of Membership voting rights nor does it require a Membership fee; however, the Bylaws and Park Rules apply to the property and its overall appearance.

VOTING

- 5.1 One third of the current Membership shall constitute a quorum at a Membership meeting. There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned. If a quorum has been achieved, any motions for consideration shall be approved by a majority vote of Members present except for motions affecting the By-laws and Park Rules.
- 5.2 A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the slate of nominees and their address. The sealed ballots shall be opened at the Membership meeting. The Board of Directors may allow for an absentee ballot for the following reasons: hospitalization, shift work, infirmity, or out of state. Local absentee ballot requests 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) or more days before the meeting and it must be received by the Cooperative prior to the meeting. Absentee ballots may not be counted towards a quorum.
- 5.3 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.
- 5.4 The By-laws of the Cooperative and the Park Rules shall be adopted or repealed by a majority vote of the entire Membership.
- 5.5 The By-laws and the Park Rules may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members 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.
- 5.6 Any decision that may commit an expenditure of three thousand dollars (\$3,000) or more of Cooperative resources, that does not appear in the approved annual budget, shall be made by the Membership at an annual, special, or regular meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed five thousand dollars (\$5,000) 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.
- 5.7 The Membership shall adopt a Conflict of Interest Policy for the Cooperative.

FISCAL YEAR

- 6.1 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of December of each year. The Cooperative shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of RSA 301-A:30.

ANNUAL AND SPECIAL MEETINGS

- 7.1 The Annual Meeting of the Members shall be held in the month of November each year in Goffstown, NH or a place designated by the Board of Directors within ten miles of the Park. An Annual Meeting of Members is to be held at least once a year. RSA 301-A:21.
- 7.2 Notice of the time and place of the Annual Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at his/her address, and posted and maintained at a common area not less than ten (10) days prior to the date of the meeting. RSA 301-A:23. 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 Annual Meeting.
- 7.3 Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the Members. 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. 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. RSA 301-A:22.
- 7.4 In case of any question not covered in these By-laws, RSA 301-A, RSA 293-A or adopted Board policies, the guidelines in "Parliamentary Procedure for Manufactured Housing Park Cooperatives" as published by the New Hampshire Community Loan Fund in the *Management Guide*, or the foundation document, *The Standard Code of Parliamentary Procedure, Fourth Edition*, by Alice Sturgis, 2001 shall prevail.

BOARD OF DIRECTORS

- 8.1 The Board of Directors shall consist of nine Members who are residents and owners of a manufactured housing unit in the park, in good standing with the Cooperative, and who have not been previously removed from the Board for negatively affecting or endangering the operations of the Cooperative. The Board of Directors shall be elected by the Membership at an Annual or Special meeting of the Cooperative. All newly elected Directors will take office after the election.
- 8.1.5 All Board of Directors will sign a confidentiality agreement prior to/or at first attended Board of Directors meeting following elections. All confidential information shall remain confidential after a board member's term is over.
- 8.2 At each election for Directors, every Member entitled to vote shall have the right to vote for as many persons as there are Directors to be elected.
- 8.3 All Directors shall serve for a term of two (2) years, except that at the first election, the Treasurer, Vice President and two (2) Directors will be elected for one year terms. Directors, after they have served during three consecutive terms or a total of six consecutive years, must wait for two full years before serving again.
- 8.4 Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any regular meeting of the Board of Directors. The Director so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 8.3 of these By-laws.
- 8.5 Two (2) Directors signatures are required on checks and legal documents. No more than one (1) individual from each Member household may have signing authority or serve on the Board of Directors.
- 8.6 The Board of Directors shall be responsible for oversight of the day-to-day management and control of the Cooperative operations. The Board of Directors may from time to time set up committees and/or ad-hoc groups to work on specific responsibilities. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.
- 8.7 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 Park.
- 8.8 Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, and hour 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.
- 8.9 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 and minutes are not kept. Decisions

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must be made in the form of a motion at a public meeting.

- 8.10 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.
- 8.11 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.
- 8.12 Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses paid 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 receive compensation as employees of the Corporation or for their freely executed contracts approved by the Board or Membership as the case may require, as long as the contract does not create a conflict of interest. Directors receiving compensation shall recuse themselves from any votes affecting that compensation.
- 8.13 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 a majority vote of the entire Board of Directors or after the Board of Directors receives a written petition requesting the proposed removal, signed by at least ten percent (10%) of the Membership. Said resolution shall clearly state that a majority vote of the Membership will be needed to remove the Director. The notice shall state the date, time, and place of the meeting where said vote will be taken. Vacancies on the Board of Directors, which result from a removal vote of the Membership, shall be filled in accordance with Article 8.4 of these By-laws. This section does not restrict any Director's voluntary resignation from the Board of Directors or from office.
- 8.14 Any action which is urgent that requires a decision prior to the next regularly scheduled Board of Directors meeting, such as a Membership approval, shed approval, and other time sensitive decisions, may be taken by electronic means (e-mail). Authority for such action commences when all of the existing Directors respond with an affirmative vote. A copy of the electronic votes will be kept with the minutes and read at the next meeting of the Board of Directors.

OFFICERS

- 9.1 The Officers of the Cooperative shall consist of a President, Vice-President, Secretary, Treasurer, Operations Director, and four Directors 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 paragraph 8.1.
- 9.2 Officers (All Board Members) shall be elected by the Membership at a Membership Meeting, or as stated in 8.4 for Board vacancies
- 9.3 The President shall serve as Chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general administration of the Cooperative according to the guidelines established by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the objectives of the Cooperative.
- 9.4 The Vice-President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him/her by either the Board or the President. He/she shall report on the activities of the President to the Board in the absence of the President.
- 9.5 The Secretary shall keep the records of the Cooperative and these By-laws. Amendments to these By-laws shall be typed, noted, dated, and maintained with these By-laws, and copies distributed to the Membership. He or she shall keep a true record of the proceedings of all meetings of the Directors and Members. If the Secretary is absent from any such meetings, the Chair may request that some person act as a recording secretary to take the minutes. The Secretary shall also be responsible for posting meeting notices, typing correspondence, and maintaining and updating Membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.
- 9.6 The Treasurer will oversee a contracted bookkeeper or a management company that is under contract. Disbursements, collections, invoicing, and financial documents, e.g. previous fiscal year's information, returned checks, monthly reconciliation of accounts, etc., will be overseen by the Treasurer. Treasurer will insure that all checks drawn on Cooperative accounts are signed by two (2) of these officers, President, Vice President, Treasurer or Secretary. A qualified contracted bookkeeper or a management company under contract will gather, prepare and manage the financial data and reporting of Medvil Cooperative financial information. Financial data will be electronically maintained, off site, by a contract bookkeeper or a management company that is under contract. Backup procedures must be monitored by Treasurer. The Treasurer will receive and disseminate financial information and reports to the Medvil Board of Directors and the membership.
- 9.7 The Operations Director (OD) is responsible for all maintenance needs that are the obligation of the Cooperative. This position requires overall effective leadership, development and implementation of service standards and procedures, reporting of weekly and monthly work in progress: creating annual projected maintenance budgets and submitting input to the Capital Improvement Plan (CIP). The OD reports to and is answerable to the B.O.D. The operations Director is supported by the Property Maintenance Manager (PMM), who reports to and is answerable to the OD. In the absence of the OD, the PMM reports to the Board President. Further explanation of the Job Description/Responsibilities of the OD and PMM may be found in the policies of the Board of Directors.

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- 9.8 All Officers of the Cooperative shall, subject to these By-laws 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.
- 9.9 Each Officer, Director, employee, and agent handling funds or securities amounting to \$1,000 or more in any one year shall be covered by adequate bond in accordance with RSA 301-A:29.

INDEMNITY

- 10.1 The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Cooperative.
- 10.2 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, malfeasance 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.
- 10.3 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.

RECORDS

- 11.1 The records of the Cooperative shall be kept by the Directors then in office and transferred to newly elected Directors upon change over. Records of the Cooperative shall be kept for the periods indicated by the following schedule:
 - a. Certificate of Organization, By-laws (originals and changes), Board lists and Minutes (Membership and Board); as long as the corporation exists plus seven (7) years.
 - b. Financial Records (Accounts Receivable, Accounts Payable, and Checkbooks); three (3) years, more if there is a recent or pending lawsuit.
 - c. Membership records two (2) years.
- 11.2 Records of the Cooperative shall be open to the inspection of any Member at a reasonable time and place within 48 hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session, and individual collection matters.

DISSOLUTION

12. Dissolution of the Cooperative shall be as outlined in RSA 301-A:33. 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:
 - I. (a) the par value of the Membership certificates or shares shall be returned to the Members. Amounts paid on subscriptions shall be returned to subscribers. The amounts allocated in distribution of net savings under RSA 301-A:28 shall be returned to those Members entitled to them.
(b) If, after paying all debts and expenses, there are not adequate assets remaining to return the par value to all Members, then the remaining assets shall be distributed to the Members and subscribers in proportion to the amounts paid in by each Member on their Membership fee.
 - II. Any surplus remaining after the distribution in Paragraph I (a) or (b) may be distributed as a contribution to any Cooperative association or other non-profit association to which contributions are deductible from income tax under current Internal Revenue Service regulations, selected by a majority vote of the Membership.

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RSA's available on request.

MEDVIL COOPERATIVE BY-LAWS

Total of 13 Pages - Approved on November 14, 2015 by the Membership of Medvil Cooperative.

Signed /s/ Susan Soule _____, Secretary