

BYLAWS

BT Inc.

ARTICLE I

- 1.1** The name of this Corporation shall be BT Inc. herein after referred to as the “Corporation,” located in Rock Tavern, Town of New Windsor, County of Orange, State of New York, and was formed under the New York Not-for-Profit Corporation Law.

ARTICLE II

Purpose

- 2.1** The purpose for which this Corporation is formed is to own and operate a manufactured housing senior living community (commonly known as the “park”), herein after referred to as the “Community,” as a Corporation and be involved in other Corporation activities, on a non-profit, “cooperative” basis for the benefit of the current and future resident homeowners.
- 2.2** The broad purpose is to gain control of the rental costs, preserve the Community for the current residents, to insure that the park is a senior living community, and to keep it affordable long term for low and moderate-income individuals and families. In accordance with the purpose stated in the Corporation’s Certification of Incorporation, the Corporation will conduct its business in a manner designed to preserve the affordability of the sites within the community for low to moderate income homeowners.

ARTICLE III

Members

3.1 Eligibility

A “Member” is defined as 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:

- A. Own and reside in a manufactured housing unit (herein after referred to as the “Home”) in the Community and any spouse who has signed an Occupancy Agreement and the other additional adult occupants listed on the Occupancy Agreement. An individual is deemed to own a Home if he or she owns the Home directly or through his or her “living” or “Grantor” trust. A “Grantor” or “living” trust is any trust that is established by an individual whereby (among other things): (1) the individual appoints him or herself as the trustee during his or her lifetime (and/or competency); (2) the trust may be revoked by him or her; (3) the individual designates him or herself as the beneficiary for his, her or their lifetime; and (4) the trust is otherwise considered a grantor trust for income tax purposes under sections 671-679 of the Internal Revenue Code.

- “Ownership” of a home shall include, where appropriate, persons purchasing a home under a lease purchase or contract of sale, which is current and in good standing, are brought into good standing by agreement acceptable to the Board of Directors, where the home buyer has some established equity in the home.
- B. The Board may approve for Membership and issue a Certificate of Membership to an individual as the “owner” of a Home if such individual is under a binding contract to purchase the Home (whether under a lease to purchase or other form of contract of sale), such individual is not in default in the performance of his or her obligations under such contract and has some established equity in the Home.
 - C. Is/are in good standing with the Corporation. A “Member in good standing” is a Member whose lot rent and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring any delinquencies in these rents and fees current; is not in violation of these Bylaws, the Occupancy Agreement and Community Rules.
 - D. Is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Corporation and in the operation of the community.
 - E. Notwithstanding any provision in these Bylaws to the contrary, pending the issuance of a no-action letter by the New York Attorney General’s Office pursuant to 13 CCR-NY 22.8, Membership Fees shall be held by the Corporation in escrow and in trust for the benefit of the Members pursuant to NY General Business Law Section 352-e(2-b) and 352-h along with the Certificates of Membership documenting the vesting of the Membership interests. Members whose Membership Fees and Certificate of Membership are held in trust pursuant to this paragraph and who owned homes in place at the time the Corporation purchased the Community shall be entitled to exercise Membership Rights as set forth in these Bylaws.

3.2 Membership Rights

- A. A Member will have a perpetual right to occupy a Lot within the Community as long as payment of the Lot rent for the Home is current and the Member and each person in the Household comprising the Member complies with the other terms of the Member Occupancy agreement, the Bylaws of the Corporation and the Community Rules established by the Members, all as they may be amended from time to time. However, if a Member’s interest is terminated as provided in these Bylaws, that Member may lose that Member’s right to occupy said lot.
- B. Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest regardless of the number of homes he/she owns.

3.3 Membership Obligations

- A. As a Senior Living Community, each home shall be occupied by persons who are 55 years of age or older, and each Member shall provide verification of the age of the occupants in their home. Verification shall consist of one (1) of the following: (a) a driver’s license, (b) a birth certificate, (c) a passport, (d) an immigration card, (e) a

military identification card, (f) any other state, local, national, or international official document containing a birth date of comparable reliability, or (g) a certification in a lease, application, affidavit or other document signed by a member of the Member's household age 18 or older, asserting that each person in the home is 55 years of age or older. Any occupants who are less than 55 years of age as of the date the Corporation acquires title to the park shall be entitled to remain in occupancy notwithstanding their age.

- B. All Members and Non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Corporation, may be increased by a majority vote of the Corporation Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, but not to exceed one time per year, except when a fee/charge/assessment is for goods or services provided by the Community unrelated to and not controlled by the Community is increased, in which case the difference in cost may be passed along in accordance with RPL §233(x). Written notice of any proposal to increase Lot rent shall be sent to the Member and Non-Member residents of the Community at least ninety (90) days prior to the date on which the proposed change is to become effective.
- C. Each Member will participate cooperatively in the operation of the Corporation.
- D. Each Member shall complete a survey at least once every two years conducted by the Board of Directors which shall include whether the home is presently occupied, if not the identities and ages of the last occupants and the date their occupancy ended, if occupied, the identities of each occupant of the home, their ages, whether any occupants are employees of the Corporation or the Managing Agent, and whether any occupants are necessary to provide a reasonable accommodation to disabled residents.
- E. A Member that chooses to receive notices of Member and other meetings via electronic mail is responsible for filing with the Secretary of the Corporation any changes to that Member's email address.

3.4 Enrollment of Members

- A. Owners of homes seeking to reside in a home and lease a lot in the Community must become Members of the Corporation. Owners seeking Membership shall:
 - (1) Apply for Membership on a form prescribed by the **Membership Committee** ;
 - (2) Provide verification of their age, and the ages of each member of their household as provide in §3.3(a) above;
 - (3) Confirm that each member of their household is 55 years of age or older;
 - (4) Be approved for Membership by a majority vote of the Board of Directors;
 - (5) Pay in full the Membership fee;
 - (6) Execute an Occupancy Agreement;
 - (7) If not then a resident in the Community, demonstrate the owner's intent to occupy a Home in the Community; and
 - (8) Commit to the purposes and policies of the Corporation including the Community Rules and these Bylaws.

- B. Owners of homes in place at the time the Corporation purchases the Community have the right to become Members without Board approval as per (4) above; but, must fulfill all other Membership enrollment conditions (1), (2), (3), (5), (6), (7) and (8) above.
- 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 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. Any transfer of a home under this subsection shall be subject to the restrictions set forth at subsection 3.4(A) above.

3.5 Membership Fee

- A. The Membership Fee shall be one hundred dollars (\$100.00). There is no par or book value. Membership Fees accumulate no interest or appreciation.
- 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 the applicable Membership Fee. This certificate shall entitle the holder (or, in the case of a living or Grantor trust, the trustee only) to occupancy of a Lot in accordance with the Member Occupancy Agreement, provided that the holder also abides by these Bylaws, Occupancy Agreement, and the Community Rules of the Corporation and does not interfere with the effective operation of the Corporation. Membership (and hence any certificate of Membership) 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, or without prior consent of the Board. Each Certificate of Membership shall have a legend to that effect prominently displayed on it. 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, 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.
- C. The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due from the Member to the Corporation, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Corporation; 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 Termination and Expulsion

- A. Any Member whose activity in the Corporation is contrary to basic cooperation principles (see copy of International Cooperative Alliance Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Corporation may be expelled from Membership in the Corporation by the Board of Directors. A Member who repeatedly violates a provision of the Certificate of Incorporation, these Bylaws, the Occupancy Agreement or Community Rules may be required by the Corporation to surrender the Member's voting power or the financial rights of Membership or both. Loss of Membership carries with it loss of all Membership privileges, including the perpetual right to occupy said lot and any Member lot rent. Any expulsion of a Member for reasons other than non-payment of Lot Rent shall be preceded by written notice given at least fifteen (15) days prior to the date established by the Board for a hearing of the charges against the affected Member. Such notice shall provide in detail the reasons for such proposed expulsion. Upon expulsion, the expelled Member's Membership shall automatically cease and the Certificate of Membership shall be repurchased for the amount of the Membership Fee paid, less any amounts due and owing to the Corporation by or on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board.
- B. The Member shall have the right to appeal the decision to terminate Membership to the next Membership meeting and will be given a reasonable opportunity to be heard, either in person or by their attorney. Members may request a Special Meeting of the Membership within a reasonable time-period and such request will not be unreasonably denied. In the absence of a 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 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.
- B. Any Member who wishes to be represented by legal counsel as the result of a Corporation action must notify the Board of this fact ten (10) days in advance of the meeting. The Member so represented shall be solely responsible for the cost of his or her attorney. In no case should the Corporation be responsible for the legal fees of the Member.

ARTICLE IV Sale and Rental of Homes

4.1 Use of Homes

- A. In order to unify the Members and make the Corporation stronger, all homes within the Community must be owner-occupied. Failure to comply with this article shall be grounds for expulsion from Membership.
- B. As the park is a Senior Living Community, all residents shall be fifty five (55) years of age or older, subject to exceptions for (a) residents in occupancy as of the date the Corporation acquires the park, (b) for employees of the Corporation and their family members residing in the same unit, provided such employees perform substantial duties related to the management or maintenance of the park, and (c) occupancy by persons who are necessary to provide a reasonable accommodation to disabled residents and who are under 55 years of age. The Board of Directors shall verify the ages of all residents as provided at subsection 3.3(A).
- C. Rental or leasing of homes in the Community *shall not be allowed*, with the exception of Corporation owned units. Any rental or leasing of a home shall be subject to qualification of the proposed tenant to the terms and conditions set forth in subsection 3.4(A)(2) concerning age verification.

4.2 All Home Sales

- A. Any Member or Non-Member who plans to sell or move their home out of the Community or demolish the home on site shall give written notice twenty (20) days in advance of that happening to the Board of Directors, except that no notice shall be required if the Members or Non-Member owner of the Home is deceased. Failure to give notice may result in the assessment by the Board of an additional 30 days of Lot rent.
- B. Notice to the Board of Directors of intention to sell a Home on its Lot 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 Corporation, and the requirement that each member of the household is 55 years of age or older. The seller shall supply the Corporation with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. No prior notice of a proposed transfer to a trust permitted by these Bylaws is required; provided, however, that the transferor must notify the Board of such transfer once it is completed.

4.3 Sale of Member Homes

- A. All sales of Member Homes are subject to the requirement that each member of the proposed purchaser's household is 55 years of age or older.
- B. For a period of thirty (30) days following the delivery of the notice to the Board, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the Member shall accept the offer from the lower-income family or individual; provided, however that the Board may authorize the sale to someone other than a lower-income

family or individual at the request of the selling Member if one of the offerors is related to an individual within the selling Member Household or where the delay in selling would pose an unreasonable hardship for the selling Member.

- C. The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this Corporation:
 - 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.
- D. 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.
- E. Within sixty (60) days of the removal or sale of a Member-owned Home or at such later date when the Corporation may do so without jeopardizing its solvency, the Board of Directors shall purchase the Membership Interest from said Member household by paying them an amount equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Corporation. The check for such purchase shall be made payable to all the adults within the Household as reflected on the records of the Corporation, or as otherwise directed in writing by all of those individuals, other than those to whom the payment is to be made.

4.4 Vacant Lots

Any lot in the Community that becomes vacant (other than a temporary vacancy when a Member of the Corporation replaces his or her existing manufactured home with a new or different one), shall be leased by the Board of Directors to a lower-income household approved for Corporation Membership; provided, however, that if after advertising the Lot for thirty (30) days, the Board does not receive an offer to lease from a lower-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. The Board will keep a waiting list for these purposes.

ARTICLE V

Membership Meetings

5.1 How the Membership Can Legally Act

- A. The Membership may act only at a properly called meeting of the Membership where a quorum is present. The presence in person of 30% of the Members entitled to cast votes at a Membership meeting shall constitute a quorum.
- B. A Member who is not in good standing (as defined by these Bylaws at Section 3.1(C)) shall be ineligible to vote upon any matter, and shall not be counted toward a quorum.
- C. 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.
- D. If a quorum has been achieved, except as otherwise provided in these Bylaws, any matter that was included in the notice of the meeting shall be approved by a majority vote of Members eligible to vote who are present at the meeting.
- E. The Bylaws of the Corporation and the Community Rules may be adopted, amended, or repealed in whole or in part 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 adoption, amendment or repeal shall be given in writing to all Members not less than ten (10) days prior to the meeting at which such action is to be taken. 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.
- F. New York law requires any action taken without a meeting of the Membership to be taken by the entire Membership.

5.2 Annual Meeting

The Annual Meeting of the Members shall be held in the month of October each year in Rock Tavern, Town of New Windsor, New York, 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 at least once a year. The Board shall give written notice of the Annual Membership Meeting, stating the date, place and time of the meeting. Such notice shall be given personally or by first class mail or electronic mail not less than ten (10) calendar days nor more than fifty (50) calendar days to each Member at his/her United States mail or electronic mail on the Membership records of the Corporation, or to such other address as the Member shall have filed with the Secretary for the purposes of such notices. The proposed annual budget of the Corporation, as approved by the Board for submission to the Members for their approval, shall be made available to each Member no later than ten (10) days before the Annual Meeting, along with

the report of the examination of the prior year's finances. If the Members shall fail to approve a budget that meets all of the Corporation's contractual obligations, the Board may approve such a budget without further vote of the Members. If at the Annual Meeting, Members will be asked to approve a Lot Rent increase as part of the proposed annual budget for the coming year or otherwise, notice of the Annual Meeting shall be sent to Non-Members as well.

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 20% of the Members, setting forth the purpose or purposes for which such meeting is called. Such Member petition may be delivered to any Director. The Board shall set the date, place and time of the Special Meeting, and shall give notice thereof, setting forth the purpose or purposes of the Special Meeting.
- B. In the event of a valid petition by the Membership, notice of the meeting date, place and time must be provided to the Membership within five (5) business days of receipt of the petition. The Special Meeting must be held not less than two (2) months, nor more than three (3) months from the date of receiving the demand for a meeting, as defined in the New York Not-for-Profit Law §603.
- C. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 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.

ARTICLE VI **Board of Directors**

6.1 Number and Term of Directors

- A. The Board shall consist of an uneven number of Directors, but not fewer than five (5) nor more than seven (7), from among the individuals over the age of eighteen (18) who are residents in Member Households in good standing with the Corporation "Directors".
- B. Directorships will not be denied to any person on the basis of race, creed, sex, religion, or national origin. To be eligible to serve as a Director, an individual must be a resident homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Corporation.
- C. Each Director shall serve for a term of **two (2) years**, or until his/her successor is elected or appointed and qualified, except that at the first election, approximately one-half of the number of Directors, excluding the Directors who are also nominated to serve as President, Vice President and Treasurer, shall be elected for one (1) year terms so as to assure a staggered Board. No Director may serve for more than **three (3) consecutive two (2) year terms**.

6.2 Election of Directors

- A. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Corporation, or at a Special Meeting held in place thereof, by a plurality of votes cast. 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 as well as those Directors serving at large.
- C. Directors shall be elected by ballot on a form approved by the Board. Ballots must be identifiable by either a Lot number or other means. Any individual meeting the requirements to serve as a Director may submit his or her name to the Secretary of the Corporation and the names of all candidates known in advance of the meeting shall be listed on the ballot. The Board shall determine how to conduct the vote for such nominees to assure they receive fair consideration. The ballots and votes for nominees from the floor cast at the meeting shall be tabulated and the results announced at the meeting.
- D. The Board of Directors may allow for an absentee ballot for the following reasons: hospitalization, shift work, infirmity, disability, and travel 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.

6.3 Powers

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Corporation operations.
- B. No Director may act on behalf of the Corporation unless duly authorized by the Board of Directors.
- C. Any matters outside of the ordinary course of business or that involve the sale or encumbrance of the Corporation's assets shall require Member approval.

6.4 Committees

The Board of Directors may from time to time set up ad-hoc committees to work on specific responsibilities, with the committee members serving at the pleasure of the Board. These committees will report to the Board and make such recommendations for Board or Member action as appropriate under the circumstances, but shall not themselves have any authority to bind the Board or the Corporation.

6.5 Resignation

Any Director may resign at any time by delivering written notice to the Secretary or President of the Board of Directors. Such resignation will take effect upon the later of receipt or the time specified in the notice.

6.6 Removal

- A. Any Director whose actions are determined to negatively affect the operation of the Corporation may be removed by a majority vote of the Members present at any regularly scheduled or Special Meeting of the Membership where a quorum is present, provided that a 10-day notice of the meeting and the impending vote has been given to any Director who may be removed and to the Members as required in Article 5.2 of these Bylaws. The submission to the Members of a vote to remove a Director may be initiated by the vote of a majority of the Board or by a petition signed by ten percent (10%) or more of the Members and delivered to the Secretary.
- B. In the event of a petition, notice and procedure should follow the process outlined in 5.3.
- C. Said Notice shall clearly advise that, once a quorum is established, a majority vote of the Members present will be needed to remove the Director.
- D. The notice shall state the date, time and place of the meeting where said vote will be taken.
- E. If the Members' petition for removal of a Director does not state that the vote to remove is requested for the next regularly scheduled meeting, or if the Board of Director lacks time to give the required notice to the Director to be removed before the next regular meeting, then the Board of Directors shall take said Petition for Removal to also be a request for a Special Membership Meeting for said purposes, and proceed in accordance with these Bylaws regarding Special Meetings, and shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such Petition. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date.

6.7 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. 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 6.1 of these Bylaws.

6.8 Compensation

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

services or products sold to the Corporation, or under any contract that would violate the Corporation's Conflict of Interest Policy, and may not be employed by the Corporation.

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 any other designated position as decided by the Membership. All Officers shall be Directors of the Corporation and must meet the requirements for being a Director set forth in Article 6.1.

7.2 Election and Removal of Officers

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

7.3 President

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

7.4 Vice President

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

7.5 Secretary

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

7.6 Treasurer

The Treasurer shall have charge of all the funds of the Corporation and shall be responsible for all disbursements and collections. The Treasurer shall be responsible, with the assistance of those professionals retained by the Board to assist the Treasurer, for maintaining all appropriate accounting and financial records of the Corporation including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Corporation accounts shall bear the signature of at least two of these four Officers: President, Vice President, Treasurer, or Secretary. As a standard fiscal control, a Member of the Corporation other than the Treasurer shall reconcile the Corporation accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.

7.7 Operations Manager

The Operations Manager sits on any committee established to oversee maintenance of the Community and is responsible for the effective upkeep of grounds and systems; developing services, standards, emergency and general repair procedures; maintaining a list of qualified trades people; obtaining bids, maximizing volunteer contributions, submitting a capital improvement plan and annual projected maintenance budgets.

7.8 Powers

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

8.2 Special Meetings

Special meetings of the Directors may be held at the call of the President or any two (2) 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 shall be 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 the open portion of regular or special meetings.

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 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 conference telephone or any other means of communication by which such Director and the other Directors at the meeting may hear and be heard by each other 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 at a meeting may be taken without a meeting upon the consent of all of the Directors. The consent may be written or electronic. If the Director's consent is in writing, it must be signed by the Director; if the Director's consent is electronic, it must be transmitted by electronic mail in a manner that clearly identifies that the transmission was authorized by the Director. A copy of the consents shall be kept on file with the records of Board meeting minutes. Authority for such action approved by consent commences when the last Director signs.
- B. A copy of the written notice with all signatures must be kept with the Board minutes and notice thereof, including the nature of the action, shall be posted in a common area of the Community within three (3) days.

8.7 Proxy Voting Prohibited

Proxy voting is prohibited.

ARTICLE IX **Indemnification and Bond**

9.1 Indemnification

- A. The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Corporation.
- B. 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 Corporation, 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 Corporation, indemnity for his or her reasonable expenses, including attorney's fees incurred in the defense of the proceeding, may be assessed against the Corporation by the court in the same or a separate proceeding if (1) the person sued is successful in whole or in part in his or her defense, or the proceeding against him or her is settled with the approval of the court; and (2) the court finds that his or her conduct fairly merits such indemnity. The amount of such indemnity shall be so much of the attorney's fees incurred and other expenses as the court finds to be reasonable.
- C. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, Officer, or employee of the Corporation, in any proceedings other than an action alleging that such person acted wrongfully against the Corporation, indemnity for his or her reasonable expenses including attorney fees incurred in the defense of the proceeding may be paid by the Corporation 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 Corporation; 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 Corporation will be signed and executed by the President and one other Director. The Board will authorize by written resolution all final documents to be so executed. No more than one individual from each Member household may have signing authority.

10.2 Disbursement of Funds

- A. All checks disbursing funds from any of the Corporation's accounts will require the signatures of at least two (2) Directors. No more than one individual from each Member household may have signing authority.

- B. Any decisions that may commit expenditures of \$5,000.00 or more of Corporation 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 appear in the Member-approved Capital Improvement Plan and that exceed \$5,000.00 per fiscal year, shall 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 Corporation for compensation whether as an employee, independent contractor, consultant or in any other capacity. The role of employee, contractor, or vendor is inherently a conflict of interest with the Director's role as a Board Member, and that conflict cannot be waived by the Board or Membership. The Conflict of Interest Policy must be in compliance with NFPC Law §715-a.

10.4 Related Party Transactions

The Corporation shall not enter into any related party transaction unless the transaction is determined by the Board to be fair, reasonable and in the Corporation's best interest at the time of such determination. Any Director, Officer or key person who has an interest in a related party transaction shall disclose in good faith to the Board the material facts concerning such interest. No related party may participate in deliberations or voting relating to a related party transaction in which he or she has an interest; provided that nothing in this section shall prohibit the Board from requesting that a related party present information as background or answer questions concerning a related party transaction at a board prior to the commencement of deliberations or voting relating thereto. "Related party" means (i) any Director, Officer or key person of the Corporation; (ii) any relative of any individual described in clause (i); or (iii) any entity in which any individual described in clauses (i) and (ii) has a thirty-five percent (35%) or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent (5%). "Key person" means any person, other than a Director or Officer, who is not necessarily an employee of the Corporation, who (iv) has responsibilities or who exercise powers or influence over the Corporation similar to the responsibilities, powers or influence of Directors and Officers; (v) manages the Corporation, or a segment of the Corporation that represents a substantial portion of the activities, assets, income or expenses of the Corporation; or (vi) alone or with others controls or determines a substantial portion of the Corporation's capital expenditures or operating budget.

10.5 Audit and Compliance Oversight

If the Corporation is required by law, its financing documents or policies to have its annual financial statements audited by a public accountant, the appointment, compensation and oversight of the work of such public accountant or public accounting firm retained by the

Corporation for that purpose shall be the responsibility of the Independent Directors (as defined below). "Independent Director" means a Director who: is not, and has not been within the last three (3) years, an employee or a key person of the Corporation, and does not have a relative who is, or has been within the last three (3) years, a key person of the Corporation; has not received, and does not have a relative who has received, in any of the last three (3) fiscal years, more than \$10,000.00 in direct compensation from the Corporation; is not a current employee of or does not have a substantial financial interest in, and does not have a relative who is a current officer of or has a substantial financial interest in, any entity that has provided payments, property or services to, or received payments, property or services from, the Corporation if the amount paid by the Corporation to the entity or received by the Corporation from the entity in any of the last three (3) fiscal years exceeded the lesser of 2% of the entity's annual gross consolidated revenues and (a) \$10,000 (for an entity with annual gross consolidated revenues of less than \$500,000), (b) \$25,000 (for entity with annual gross consolidated revenues of \$500,000 or more but less than \$10,000,000), or (c) \$100,000 (for entity with annual gross consolidated revenues of more than \$10,000,000); or is not and does not have a relative who is a current owner, whether wholly or partially, director, officer or employee of the Corporation's outside auditor or who has worked on the Corporation's audit at any time during the past three (3) years. The term "compensation" does not include reimbursement for expenses reasonably incurred as a Director and the term "payment" does not include the Membership Fee or Lot rents or any other amounts paid to the Corporation at fixed or non-negotiable rates or amounts for services that are provided to or by the Corporation to its Members and Non-Members on the same terms.

10.6 Records

The records of the Corporation shall be kept by the Directors then in office and transferred to newly elected Directors upon change over.

10.7 Inspection of Books and Records

- A. Records of the Corporation shall be open to the inspection of any Member at a reasonable time and place within five (5) days of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, Non-Member residents or employees, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.
- B. The Treasurer will make the Annual Financial Statements available to the Board within three (3) months after the end of the fiscal year.

10.8 Fiscal Year

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

10.9 Dissolution

In the event of dissolution of the Corporation, the assets, after payment of the Corporation'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 corporation, whichever is lower, shall be returned to the Members.
- B. Any surplus remaining after the distributions in paragraph I may be distributed as a contribution to any corporation, association or other nonprofit association to which contributions are deductible from income tax under current Internal Revenue Service regulations.

ARTICLE XI
Rules of Procedure

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

CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of BT Inc. at its meeting held on 6/7/19 (DATE)

Name: Janet Mascitelli
Secretary of the Corporation

International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership

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

2nd Principle: Democratic Member Control

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

3rd Principle: Member Economic Participation

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

4th Principle: Autonomy and Independence

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

5th Principle: Education, Training and Information

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

6th Principle: Co-operation among Co-operatives

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

7th Principle: Concern for Community

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

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