

**MANUFACTURED HOME OWNERS**

**FALL FORUM**

**SATURDAY OCTOBER 21, 2017**

**Environmental Design Building,  
University of Colorado, Boulder.**

*Welcome to the Manufactured Homeowners' Fall Forum!*

This is a day of presentations and discussions designed to address issues and concerns related to manufactured home living in land lease communities throughout Colorado.

The goal of today's event is to identify leaders from across the state who are willing to come together to help create a statewide homeowners' association. Without such a united voice, little will change. We will remain vulnerable to unfair laws and weak enforcement of existing laws that govern manufactured home park living. Abuses by landlords and managers will continue unless we stand together.

This packet contains everything you will need to get the most out of today. There is an agenda, followed by brief descriptions of the presenters and copies of the materials they will be using in their presentations.

We have also included, with their permission, the names and email addresses of attendees. **Please do not share this contact information with others without the owner's permission.** Hopefully, you can connect with others who are here today. Together, we will move forward with the Colorado Manufactured Home Owners Association!

Thank you for your attendance. If you have any questions, please do not hesitate to contact any of the Steering Committee members (identified by the ribbon attached to their name tags).

Sincerely,

Dorie Glover, Jean Gehring, Jaime Shuey  
Steering Committee

This Forum would not have been possible without the generous support of the following groups and organizations:

- City of Boulder
- Adams County Commissioners
- Denver Foundation
- Treece Alfray Muscat, P.C.
- Lake County Build a Generation
- CU, Boulder

We offer our sincere appreciation for their generous sponsorship of this Fall Forum.

In addition, many individuals have worked hard to ensure the success of today's event. We are extremely grateful for their dedication and commitment to manufactured homeowners in Colorado.

If you would like to contribute to the success of the statewide association, please consider making a donation – the DONATE button on the website is still active and will continue to accept donations through October 27.

## **AGENDA**

9am – Registration, breakfast

10am – Welcome – Ishbel Dickens, Consultant

10:15 – Know your Rights – Kathleen Byrne, Treece Alfray Muscat P.C.

11:15 – Break

11:30 – Successful Advocacy – Kristopher Grant, Center on Law and Policy

12:30 – Lunch – homeowner stories and Dr. Esther Sullivan, keynote speaker

2pm – Speed Dating:

- Manufactured Home Financing – Joe Rowan
- National Manufactured Home Owners’ Association – Dave Anderson
- Forming an HOA in your community – Ishbel Dickens
- Affordable Housing Surveys – Jennifer Fluri

3pm – Break

3:15 – What’s Next? Forming a Statewide Homeowners’ Association

3:45 – Next Steps

4pm - Adjourn

## PRESENTERS

**Dave Anderson** has been the Executive Director of the National Manufactured Home Owners Association (NMHOA) since July, 2016. As NMHOA'S Executive Director, Dave provides guidance, training and support to the organization's leaders and coordinates policy advocacy with national partners. Prior to this, Dave was Executive Director of All Parks Alliance for Change (APAC), the statewide association representing Minnesota's manufactured home owners. With APAC from 2004 to 2016, he lobbied to establish the Manufactured Home Relocation Trust Fund, organized manufactured home owners to improve and protect their communities, and produced organizing manuals and consumer guides. Dave has worked in the nonprofit sector for 25 years. He previously served as executive director of the Minnesota Public Interest Research Group (MPIRG), interim executive director of the Minnesota State University Student Association (MSUSA), and associate state director of the Minnesota Senior Federation. In addition, he holds a Master of Public Affairs from the University of Minnesota's Humphrey School of Public Affairs, and is pursuing a Doctorate of Leadership from the University of St. Thomas.

**Kathleen Byrne** graduated from the University of Colorado School of Law in 1994 and is a member of the Order of the Coif. She has specialized in appellate practice and recently represented a mobile home park resident in the appeal of an eviction action based on the resident's courageous refusal to pay improperly imposed water fees. The eviction order was reversed, and Kathleen filed what may be the first mobile home park class action in Colorado, to compel the park owner to refund the improper water fees to all of the park residents. Kathleen works with the Denver law firm of Treece Alfrey Musat P.C.

**Ishbel Dickens** is an independent consultant working with manufactured homeowners in Boulder, CO and in WA on a range of policy, preservation, and organizing strategies to protect this affordable home ownership option. She was the Executive Director of the National Manufactured Home Owners Association (NMHOA) from 2010 until 2016. Prior, Ishbel was a staff attorney at Columbia Legal Services in Seattle. She has helped homeowners' associations purchase their communities as resident- owned co-operatives. She is involved in policy changes at the local, state and federal levels that will help manufactured homeowners preserve their lifestyle choice.

**Jennifer L. Fluri** is an Associate Professor in the Department of Geography at the University of Colorado-Boulder. She co-directs the Boulder Affordable Housing Research Initiative (BAHRI) with Abby Hickcox, associate director of the honors program at CU-Boulder. BAHRI seeks to provide community driven research useful to organizations, neighborhoods, and individuals who live in, operate, or care about affordable housing in Boulder County. BAHRI has received funding from the CU-Boulder office of Outreach and Engagement to hire graduate and undergraduate students to assist with the collection, analysis, and dissemination of research findings. In addition to her interests in affordable housing, Dr. Fluri's research analyzes gender and the geopolitics of international development, conflict, and peace building in Afghanistan.

She is the author of several journal articles and book chapters and the co-author of two recently published books: *The Carpetbaggers of Kabul and Other American-Afghan Entanglements*, and *Feminist Spaces: Gender and Geography in a Global Context*.

[Jennifer.Fluri@colorado.edu](mailto:Jennifer.Fluri@colorado.edu)

303-492-4794

**Kris Grant** joined Colorado Center on Law and Policy in June 2016 after graduating from Colorado College with a bachelor's degree in American history and political science. Prior to joining CCLP, Kris completed two internships in the U.S. House of Representatives with the Committee on Energy and Commerce as well as Congresswoman Diana DeGette. Kris' work with CCLP includes projects on affordable housing, workforce development and other critical family economic security issues. Additionally, he works with the communications team on social media projects, managing CCLP's website and general content development.

**Joe Rowan** serves as Director of Programs and Development for MHCLF. Originally joining Funding Partners (a wholly owned subsidiary of MHCLF) as a Senior Loan Officer in 2001, he was tapped as its Chief Officer in 2004. Under Joe's leadership, Funding Partners has grown its geographic reach to include the entire state of Colorado, expanding technical assistance services and specialized financial products to address distinct needs within the market. Joe has successfully transformed Funding Partners into a highly sophisticated financial institution without losing its appeal as a revolving loan fund familiar with local conditions as a trusted partner in every corner of Colorado. Joe holds a B.S. in Business Administration with emphasis in Finance & Real Estate from Colorado State University. He has received several certifications in industry-specific disciplines that include: financial management, capital structuring, tax credit and bond financing, loss mitigation and portfolio analysis. Joe is frequently called upon to provide market perspective and technical presentations to both public events and private consultations.

**Dr. Esther Sullivan's** research focuses on poverty, spatial inequality, legal regulation, housing, and the built environment, with special interests in forced and voluntary residential mobility. She holds a Ph.D. in Sociology from The University of Texas. Her work is published in *Sociological Inquiry*, *Law & Social Inquiry*, *Urban Studies*, *City & Community*, and *American Sociological Review*. Her project *Manufactured Insecurity: Mobile Home Park Evictions and Americans' Tenuous Right to Place* looks at the mass evictions that result when mobile home parks close. To learn more visit, <http://www.esthersullivan.net/about.html>(External link).

## Interpreters

Rosabelle Rice

Elena Klaver

Manuela Sifuentes

Mar Matlak

# MATERIALS

## Know Your Rights

### SUMMARY OF THE COLORADO MOBILE HOME PARK ACT

Under the Colorado Mobile Home Park Act (“Act”), Colorado Revised Statutes §§ 38-12-200.1 et seq., **every Homeowner has the right to:** “protection from abuse or disregard of state or local law”; “peaceful enjoyment” of the mobile home space, “free from unreasonable, arbitrary, or capricious rules and enforcement thereof”; and a tenancy “free from harassment.” This Summary uses the term “**Park Owner**” to mean the owner or manager or landlord of the park, or their agents; the term “**Homeowner**” means the owner or resident of a mobile home in a mobile home park. The Act applies to a mobile home park (“Park”) that has 5 or more occupied mobile homes. §38-12-201.5(3); §38-12-219.

This Summary was prepared by Kathleen M. Byrne, attorney with Treece Alfrey Musat P.C. in Denver, Colorado. This Summary was current at the time of drafting (Oct. 2017) and does not reflect all provisions of the Act. Laws can and do change. This Summary is not legal advice and DOES NOT create an attorney-client relationship. With significant assistance from Homeowners, Treece Alfrey Musat P.C. handles some cases involving Park Owners’ serious violations of the Act that affect the entire Park. ©2017

- 1. LEASE REQUIREMENTS:** A mobile home park lease **must be in writing**. A lease must state: (a) the **term (or length) of the tenancy and the amount of rent**; (b) the day rent payment is **due**; (c) the day when unpaid rent shall be considered **late** or in default; (d) the **rules** then in effect; (e) the “name and mailing address **where a manager’s decision can be appealed**”; and (f) **all charges other than rent**. The Park Owner and the Homeowner must sign the lease; each must get a copy. A lease provision that waives the Homeowner’s rights under the Act is unenforceable. **A standard lease is month-to-month**. If the Homeowner requests in writing, or to conform to a standard anniversary date, a lease may be for less than a year; the Park Owner may allow leases of more than a year. §38-12-201.5(7); §38-12-202; §38-12-213.
- 2. PAYMENT OF RENT AND OTHER CHARGES:** Rent must be paid when due; if a Homeowner does not pay the rent when due, the Park Owner may terminate a tenancy if the rent is not paid within 5 days of a written notice to pay. A Homeowner cannot be evicted for failure to pay “utility charges and incidental services charges other than those” stated in the lease. §38-12-204(1); §38-12-207(2)
- 3. RENT INCREASE:** 60 days’ advance written notice is required, stating the amount of increase; its effective date; and, unless in the lease, the name, address, and phone of the Park Owner’s chief executive officer or managing partner. §38-12-204(2).
- 4. PARK RULES:** Park rules and regulations (“Rules”) **must be in writing** and “established” in the lease. (Unwritten rules are not enforceable.) The content of Rules is limited by the Act. A Park’s Rules are enforceable only if: (a) “Their purpose is to promote the **convenience, safety, or welfare** of the home owners, **protect and preserve the premises** from abusive use, or make a **fair distribution of services and facilities** held out for the home owners generally; (b) They are **reasonably related** to the purpose for which they are adopted; (c) They are **not retaliatory or discriminatory** in nature;” and (d) they are **sufficiently clear** “to fairly inform [a homeowner of what he or she] must or must not do to comply.” Rules may be changed without the consent of the Homeowner, but the Park Owner must give 60 days’ advance notice of the new Rules, and the new Rules must be “reasonable.” If a new Rule: (a) imposes “restrictions or requirements” on the mobile home itself, (b) was adopted without Homeowner consent, and (c) was adopted after the home was located in the Park, the Park Owner must prove that Rule is reasonable if violation of that Rule is the basis for eviction. The Park Owner may require a mobile home to be brought into compliance with new Rules when home ownership is transferred, unless the transfer is between co-owners. If the Park Owner issues a **notice to quit based on the violation of a Rule**, the Homeowner has 30 days from the date the notice was served to cure any noncompliance with Rules, unless it is a second violation of the same Rule within a 12-month period. §38-12-203(1)(c); §38-12-214(1).

**5. REASONS FOR TERMINATION: THE REASONS FOR TERMINATION OF A TENANCY IN A MOBILE HOME PARK ARE LIMITED TO THOSE STATED IN THE ACT.** The proper reasons for termination are: (a) failure of a Homeowner to comply with **regulations, ordinances or laws** relating to mobile homes or lots; (b) **conduct** of the Homeowner, within the Park, “which constitutes an **annoyance** to other home owners or **interference** with park management”; (c) failure of the Homeowner to comply with properly enacted and appropriate **rules** of the Park; (d) **condemnation** of the Park by a government authority or a **change in use** of the Park; (e) making **false or misleading statements** on a lease application; (f) conduct within the Park of the Homeowner or guest that “**unreasonably endangers**” a life or “constitutes willful, wanton, or **malicious damage**” to property or “constitutes a **felony**” or is the basis for an action to declare a mobile home or its contents a public **nuisance**. A tenancy may also be terminated for **nonpayment of rent**. “**Expiration**” of a lease is not a proper reason for termination. §38-12-203(1); §38-12-204(1).

**6. PARK OWNER RESPONSIBILITIES:** The Park Owner shall maintain and repair: any sewer lines, water lines, utility service lines, or related connections owned and provided by the Park Owner to the mobile home’s utility pedestal or pad space; any accessory buildings or structures owned by the Park Owner and provided for Homeowners’ use; and the mobile home grounds and facilities. If the Park Owner fails to do so, the Park Owner must pay any resulting damage to a mobile home. The Park Owner must account for utility charges collected from Homeowners and timely remit the payments to the utility service. § 38-12-212.3; §38-12-212.7(1).

**7. NOTICE TO QUIT/ NOTICE OF NONPAYMENT OF RENT (PRIOR TO EVICTION ACTION):** The Park Owner must serve a Homeowner with a notice before a tenancy may be terminated. The notice must specify the reason for termination; time for action on the notice depends on that reason. If the reason is nonpayment of rent, the notice must give the Homeowner **five days** from the notice date to pay or remove the home. If the reason is dangerous, damaging, or criminal conduct, or relates to a pending nuisance action, **10 days’** advance notice is sufficient. If the reason is that the mobile home is occupied by a non-owner in violation of Park Rules, **30 days’** advance notice is sufficient. Otherwise, the Park Owner must generally give the Homeowner at least **60 days** from the date the notice is served to remove a mobile home. **Contents of notice:** a notice to quit must be in writing; describe the property and when the tenancy will terminate; and be signed by the Park Owner. If the reason for termination is violation of Rules, the notice must advise of the Homeowner’s right to cure noncompliance within 30 days. **Service of notice.** The notice may be served by delivery to an occupant of the mobile home or by affixing it to the mobile home’s front door. §38-12-202; §38-12-203.

**8. ACTION FOR TERMINATION OF TENANCY (EVICTION ACTION):** If the notice period expired without payment of rent or the curing of noncompliance, if applicable, the Park Owner may serve a complaint for eviction (or forcible entry and detainer) on the Homeowner. The complaint must state a proper reason for termination and may be personally served on the Homeowner or, if personal service cannot be made, then “affixed” to the mobile home’s main entrance. It must also be mailed to that address. The Park Owner must prove proper notice was given to the Homeowner. A Homeowner may challenge the reasons for termination as false or invalid. If judgment in the eviction action is for the Park Owner, the Homeowner will be served with an order showing any amounts owed. A notice of judgment will issue and will, in most cases, allow between 48 hours and, if the Homeowner pays the amounts owed and rent in advance, 30 days for removal of the mobile home. If the mobile home is not removed, the Park Owner and sheriff can take possession of it for removal and storage; costs may apply. §38-12-202.5; §38-12-203(2); §38-12-208; see §13-40-112.

**9. SALE OF MOBILE HOME PARK/ CHANGE IN USE:** If a Park Owner intends to sell, or change the use, of the Park, the Park Owner must give notice to each Homeowner and the municipality or county. For a sale, notice need be given only once for any particular contract to sell, at least 10 days before the first scheduled closing of the sale. Such notice need not be given if the sale is between certain related persons or entities. For a change of use (from a mobile home park to something else), notice must be given at least 180 days before the change in use will occur. §38-12-217.

**10. HOMEOWNERS’ ASSOCIATIONS; PURCHASE OF PARK:** Homeowners have the right to meet and establish homeowners’ associations (“HOA”). Meetings must be allowed in a Park common area or hall; meetings may not occur in Park streets. HOA members may form a cooperative to offer to purchase or finance a Park. §38-12-206; §38-12-218.

**11. MOBILE HOME SALES AND SELLERS:** Unless the Park is new, a Park Owner shall not limit from whom a Homeowner can buy a mobile home. Mobile home sellers cannot dictate where a buyer locates a mobile home as a condition of a sale. Sellers shall not pay a Park Owner to accept the seller’s mobile homes. §38-12-210; §38-12-212; §38-12-215(1).

**12. RIGHT TO SUE/ ATTORNEY FEES:** These clauses may allow an attorney acting for Homeowners to collect attorney fees from the Park Owner. A Homeowner has the right to sue the Park Owner when the Park Owner “has violated any provision” of the Act. The Homeowner “shall be entitled to actual economic damages and reasonable attorney fees and costs if the home owner is successful in the action.” A Park Owner or a Homeowner may bring a civil action for violation of the lease or the Act. The court may award actual damages or other relief, and may award “court costs and attorney fees ... to the prevailing party” if the civil action was brought for a “legally sufficient reason.” §38-12-209; §38-12-220.

Advocacy Training



**Advocacy 101: The Art of Influence**

Presented by:

Kristopher Grant, Policy Analyst, Colorado Center on Law and Policy  
[kgrant@cclponline.org](mailto:kgrant@cclponline.org) (303) 573-5669 extension 314

**First:**

- 1) **Organize!**
- 2) **Identify The Issues you Want to Solve—**  
Start with 2 or 3!
- 3) **Identify your Audience**
- 4) **Do your Homework**



**Next:**

- 1) **Develop your “Elevator Speech”**
- 2) **Practice your “Elevator Speech”**
- 3) **Contact Your Audience**
- 4) **Show Up when Possible**
- 5) **Repeat!**



**Always:**

- 1) **Be Kind and Respectful**
- 2) **Give Praise When it’s Owed**
- 3) **Remember your Goal—Make Change!**





# Funding Partners

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### ELIGIBILITY REQUIREMENTS:

- Home must be owner-occupied
- Household income must not exceed 80% of median in the county in which home is located
- Borrowers must complete ownership counseling prior to closing
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[megan@fundingpartners.org](mailto:megan@fundingpartners.org)  
Phone 970-494-2021

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## Comparing Approaches to Social Problems

	Direct Service	Social and Legal Advocacy	Community Economic Development	Electoral Campaigns	Interest-Group Politics	Activism / Mobilization	Community Organizing
How do we understand the problem using this approach?	People have a need for a good or service that is unmet.	People lack the knowledge or ability to address their needs.	A community lacks access to capital and asset-building strategies to meet their needs.	People are not having their needs met because the wrong candidate or party is in office.	People are not having their needs met because elected officials vote the wrong way.	People have a need that is unmet due to a lack of public attention.	People have a need that is unmet due to unequal power relations.
What is the solution to the problem?	Provide the good or service that meets the need.	Provide professional services designed to navigate a technical setting.	Launch economic development activities to promote asset development and wealth creation.	Elect the right candidate(s) to put the right political party in charge.	Support and/or introduce proposals that address the needs. Lobby elected officials to vote the right way.	Draw attention to the need through one or more public demonstrations.	Alter the relations of power.
What role is played by people serving in some kind of professional capacity?	Identify the need, decide how to address the need, provide the service.	Identify the nature of the problem, decide on the appropriate response, take the necessary action,	Identify and assess opportunities, design and propose plans, implement and assess results.	Identify or become a candidate for elected office, design and run an election campaign, hold office.	Identify the problem, decide on the appropriate response, draft a bill, lobby, testify, and negotiate.	Provide logistical support.	Provide training, advice, and support.
What role does an individual community member play?	Act as client or recipient of good or service.	Act as client or recipient of the service.	Act as client or recipient of the service. In some cases, provide limited input.	Vote, donate money, volunteer.	Grassroots lobbying activities, attend meeting "on the hill" or at a town hall event.	Participate in large public gatherings, mass meetings, marches, parades, demonstrations.	Identify the nature of the problem, decide on the appropriate response, take the necessary action.

Is there a change in the underlying circumstances that produced this problem?	No.	Not in the routine navigation of these environments.	There is a change in the particular instance that is addressed, but there is no systemic change.	If the right party gains control and makes the desired changes. However, there is always another election.	Yes, if a bill is passed that deals with the problem systemically.	No.	Yes.
Is there any increase in the power of the affected individuals?	No.	No.	No. (The only change is a lateral shift in power from for profit to nonprofit entities.)	No. (The only change is a lateral shift in power to another candidate or political party.)	No. (There may be an increase in the power or influence of the interest group.)	No.	Yes.

Forming your own HOA

Sample Bylaws:

## By-Laws of \_\_\_\_\_ Homeowners' Association

### Article 1: Name

The name of the organization shall be \_\_\_\_\_ Homeowners' Association, hereinafter referred to as The Association or \_\_\_\_\_ HOA. It is a non-profit organization incorporated under the laws of the state of Colorado.

### Article 2: Goals and Purposes

The goals and purposes for which this organization is formed are:

**2.1** To create a safe environment by actively working together to build a sense of community, cooperation and respect through mutual support. A commitment to inclusivity and diversity shall be a guiding principle of this organization.

**2.2** To provide education, resources, and community advocacy which assist \_\_\_\_\_ homeowners in knowing and protecting their rights as homeowners in handling pertinent and relevant issues.

**2.3** To develop a supportive network for \_\_\_\_\_ homeowners.

### Article 3: Membership

#### 3.1 Classes of Members

The Association shall have two (2) classes of members: voting and nonvoting.

One (1) resident of each home shall be the voting member. Voting members must be current on membership dues for the year. Any and all other residents of that home unit over the age of 18, shall be nonvoting members. Nonvoting members may share ideas and opinions, but may not vote.

### **3.2 Qualifications for Members**

To qualify a household for membership, there shall be at least one (1) resident who is listed on the lease, is over the age of 18, and who lives in \_\_\_\_\_. Members cannot be in the employ of the Park, or be a spouse/partner or relative of such, even if they own a home and reside in the community. Members shall support the mission and vision of The Association and act accordingly at all times.

### **3.3 Membership Dues**

Membership dues shall be \$10.00 per year per household. Membership dues shall be used to offset the operating expenses incurred such as office supplies, photocopies, flyers, and meeting space fees. Membership fees have been kept low so all can afford; however if anyone should wish to donate more, it would be welcome and greatly appreciated.

### **3.4 Voting Rights**

Membership dues shall entitle each household one (1) vote for each issue in The Association's matters.

### **3.5 Annual Meeting**

The Annual Meeting of the members shall be held in the month of January at a time set by the Board for the purpose of electing Directors and transacting other business. If the Annual Meeting is not held on the date designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

Due to the fact that The Association represents a family community and wants everyone to be able to participate, underage children shall not be banned from the meeting, however, it shall be requested that they be respectful, quiet, and non-disruptive at the meeting.

### **3.6 Special Meetings**

The President or no fewer than three (3) of the voting members may call special meetings of the members for any purpose.

### **3.7 Place of Meetings**

All meetings of members shall be held in a place within the city or county of Boulder, Colorado, as designated by the President or the Board.

### **3.8 Notice of Meetings**

The President, the Secretary, or the Board shall cause to be delivered to each member entitled to notice of meetings or to vote at the meeting, stating the place, date and time of the meeting(s), and, in the case of a special meeting, the purpose(s) for which the meeting is called. Notification will be posted in a prominent, central location, and sent by email or made by phone.

At any time, upon the written request of no fewer than ten (10) of the members entitled to vote at the meeting, it shall be the duty of the Secretary to give notice of a special meeting of members to be held at such date, time, and place as the Secretary may fix, not less than five (5) days after receipt of such written request, unless two-thirds (2/3) of the members state through

petition that they can meet at an earlier date. If the Secretary shall neglect or refuse to issue such notice, the person or persons making the request may do so and may fix the date, time, and place for such meeting.

### **3.9 Quorum for Membership**

A membership “quorum” is defined as “the minimum number of members present required to hold a vote.” Twenty-five percent (25%) of the voting members of The Association shall constitute a quorum at a meeting of the members. All matters shall be decided by a vote of the majority of the members present. If less than a quorum (25% of voting members) is present at a meeting, the meeting will be rescheduled. For example: If there are 100 members, at least 25 must be present in order to hold a vote. If there are fewer than 25, the meeting will be rescheduled.

### **3.10 Manner of Acting**

The vote of a majority of the votes (51%) entitled to be cast by the voting members presented in person or by proxy shall be necessary for the adoption of any matter voted upon by the members. For example: If 25 members vote, 13 are required as the majority.

### **3.11 Proxy and Absentee Votes**

A voting member may vote by proxy executed in writing by the voting member (or by their attorney-in-fact). Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. A proxy shall become invalid eleven (11) months after its execution unless otherwise provided for in the proxy.

If a proxy vote is used with respect to a specific meeting, the proxy shall entitle the holder, therefore, to vote at any reconvened meeting following adjournment of such meeting; however, the entitlement of said proxy shall be revoked after final adjournment thereof.

A voting member may request an absentee ballot from the Secretary, and complete and return it prior to the scheduled vote date. Absentee votes are counted in determining a quorum.

## **Article 4: Board of Directors and Executive Officers**

### **4.1 Powers**

This organization will be supported by a Board of Directors (the Board) as the governing foundation for Vista Village homeowners. The activities, affairs, and property of The Association shall be managed, directed, controlled, and its powers exercised by and vested in the Board.

### **4.2 Number, Term, and Election**

The number of Directors, including the Executive Officers (President, Vice President, Secretary, Treasurer), shall be five to nine (5-9), depending on the size of general membership and to insure adequate representation of members.

Directors will serve for a term of two (2) years or until their successors are elected, whichever is later. No person may serve on the Board for more than three (3) consecutive two-year terms, a total of six (6) consecutive years. After a one-year absence, they may again serve on the Board.

Unless an Officer resigns, dies, or is removed prior thereto, he or she shall hold office until his or her successor has been chosen and qualified.

### **4.3 Resignation**

Any Director or Executive Officer may resign at any time by delivering a written resignation to the Board.

### **4.4 Removal**

Any Director or Executive Officer may be removed with cause at any time by the affirmative vote of a majority of the Directors at a duly-held meeting of the Board, the notice of which shall have specified the proposed removal.

A Director shall be automatically removed from the Board upon three (3) consecutive unexcused absences from regular Board meetings.

Membership can petition the Board for removal of any Board member with 2/3 of the voting members having signed a petition stating just cause.

### **4.5 Vacancies**

Any vacancy in an office or committee may be filled by the Board.

Whenever a vacancy occurs, a majority of the remaining Directors, though less than a quorum, may fill the vacancy and each Director so appointed or designated shall hold office for the remainder of the term of the Directorship so vacated.

### **4.6 Board Meetings**

The Board shall hold a minimum of four (4) regular Board meetings each year, at such time and place as the Board shall designate. All Board meetings will be publicized and open to the general membership, with not less than seven (7) days prior notice. Special Board meetings may be called by the President or by petition of one-third (1/3) of the Directors.

### **4.7 Notice of Board Meetings**

Notice of the schedule of regular meetings may be provided on an annual basis to each Director and the general membership.

Notice of special meetings of the Board shall be given to each Director not less than ten (10) days prior to the meeting. This notice will be made by email or by phone.

Any business may be transacted at any meeting of the Board.

### **4.8 Quorum for Board Meetings**

At all meetings of the Board a majority of Directors, which shall include at least one (1) Executive Officer, shall be present to constitute a quorum for the transaction of business. For example: If there are seven (7) Board members, four (4) must be present.

### **4.9 Voting**

Each Director shall have one (1) vote at all meetings of the Board. All matters shall be decided by the vote of the majority of the Directors present at the meeting. The President does not have a vote except as the deciding vote in the case of a tie.

### **4.10 Compensation**

All Officers, Directors, and committee members shall serve as such without salary, but the Board may authorize the payment by The Association of reasonable expenses incurred by the Directors in the performance of their duties.

#### **4.11 Titles and Qualifications**

The Executive Officers of The Association shall consist of President, Vice President, Secretary, Treasurer, and such other Officers the Board may designate by election. Non-officer Board Members shall be called "Board Members At Large."

#### **4.12 Selection of Officers**

The Board shall elect from among themselves the following officers: President, Vice President, Secretary and Treasurer. This shall be the first order of business of the first meeting of the Board following the elections of Directors at the Annual Meeting.

#### **4.13 The President**

The President of the Board shall preside at all meetings of the Board and shall have such other powers and duties consistent with these Bylaws as may be assigned from time to time by the Board. The President will hold in confidence any and all privacy information of the members of The Association.

#### **4.14 The Vice President**

The Vice President of the Board shall possess the powers and discharge the duties of the President of the Board in the latter's absence or disability and shall have such other powers and duties not inconsistent with these Bylaws as may be assigned from time to time by the Board. The Vice President will hold in confidence any and all privacy information of the members of The Association.

#### **4.15 The Secretary**

It shall be the duty of the Secretary to cause a record to be kept of The Association, including all the meetings of the Board, and to perform such other duties consistent with these Bylaws as may be assigned from time to time by the Board.

#### **4.16 The Treasurer**

It shall be the duty of the Treasurer to supervise the financial affairs of The Association, to cause a full and accurate record to be kept of same, to provide regular reports to the Board on the financial status of The Association, and to perform such other duties consistent with these Bylaws as may be assigned from time to time by the Board. The Treasurer shall make an annual financial report to the members of The Association at the Annual Meeting in January.

#### **4.17 Records**

The Association shall maintain financial books and records of account; all minutes of the Board meetings, membership meetings, and committee meetings of The Association; the list of members; and copies of all other pertinent material. The Association records, books, documents, and contracts shall be made available for inspection at any reasonable time during usual business hours by any Director of The Association, any member of The Association, or duly authorized representative thereof, for any lawful purpose. In the event The Association does not have an official office space, all records shall be in the possession of an appropriate Board member. Upon leaving office, each Officer or agent of The Association shall turn over to his or her successor, the President, or the Executive Director, in good order such Association monies, books, records, minutes, lists, documents, contracts, or other property of The Association as has been in the custody of such Officer or agent during his or her term of office.

## **Article 5: Committees**

### **5.1 Designation**

The Board may, by resolution adopted by a majority of the entire Board, designate such committees, task forces, and work groups as it deems appropriate and necessary and as desired by the general membership.

### **5.2 Committees, Task Forces, Work Groups**

The Board may from time to time establish committees, task forces, and work groups, which shall have such duties and the members of which shall hold office for such periods as the Board may from time to time determine. However, no committee shall have any power or authority which could not be exercised by or had by the Board.

The rules of procedures of such committees shall be determined from time to time by the Board or, if authorized by the Board, by the respective committees, task forces, or work groups. Any such committee, task forces, and work groups may be abolished or any member thereof removed with just cause at any time by the Board.

### **5.3 Notice of Meetings**

Reasonable verbal and email notice, including time and place, of all committee meetings shall be given by the committee Chairperson to the members thereof.

### **5.4 Quorum for Committees**

At meetings of any committee, a majority of the number of members designated by the Board shall constitute a quorum for the transaction of business. The act of a majority of members present at any meeting at which a quorum is present shall be the act of such committee, except as otherwise specifically provided by statute or these Bylaws. If a quorum is not present at the meeting of any committee, the members present may adjourn the meeting without notice other than the announcement at the meeting until a quorum is present.

## **Article 6: Deposits, Checks, Loans, Contracts**

### **6.1 Deposit of Funds**

All funds of the Association not otherwise employed shall be deposited in such banks, trust companies, or other reliable depositories as the Board from time to time may determine.

### **6.2 Checks**

All checks, drafts, endorsements, notes, and evidence of indebtedness of The Association shall be signed by such Officers or agents of The Association and in such manner as the Board from time to time may determine.

### **6.3 Loans**

No loans or other advance shall be contracted on behalf of The Association, and no note or other evidence of indebtedness shall be issued in its name.

### **6.4 Contracts**

Any Officer specifically authorized by the Board may, in the name of and on behalf of The Association, enter into those contracts or execute and deliver those instruments to the extent



authorized by the Board. Without the authorization of the Board, no Officer, staff, or other agent of The Association may enter into any contract or execute and deliver any instrument in the name of and on behalf of The Association.

### **Article 7: Conflict of Interest**

**7.1** No member, Director, or Officer of The Association shall be interested, directly or indirectly, in any contract relating to the operations conducted by it, nor in any contract for furnishing services or supplies to The Association, unless (a) such contract shall be authorized by an absolute majority of Directors present and voting at a meeting at which the presence of such Director is not necessary for such authorization, (b) the facts and nature of such interest shall have been fully disclosed or shown to the members of the Board present at the meeting at which such contract is to be authorized, and (c) any interested Director has abstained from participating in discussions or votes related to such authorization, other than to disclose the facts and nature of such interest.

**7.2** Anyone with a commercial interest, working with, for, or in coordination with the Park owner or management, directly or indirectly, is barred from membership.

### **Article 8: Amendment to Bylaws**

Except as otherwise provided herein, these Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by a majority/two-thirds (2/3) vote of the members of The Association. Minor changes may be made by a majority/two-thirds (2/3) vote of the Board present at any regular meeting, a quorum being assembled, provided that written notice of such meeting, setting forth in detail the proposed Bylaw revisions, be given not less than ten (10) days prior to such meeting.

### **Article 9: Miscellaneous**

#### **9.1 Fiscal Year**

The fiscal year of The Association shall be January 1 to December 31.

#### **9.2 Nondiscrimination and Inclusivity**

A commitment to inclusivity and diversity shall be a guiding principle of this organization.

The members, Officers, Directors, committee members, employees, and persons served by The Association shall be selected entirely on a nondiscriminatory basis with respect to age, gender, race, ethnicity, sexual orientation, religion, and national origin.

#### **9.3 Relation to Articles of The Association**

These Bylaws are subject to and governed by the Articles of The Association.

These Bylaws were adopted by the Board of Directors of The Association

on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Board Members At Large:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## NOTES

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