

Cardinal Haven Cooperative



Bylaws

PROPOSED ADDITIONS FOR CHC RESIDENT VOTE OCTOBER 23RD, 2025

Cardinal Haven Cooperative Bylaws-This page intentionally left blank.

Section 1: Name	3
Section 2: Purpose	3
Section 3: Membership	4
Section 4: Expulsion of Members	6
Section 5: Meetings and Votes	6
Section 6: Board of Directors.....	7
Section 7: Removal of Directors	9
Section 8: Indemnity	9
Section 9: Fiscal Year	9
Section 10: Maintenance Crew	10
Section 11: Committees	10
Section 12: Amendment	11
Section 13: Dissolution	11

Section 1: Name

1.1 This Cooperative shall be designated as the Cardinal Haven Cooperative.

Section 2: Purpose

2.1 The principal objective of this organization's establishment is to possess and manage a manufactured housing park, occupy unutilized spaces and vacant residences, and engage in other collaborative undertakings, all of which are intended to be nonprofit in nature for the advantage of its resident community.

2.2 The comprehensive aim is to manage housing expenditures, safeguard the park for its present residents, and ensure its cost-effectiveness for new members. Recognizing that escalating housing costs hit those with lower incomes hardest, it is also an objective to attract such families or individuals as new members, as much as possible. In addition, the cooperative harbors a robust aspiration to provide our residents with services or benefits that are affordable, manageable, and enhance their standard of living.

Section 3: Membership

3.1 Membership is available to all households making use of the Cooperative's services and are ready to accept the responsibilities that come with membership, specifically those who own a manufactured housing unit within the Cooperative. Each household is exclusively allotted one membership per lot, along with one voting privilege, regardless of the number of owners or members included in the membership. Each household is obligated to designate the registered occupant who is authorized to exercise the single vote of the unit. All votes should be cast either during an in-person park meeting or via an officially stamped CHC Ballot form. According to these bylaws, the term 'household' is defined as the up to two adult occupants residing in a manufactured housing unit within the Park, however it may be constituted at any point in time, and is subject to the Cardinal Haven Cooperative Resident Guidelines and Regulations as necessary.

3.2 Applications for membership should be submitted using an electronic form designed and issued by the Board of Directors. The membership is granted based on the majority vote of the Board of Directors following the submittal of the application and the application fee is paid in full. For any new household to become part of the cooperative, all adults of legal age must undergo a background, eviction, and credit check. At least one individual, who is listed on the deed within the household, must own or live in said manufactured housing unit situated within the park. Furthermore, they must carry out annual Cooperative Agreement ("lease"), provide a copy of their deed, evidence of appropriate and applicable insurance, pet registration, other relevant documentation, and pay both the application fee and the Cooperative Buy-In Fee.

3.3 FOR VOTE 10/23/25

Option 1:

The set Cooperative Buy-In Fee is one thousand dollars (\$1,000.00), which represents the par value. There is no assigned book value. Current residents who previously paid a Buy-In Fee of five hundred dollars (\$500.00) must contribute an additional five hundred dollars (\$500.00) to meet the new Buy-In Fee requirement.

A household that subscribes to membership and consistently meets its monthly lot payment obligations shall retain full voting rights. Conversely, a household that fails to keep up with their payments and does not arrange an agreement with the Cooperative to modify their subscription agreement might face suspension of their membership privileges, as decided solely by the Board of Directors.

Option 2:

The set Cooperative Buy-In Fee is one thousand five hundred dollars (\$1,500.00), which represents the par value. There is no assigned book value. Any Buy-In Fees paid prior to this change will be grandfathered herein, and current residents will not be required to pay any additional amount to meet the new Buy-In Fee.

A household that subscribes to membership and consistently meets its monthly lot payment obligations shall retain full voting rights. Conversely, a household that fails to keep up with their payments and does not arrange an agreement with the Cooperative to modify their subscription agreement might face suspension of their membership privileges, as decided solely by the Board of Directors.

3.4 The Board of Directors retains the authority to utilize all or a portion of a member's Cooperative Buy-In Fee to settle any debt owed to the Cooperative or costs generated due to a member's actions or inactions, with such debts or expenses legally falling under the member's responsibility.

3.5 Any member who intends to relocate their manufactured housing unit from the park, or proposes to sell their unit, is obligated to provide written notification of such intent to the Board of Directors 30 days prior to putting up the home for sale or moving it out. The Board of Directors shall buy the membership share from said household by paying them the share's par value, equivalent to the total amount the member has paid towards their Cooperative Buy-In Fee, without interest and minus any debt the member owes to the Cooperative, within sixty (60) days of the unit's removal or sale, or on a later date provided such purchase would not risk the Cooperative's financial stability. The member's debt may include, but is not limited to, unpaid lot rent, lot clean-up costs, and repairs for any damages to the lot. Any member who departs from the Cooperative and notifies the Board of Directors with less than 30 days' notice of their intent to sell their home or remove their home from the Cooperative will forfeit their membership privileges and will not be entitled to a buyout of their Cooperative Buy-In Fee.

Any member who plans to sell their home on the premises must include the following in the notice of sale to the Board Of Directors clearly stating their desire to sell, the proposed sale price, the expected date of sale, and the name and address of the potential buyer or the contact details of the approved realtor if one is involved.

3.6 At the exclusive discretion of the Board of Directors, consent to a proposed sale or transfer of a member's unit may be declined, as allowed by RSA 477:44, if the member owes money to the Cooperative or if the member is in violation of any other obligations they may have towards the Cooperative.

3.7 Any individual or household planning to move into the park, either by buying a manufactured housing unit within or by placing a new unit on a vacant lot, must first obtain approval for membership from the Board of Directors. If approved, they are required to become a member of the cooperative and pay the complete Cooperative Buy-In Fee. If a person or household is buying a unit within the park and they are not approved for membership, they must remove the unit from the park within 15 days of refusal.

3.8 In the event that any lot within the park remains vacant for over 30 days (aside from temporary vacancies when a cooperative member is substituting their existing manufactured home with a new or different one) and the tenant cannot be contacted, the Board of Directors shall rent the lot to a pre-approved family or individual.

3.9 Within 14 days of receiving a potential buyer's complete membership application, including all applicable fees, the Board will provide a written notice. This notice will either detail the reasons for rejecting the application or confirm its approval.

3.10 A quorum for a members' meeting is constituted by the presence of five members. Voting by proxy is not permitted; instead, absentee ballot voting is allowed through the Official CHC Paper Ballot. A majority vote from the members present at the meeting, in addition to paper votes received, is required to pass any motion, apart from those expressly outlined within these bylaws, given that a quorum has been established.

3.11 Membership certificates shall be issued to any member who has fully paid their CHC Buy-In Fee, is up-to-date with their lot rent, and has a current yearly Cooperative Agreement (lease) signed. This

certificate grants the holder occupancy rights to their lot in accordance with the Cooperative Agreement, which may be amended and enforced from time to time, given that the holder also adheres to the Cardinal Haven Cooperative Resident Guidelines and Regulations of the Cooperative and does not jeopardize its effective operation. The certificate is not transferrable, except by will or under the laws applicable when a person dies intestate, to someone who is also eligible for membership. A membership interest cannot be transferred to someone who does not intend to own the home and reside in the park, unless otherwise permitted by the Board of Directors to tenants of homes within the park.

3.12 All members are obligated to pay their carrying charge (referred to as monthly "lot rent"), as determined by the Board of Directors. If necessary, the Board of Directors can increase the carrying charge ("rent"), provided they give thirty (30) days' written notice to all members.

3.13 The rental or leasing of manufactured housing units within the park is generally not permitted unless given express approval by the Board of Directors, at their sole discretion. The Board of Directors will only consider approving a rental or lease if (1) the member submits a written request citing hardship, and (2) the Board of Directors determines that a genuine hardship exists. A hardship can only be deemed to exist if there is evidence of unusual circumstances or conditions that are different from those commonly experienced by other members, making the application of the restriction against renting or leasing excessively burdensome or harsh to the requesting member. Whether the decision is for approval or disapproval, the Board of Directors' response to any such request will be written, and if approval is granted, the decision will specify the proven hardship circumstances or conditions. The Board of Directors' vote will be kept in the official record of the Cooperative and lot.

Section 4: Transition to Non-Member Status and Expulsion of Members

4.1 The Cooperative reserves the right to rescind membership status for any individual whose conduct materially conflicts with the principles of consumer cooperatives, disrupts the Cooperative's operations, violates the established code of conduct and inclusivity standards, or falls significantly behind on Membership Fee obligations—specifically, by more than three times the subscribed amount—without entering into or complying with a mutually agreed-upon payment arrangement.

Prior to any action to rescind membership, the Cooperative shall provide the member with written notice detailing the basis for the proposed action and offer a reasonable opportunity for a hearing before the Board of Directors. The member may also request an appeal meeting to contest the decision.

If membership is rescinded, the individual will be transitioned to the prevailing non-member rent rate. An amount equal to the current non-member rent will be withheld from any payments made toward the Cooperative Non-Member Deposit Fee, which shall serve as a security deposit. If the total payments toward the deposit are less than the required amount, the individual will be responsible for paying the difference.

If a resident remains at the non-member rent rate for a continuous period of six (6) months, and does not take steps to restore membership or enter into a payment agreement, the Cooperative may initiate eviction proceedings in accordance with applicable state and local laws. The Cooperative will ensure that all eviction actions are conducted in compliance with New Hampshire landlord-tenant law and any other relevant legal requirements.

Upon the resident's departure from the park, the security deposit will be refunded, less any outstanding debts or expenses incurred on the resident's behalf, within the timeframe required by New Hampshire law. It is important to note that eviction may occur independently of formal expulsion from membership.

4.2 Any member seeking a hearing following a Cooperative action must inform the Board of Directors ten days prior to the hearing if they plan to be represented by legal counsel.

Section 5: Meetings and Votes

5.1 Cardinal Haven Cooperative Resident Guidelines and Regulations shall be approved or amended by a two-thirds vote of a quorum of the board and must be adhered to by all residents.

5.2 The bylaws of the corporation can only be adopted, amended, or repealed by a majority vote from the member households, as stipulated by the Articles of Incorporation and NH RSA 301-A:10

5.3 Any decision that involves the commitment of \$5,500.00 or more of the Cooperative's resources and/or may substantially impact the Cooperative's viability must be made by the membership at an annual, special, or regular meeting of the members. The Treasurer holds the authority to pay mortgages and operating expenses that are included in the Cooperative's annual budget. Any emergency that poses a threat to the health and safety of park residents, as determined solely by the Board of Directors and exceeding the \$5,500.00 cap on expenditures, can be resolved by at least three members of the Board of Directors. The Board of Directors is obligated to inform the membership about such action at the next regular or special meetings of the members.

Section 6: Board of Directors

6.1 The daily management and control of the Cooperative's operations shall be entrusted to and carried out by a Board of Directors. This Board will be composed of five individuals who are members of the Cooperative, and they will be elected at the Cooperative's annual meeting on a biennial basis.

6.2 Starting from the annual meeting of 1993, all directors shall serve a term of two years at a time, starting from the annual meeting at which they are elected and continuing until their successors are properly selected and qualified, unless stated otherwise in the Articles of Incorporation.

6.3 At each election for directors, every member with voting rights shall have the privilege to cast votes for as many individuals as there are director positions available. The membership shall elect each officer, except as noted in section 6.4.

6.4 Vacancies that may occur due to resignation, suspension, or expulsion from the membership can be filled through a majority vote of the directors present at any regular Board of Directors meeting. The appointed director will serve until the next annual meeting.

6.5 Regular meetings of the directors shall be conducted no less than quarterly and at locations as determined by the Board of Directors. Special meetings of the Board of Directors shall be requested and open to the membership unless the Board transitions to an Executive Session (solely for matters of confidentiality). Special meetings of the directors can be convened at the request of the President or any two directors. A written notice, of such meetings requested by a member, stating the place, day, and hour of the meeting shall be posted in a common area, or mailed with prepaid postage to each member at least three days before the meeting date. However, this written notice requirement may be waived with approval, as recorded in writing at a meeting by two-thirds of the directors in office.

6.6 At any Board of Directors meeting, a simple majority of the number of directors currently in office

shall constitute a quorum for conducting business. A minimum of three affirmative votes is required to pass a motion.

6.7 Only one individual from each member household is allowed to serve on the Board of Directors at any given time. Unless voted for by the Board of Directors in the event of hardship.

6.8 Any action that the Board of Directors is required or permitted to take at a meeting can also be taken without a meeting, provided a written resolution outlining the motion is signed and approved by all directors.

6.9 The directors of the Cooperative shall be comprised of a President, Vice President, Secretary, Treasurer, and Park Representative. All officers of the Cooperative must be residents of the park and members of the Cooperative in good standing, and they shall be elected by the membership at the annual meeting as outlined in section 6.1, except for vacancies which arise due to resignation or suspension or expulsion as described in section 6.4 or 7.1.

6.10 No officer may serve in the same position for more than five consecutive two-year terms, unless there are no other individuals willing to accept nominations for the position.

6.11 Officers shall receive a benefit in the form of an 80% reduction on each month's rent for donating the time and efforts required to maintain the financial, maintenance, community, and compliance/legal aspects of the Cooperative.

6.12 The President, Interim President, or Vice President shall preside over all meetings of the directors and membership and act as the executive officer of the Cooperative. They are tasked with managing the affairs and overseeing the general administration according to the guidelines established by the Board of Directors. The President will also perform duties as prescribed by the Board of Directors or duties that are necessary to achieve the objectives of the Cooperative. The President will meet goals and objectives outlined in the CHC President Duties Description.

6.13 The Vice President shall preside over all meetings in the event of the President's absence and shall carry out duties delegated to them by either the Board of Directors or the President. They are responsible for reporting on the activities of the President to the Board of Directors when the President is absent. They also oversee designated committees and are accountable for reporting subcommittee activities to the Board of Directors. The Vice President will meet goals and objectives outlined in the CHC Vice President Duties Description.

6.14 The Secretary shall maintain the organization record of the Cooperative and these bylaws. Any amendments to these bylaws shall be typed, noted, dated, and kept with these bylaws, with copies distributed to the membership. They are responsible for keeping an accurate record of the proceedings of all meetings of the directors and members. If the Secretary is absent from any such meetings, the directors and members, as appropriate, shall designate someone to accurately record the proceedings. The Secretary will meet goals and objectives outlined in the CHC Secretary Duties Description.

6.15 The Treasurer shall manage all funds of the Cooperative and keep a detailed record of all its financial transactions, demonstrating all receipts in the Cooperative's books, which shall be available for inspection by any member at a reasonable time and place within 72 hours of the member's request. The Treasurer is responsible for maintaining all financial records of the Cooperative, including previous fiscal years' financial reports, bank statements and returned checks, invoices, records and any other financial documents. The Treasurer will ensure that all checks drawn on Cooperative accounts bear the signature

of at least two of these three officers: President, Vice President, or Treasurer. They will also report on the Cooperative's financial condition at every board and membership meeting, and are responsible for audits. The Treasurer will meet goals and objectives outlined in the CHC Treasurer Duties Description.

6.16 The Park Representative is responsible for the initial review and research of all membership applicants and will report their findings to the Board of Directors and coordinate interview dates. The Park Representative will meet goals and objectives outlined in the CHC Park Representative Duties Description.

6.17 All officers of the Cooperative shall, subject to the bylaws and any director vote consistent with them, have such powers and duties as the directors shall designate from time to time, in addition to the specific powers and duties listed above.

6.18 Each officer, director, employee, and agent handling funds or securities amounting to \$1,000 or more in a year shall be covered by adequate bond in accordance with RSA 301-A29. The form and amount of this bond are to be approved by the Board of Directors.

Section 7: Removal of Directors

7.1 Removal of Directors: Any director whose actions are determined to negatively impact the operation of the Cooperative can be removed by a two-thirds vote of the membership at any regularly scheduled or special meeting where a quorum is present, provided that a 10-day notice of the impending vote has been given to the officer or director who may be removed. The notice of vote for removal should only be made after a majority vote of the Board of Directors, or after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 50% of the membership. The resolution should clearly state that a two-thirds vote of the membership will be needed to remove the director. The notice should specify the date, time, and place of the meeting where the vote will be taken. Any vacancies on the Board of Directors resulting from a membership removal vote shall subsequently be filled by a vote of the membership at any regular or special meeting of the members. This section does not restrict the voluntary resignation of any director or officer from the Board of Directors.

Section 8: Indemnity

8.1 Directors, officers, and members shall not be personally liable for the debts, liabilities, or other obligations of the Cooperative in relation to their respective roles as directors, officers, and members.

8.2 If any individual is sued or threatened with a lawsuit, either alone or with others, on the grounds of alleged misfeasance, nonfeasance in performing their duties, or any alleged wrongful act against the Cooperative, they may be indemnified for their reasonable expenses, including attorney's fees incurred in the defense of the proceedings. This provision applies except for any proceedings initiated by the Cooperative. This indemnity may be assessed against the Cooperative, its receiver, or its trustee by the court in the same or separate proceedings if (1) the person sued is successful in whole or part, or the proceeding against them is settled with the court's approval, and (2) the court finds that their conduct fairly merits such indemnity. The indemnity amount shall be the attorney's fees and other expenses that the court finds to be reasonable.

8.3 If any individual is sued or threatened with a lawsuit, either alone or with others, on the grounds of being or having been a director, officer, or employee of the Cooperative, in any proceedings other than an action by the Cooperative, they may be indemnified for their reasonable expenses, including attorney's fees incurred in defense of the proceeding. This may occur if the individual acted in good faith

and in a manner they reasonably believed to be in, or not opposed to, the Cooperative's best interest. Any such indemnity shall be authorized by a majority vote of the membership.

Section 9: Fiscal Year

9.1 The fiscal year of the Cooperative shall be the twelve (12) month period ending April 30 of each year. The Cooperative shall ensure that its books are audited or reviewed at the end of each year in accordance with the requirements of RSA 301-A:30, as it currently exists and may be later amended from time to time.

Section 10: Maintenance Crew

10.1 The Board of Directors will select a Maintenance Crew of three residents; one head of maintenance, maintenance crew member 1, and maintenance crew member 2. This crew will be responsible for the maintenance of the park year-round including but not limited to; plowing and shoveling in community spaces, ensuring the fire hydrants are open and accessible, maintaining equipment, mowing, weed whacking, suggesting tool or equipment purchases, ensuring maintenance expenditures are kept within budget, and other duties as assigned by the Board of Directors.

10.2 The Board of Directors will take nominations yearly for the three Maintenance positions. All Nominations should be submitted electronically on the Cooperative's website and the new Maintenance Crew will be announced within 30 days after the Annual All Community Meeting.

10.3 To be on the Maintenance Crew the resident member must be nominated by another resident based on contributive skills and merit, in good standing with the park, their lot satisfactorily maintained as stated in the Cardinal Haven Cooperative Resident Guidelines and Regulations, and up to date on lot rent.

10.4 The Maintenance Crew will receive the following benefit for their dedication to supporting the park and its day-to-day maintenance:

a. Maintenance Crew Benefit Outline: Based on the number of hours donated, the following percentage discounts will be provided in the subsequent month:

- 3-5 hours of self-reported work will earn a 30% discount off the following month's benefit.
- 6-10 hours of self-reported work will qualify for a 50% discount off the following month's benefit.
- 11+ hours of self-reported work will be rewarded with an 80% discount off the following month's benefit.

b. All self-reported work and duties must be assigned or approved in advance by the Board of Directors. Any unauthorized work will not be counted towards the total donated hours in the exception of a true emergency. The process for self-reporting and obtaining Board approval is detailed in the Cardinal Haven Cooperative Resident Guidelines and Regulations and all Maintenance Crew benefits will be subject to the Cardinal Haven Cooperative Resident Guidelines and Regulations as modified to date.

Section 11: Committees

11.1 The Cooperative will maintain two active membership committees including the CHC Maintenance Committee, and the CHC Community Committee, will be active within the Cooperative.

The CHC Maintenance Committee will help maintain maintenance tasks that require larger support than the Maintenance Crew can do alone, they can also do one off tasks when the Maintenance Crew is unavailable.

11.2 To be on the Maintenance Committee the resident member must express an interest in fostering community within our park, be in good standing with the park, have their lot satisfactorily maintained as stated in the Cardinal Haven Cooperative Resident Guidelines and Regulations, and up to date on lot rent.

11.3 The committee members will be rewarded with the following benefits for their commitment to supporting the park and its day-to-day operations:

a. Committee Member Benefit Scheme based on hours donated with terms:

- 1-2 hours are considered Volunteering for the Cooperative, contributing to the overall improvement of the park.

- 3-5 hours of self-reported work will entitle the committee member to a 30% discount off their benefit for the following month.

- 6-10 hours of self-reported work will qualify the committee member for a 50% discount off their benefit for the following month.

b. All self-reported work and duties must be assigned or approved in advance by the Board of Directors. Any unauthorized work will not be counted towards the total donated hours in the exception of a true emergency. The process for self-reporting and obtaining Board approval is detailed in the Cardinal Haven Cooperative Resident Guidelines and Regulations, as modified to date.

Section 12: Amendment

12.1 The bylaws may be amended or repealed, and new bylaws adopted by a majority vote of the total membership at any regular or special membership meeting, provided that notice of the proposed amendment shall be given in writing to all members fourteen days prior to such meetings. Technical changes in wording or details of the proposed amendment that do not alter the subject matter shall not require additional notice.

Section 13: Dissolution

13.1 Dissolution of the cooperative shall be as outlined in RSA 301-A:33. In the event of dissolution of the cooperative, the assets, after payment of the cooperative debts and expenses, shall be distributed in the following manner:

(a) The par value of the membership certificates or shares shall be returned to the members. Amounts paid on subscriptions shall be returned to subscribers. The amounts allocated in the distribution of net savings under RSA 301A:28 shall be returned to those members entitled to them.

(b) If, after paying all debts and expenses, there are not adequate assets remaining to return the par value to all members, then the remaining assets shall be distributed to the members in proportion to the amounts paid in by each member on their membership fee.

II. Any surplus remaining after the distribution in Paragraph 13.1 (a) and (b) may be distributed as a contribution to any cooperative association or other non-profit association to which contributions

are deductible from income tax under current Internal Revenue Service regulations, selected by a majority vote of the membership.