

# Lincoln Mobile Estates Housing Cooperative Corporation Inc.

## Application for Membership Packet~ Cover Sheet

All completed applications are considered to be received *only* when received by a representative of Lincoln Mobile Estates Housing Cooperative Corporation Inc.

Enclosed you will find the following documents:

1. Letter to Applicants
2. Living in a Resident-Owned Community
- 3. Application for Membership**
4. Summary of Rights Under Fair Credit Reporting Act (FCRA)
- 5. Acknowledgement Form of Community Rules, Bylaws, & Occupancy Agreement**
- 6. Consumer Authorization and Release Form**
- 7. Pet Registration — when applicable**
8. Member Interest Questionnaire (please return to the Membership Committee)
9. Community Rules
10. Cooperative Bylaws
11. Member Occupancy Agreement
12. Rhode Island Required Disclosure Form
13. Important Notice Required by Law (M.G.L. c. 140 § 32P)
14. Selling the Home- Homeowner Responsibilities

**NOTE:**

- The seller and the realtor should be given copies of document #14
- Items in **BOLD** must be returned with the Application.
- Applications that are not filled out completely will be returned to the applicant(s), with a **Notice of Adverse Action**. Applications that are considered “complete” only if the items listed in the Letter to Applicants have been received.

**For more information, see the enclosed “Letter to Applicants.”**

# Lincoln Mobile Estates Housing Cooperative Corporation, Inc.

## Letter to Applicants A Resident Owned and Operated Community

Thank you for your interest in our community. We hope you consider joining us as resident owners. We strive to maintain a positive and well-kept community.

### About the Community:

- This is a people-oriented community, we help each other
- Conveniently located for natural beauty, employment, and shopping
- Clean and well maintained
- Strong sense of community
- members (you) create and live by the Community Rules. Please read them carefully before you join.

### About the Application Process:

- Complete the Application.
- Return it fully completed with all requested documentation, including:
  1. **Application for Membership**
  2. **Consumer Authorization and Release Form**, completed by all applicants 18 years of age or older.
  3. **A non-refundable fee equal to the amount of the credit and criminal background check of \$0.00**, for each applicant 18 years of age or older.
  4. **A copy of photo identification** for each applicant 18 years of age or older.
  5. **Signed Community Rules, Bylaws, Occupancy Agreement, and Acknowledgment Form.**
  6. **Proof of income**, including the previous 1 month's (4 week's) pay-stubs and the previous year's Federal Income Tax Returns (if filed), proof of Social Security and/or SSD income, annuities and/or proof of any other sources of income.
  7. **Pet Registration**, if applicable.

Please note that incomplete applications will be returned to the Applicant, along with a Notice of Adverse Action.

## Next Steps to Follow:

1. Upon the receipt of a fully completed Application the following must be completed within 14 days!
  - a. Attend an interview with the Membership Committee as soon as possible.
    1. You need to bring to the meeting
      1. Application for Membership
      2. Bylaws/Community Rules/Occupancy Agreement Acknowledgement Form
      3. Required Disclosures Acknowledgement Form
      4. Pet Registration Form (if needed)
      5. Member Interest Questionnaire
      6. Bylaws and Community Rules
  - b. The Membership Committee submits the application to the Board of Directors
  - c. The Board of Directors meets at a scheduled regular meeting or must meet within 3 days after the interview to complete the process before the 14-day deadline of the application process.
  - d. The applicant will receive a written letter within 2 days of the board membership vote of approval/denial of the application.
  - e. If approved, an Acceptance Letter will be received along with:
    1. Membership Agreement (this is part of the membership packet)
    2. Member Interest Questionnaire (this is part of the membership packet)
    3. Acceptance Letter and Attachments Acknowledgement Form
2. Have your Real Estate closing.
  - a. All buyers of any mobile home which will be placed on a leased lot in the Park or which is currently situated on a leased lot at the Park must pay a \$1,500 one-time nonrefundable Fee at the closing for the mobile home or upon the signing of a Lease for the lot upon which the home will be situated to the Landlord/Cooperative. The check is payable to Lincoln Mobile Estates HCC. Payments shall be placed in the Working Capital Account.
3. After you are approved, before you may move in the “New Member Meeting must be scheduled.
  - a. Please bring the following documents with you to the meeting
  - b. Pay your **\$500.00** Membership Fee. (This one-time fee is fully refundable when you sell your home, minus any outstanding fees owed to the ROC.)
  - c. Return the completed Member Interest Questionnaire.
  - d. Complete the Acceptance Letter and Attachments Acknowledgement Form.
  - e. Execute the Occupancy Agreement, with all household members listed.
  - f. Execute the Membership Agreement.
  - g. Receive your Membership Certificate.
  - h. Fill out the Member Contact and Emergency Information form
  - i. Get informed about our Trash and Pickup Schedule
  - j. Get informed of our next schedule Coop Meeting and Directions
  - k. Pay your first Lot fee when it is due.

**After you move in our Welcoming Committee will visit you:**

1. Learn how the ROC works
2. Attend a Coop Meeting and be introduced to your fellow Members.
3. Sign up to participate on a committee to help run our ROC.
4. Get to know your neighbors- you are now part of the Community!

Fill-in the following at your welcoming visit:

If you have questions, please call \_\_\_\_\_,  
Chair of the Membership Committee.

He / She can be reached at \_\_\_\_\_

## Living in a Resident-Owned Community

Living in a resident-owned community is different than living in an investor-owned park. This type of community living is unique — homeowners in resident owned communities are not simply tenants in a park, they are **Members** of an association and owners of a business. As an association member it is important to understand that:

- The Association is a business incorporated under Rhode Island General Laws. It is owned by its members. Individual homeowners do not own the land underneath their homes; the association does.
- The association has member-approved bylaws, which spell out how the business is governed.
- The association is democratically governed by a one-member, one vote system. Each member-household has equal decision-making authority.
- New homeowners moving into the community are required to become members and enter into an **Occupancy Agreement**, binding them to the bylaws and community rules.
- Members elect a board of directors to carry out the day-to-day tasks of running a business. The board then appoints committees to take on other tasks.
- Members have control over big decisions, such as carrying charges (rent), approving the annual budget, electing a board and amending the bylaws or community rules.
- Members can be expelled from the Association (which is *different* than being evicted from the community) for obstructing the management of the association. This is a serious matter and not to be taken lightly. Members who are expelled typically lose voting privileges.

The board and the appointed committee members must adhere to the association's bylaws and rules, as well as to state and federal laws. They are also association members, and are accountable to their fellow members. They must run the association in a fair, consistent, democratic and business-like manner.

Association membership has rewards, rights and responsibilities. The strength of a resident-owned community is directly related to the participation and commitment of its members. By participating in the association, members can help reduce costs, build a vibrant neighborhood and grow as leaders. Participation includes everything from baking brownies for the annual community barbecue to operating the well system, from an hour a month to a two-year commitment on the Board of Directors.



**Lincoln Mobile Estates Housing Cooperative Corporation,  
Inc.**

**Application for Membership**

All information must be filled out completely. Incomplete applications will be returned to the applicant(s). If a question does not apply, place "n/a" in the space provided. Please print all information legibly.

Applying for: \_\_\_\_\_ (Address)

Current owner: \_\_\_\_\_

Applicant: \_\_\_\_\_

Co-applicant: \_\_\_\_\_  
(if more than two applicants, please ask for an additional application)

Name(s) on Title: \_\_\_\_\_

Current address: \_\_\_\_\_ (street)

\_\_\_\_\_ (city, state, zip)

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Length of time at this address: \_\_\_\_\_

Current landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

**If less than three (3) years at current address, list previous addresses:**

Address (street, city, state, zip):

\_\_\_\_\_

Landlord \_\_\_\_\_ Phone: \_\_\_\_\_

Address (street, city, state, zip):

\_\_\_\_\_

*(continued)*

Landlord \_\_\_\_\_ Phone: \_\_\_\_\_

Applicant employer: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Co-applicant employer: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Please list all *monthly* income to be considered towards payment of lot rent:

Applicant income:		Co-applicant income:	
Income amount	\$ _____	Income amount	\$ _____
Income amount	\$ _____	Income amount	\$ _____
Income amount	\$ _____	Income amount	\$ _____
Total monthly income	\$ _____	Total monthly income	\$ _____

Anticipated monthly expenses:

Mortgage(s):	_____	Car Payment(s):	_____
Electric:	_____	Auto Insurance:	_____
Cable/Internet:	_____	Homeowners Ins.:	_____
Heat:	_____	Phone(s):	_____
Other:	_____		

Number of persons who plan to occupy home \_\_\_\_\_

Are you or any members of your household required to register as a sex offender?

Yes

No

## REFERENCES

Please list three personal (not professional) references who can speak to your likelihood to pay your rent in a timely manner, follow the community rules, and participate as an Association member in good standing. References may not include relatives.

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Please read the following information before signing this application:

To join Lincoln Mobile Estates Housing Cooperative Inc., I/we are aware that a Membership Fee of \$500 must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. We understand that the home must be lived in by the family/household purchasing and cannot be rented out except under extraordinary circumstances as determined by the Association. I/we understand that all members of the household must be aged 18 or older. I/we understand that this application in no way guarantees my/our acceptance into the Community Association. I/we authorize the Association to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless the Association, its contracted Property Manager, and its employees and/or tenants, from any action arising from these inquiries.



The Association does not discriminate based on age, sex, race, religious creed, color, **marital** status, **family** status, **physical** or mental handicap, blindness, hearing impairment, ancestry, receipt of public assistance, veteran status or membership in the armed forces, children or national origin or on account of that person's sexual orientation in the approval of its members.

**If any information in this application is found** to be false, this is immediate **grounds** for denial of membership.

Disclaimer: I/we understand that should I/we be accepted as a member of the Association, misrepresentation of information on this Application for Membership may be grounds for member expulsion according to the Association Bylaws. Such expulsion would result in the loss of membership. Loss of membership/expulsion would result in the loss of voting privileges, loss of member credit toward rent, and may lead to eviction. By signing this application, I/we attest that this is accurate and true information to the best of my/our knowledge.

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Applications that are incomplete, illegible and/or are not accompanied by the proper documentation will be returned to the applicant(s) and considered as NOT having applied for tenancy in a manufactured housing community relative to 940 C.M.R. 10.01(2).

**Lincoln Mobile Estates Housing Cooperative Inc.**  
**Bylaws/Community Rules/Occupancy Agreement**

**Acknowledgement Form**

I/We \_\_\_\_\_ live at the  
lot located at \_\_\_\_\_ (street address). I/We have  
received and read a copy of the Lincoln Mobile Estates Housing Cooperative, Inc.  
Bylaws, Community Rules, and Occupancy Agreement.

By signing and dating this form, I/we acknowledge that we understand and will obey  
the Bylaws, Community Rules, and Occupancy Agreement of Lincoln Mobile Estates Housing  
Cooperative, Inc. If I/We do not follow these Bylaws and Rules, I/we understand that  
this could be grounds for expulsion from Membership and/or eviction from the  
Community.

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

CO-Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_



COOPERATIVE  
DEVELOPMENT  
INSTITUTE

The Northeast Center  
for Cooperative Business

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus that gather and sell information about your creditworthiness to creditors, employers, landlords, and other businesses. The FCRA gives you specific rights, which are summarized below. You may have additional rights under state law. For more information, go to [www.frc.gov/credit](http://www.frc.gov/credit), or write to: Consumer Response Center, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

**You must be told if information in your file has been used against you.** Anyone who uses information from a consumer reporting agency to deny your application for credit, insurance, or employment — or take another adverse action against you — must tell you and give you the name, address, and phone number of the agency that provided the information.

**You can find out what is in your file.** At any time, you may request and obtain your report from a consumer reporting agency. You will be asked to provide proper identification, which may include your Social Security Number. In many cases the report will be free. You are entitled to free reports if a person has taken adverse action against you because of information in a report; if you are the victim of identity theft; if you are the victim of fraud; if you are on public assistance; or if you are unemployed but expect to apply for employment within 60 days. In addition, you are entitled to one free report every twelve months from each of the nationwide credit bureaus and from some specialized consumer reporting agencies. See [www.annualcreditreport.com](http://www.annualcreditreport.com) for details about how to obtain your free report.

**You have a right to know your credit score.** Credit scores are numerical summaries of a consumer's creditworthiness based on information from consumer reports. For a fee, you may get your credit score. For more information, click on [www.frc.gov/credit](http://www.frc.gov/credit). With some mortgage transactions, you will get your credit score information without charge.

**You can dispute inaccurate information with the consumer reporting agency.** If you tell a consumer reporting agency that your file has inaccurate information, the agency must take certain steps to investigate unless your dispute is frivolous. For an explanation of dispute procedures, go to [www.frc.gov/credit](http://www.frc.gov/credit).

**Inaccurate information must be corrected or deleted.** A consumer reporting agency or furnisher must remove or correct information verified as inaccurate, usually within 30 days after you dispute it. However, a consumer reporting agency may continue to report negative data that it verifies as being accurate.

**Outdated negative information may not be reported.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

**Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need as determined by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

**Identity theft victims and active duty military personnel have additional rights.** Victims of identity theft have new rights under the FCRA. Active-duty military personnel who are away from their regular duty station may file "active duty" alerts to help prevent identity theft. For more information, visit [www.frc.gov/credit](http://www.frc.gov/credit).

**Your consent is required for reports that are provided to employers.** A consumer reporting agency may not give out information about you to your employer, or potential employer, without your written consent. Blanket consent may be given at the time of employment or later.

**You may choose to remove your name from consumer reporting agency lists for unsolicited credit and insurance offers.** These offers must include a toll-free phone number you can call if you choose to take your name and address off lists in the future. You may opt-out at the major credit bureaus by calling 1-888-567-8658.

**You may seek damages from violators.** If a consumer reporting agency, a user of consumer reports, or, in some cases, a furnisher of information to a consumer reporting agency violates the FCRA, you may sue them in state or federal court.

The FCRA gives several federal agencies authority to enforce the FCRA:

<b>TO FILE A COMPLAINT AND FOR INFORMATION:</b>	<b>PLEASE CONTACT:</b>
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center - Washington, DC 20580 CRA 1-877-382-4367
National banks, federal branches/ agencies of foreign banks (word "National" or initials "N.A." appear in or after banks name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches /agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452 3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929

Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 177 Duke Street Alexandria, VG 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corp Division of Depositor and Consumer Protection Washington, DC 20429 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator Washington, DC 20250

*Para información en español, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escriba a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

# Lincoln Mobile Estates, Housing Cooperative Corporation Inc

## Required Disclosures Acknowledgement Form

I/We \_\_\_\_\_ are applying for Membership in the ROC for the lot located at \_\_\_\_\_ (street address). I/We have received and read a copy of:

- Bylaws
- Community Rules
- Occupancy Agreement
- Membership Agreement
- Legally sufficient description of the property (what is this)
- Additional Household Member Policy (what is this)

By signing and dating this form, I/we acknowledge that we understand and will obey the Bylaws, Community Rules, and Occupancy Agreement of \_\_\_\_\_. If I/we do not follow these Bylaws and Rules, I/we understand that this could be grounds for expulsion from Membership and/or eviction from the Community.

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_



\_\_\_\_\_ ROC, Inc.

### Pet Registration Form

**Please fill out one form per pet.**

**Please attach a photo of your pet to this registration form.**

Pet owner's name(s): \_\_\_\_\_

Pet owner's address: \_\_\_\_\_

Pet owner's phone number: \_\_\_\_\_

Pet owner's email address: \_\_\_\_\_

Pet's name: \_\_\_\_\_ Tag #: \_\_\_\_\_

\_\_\_\_\_ cat

\_\_\_\_\_ other – specify: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_

Insurance company: \_\_\_\_\_ Phone: \_\_\_\_\_

Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Agent: \_\_\_\_\_

If you are not at home, who can handle this pet?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Failure to comply with the Community Rules specifically related to pets is a breach of your Occupancy Agreement and is sufficient grounds for eviction. See state law for more information.

The Community Rules specifically related to pets will be strictly enforced.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_





Please check all interests that you feel comfortable doing (or are willing to learn):

- Plumbing
- Water systems
- Taking Notes
- Nature Walks
- Book Club
- Bookkeeping
- Recycling
- Flower Arrangements
- Organizing events
- Crime Watch
- Baking
- Board games enthusiast
- Septic Systems
- Gardening
- Book Club
- Publishing a newsletter
- Fall/Spring Clean-up
- Knitting group
- Filing
- Carpentry or Wood-working
- Yard Sales
- Easy fundraisers (bake sale, etc.)
- Making reminder phone calls
- Grilling

I am interested in learning more about the following roles on the ROC's Board of Directors:

- President
- Vice-President
- Treasurer
- Secretary
- Operations Manager /Director

There are many ways for Members to have a voice in the community. One great way to get to know your neighbors, as well as to have a say in how things are run, is to join a committee. Please check the committee below which you feel best serves your interests and talents:

- Membership Committee
- Finance Committee
- Social Committee
- Community Rules Enforcement
- Maintenance Committee
- Ad-hoc committees, as needed.

Thank you for completing this questionnaire. A Member of the Community will be contacting you shortly about your volunteer interests.

Name (s):

Phone: \_\_\_\_\_

Best time to call:

## **Community Rules**

Lincoln Mobile Estates Housing Cooperative Corporation, Inc.

A Resident Owned Community

**Owned and operated by: Lincoln Mobile Housing Cooperative Corporation, Inc.**

### **Introduction**

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive, and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you with a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

### *The Board of Directors*

### **RULES AND REGULATIONS:**

#### **NOTICE REQUIRED BY LAW**

Pursuant to Rhode Island General Laws (RIGL) 31-44-8, please be advised as follows:

"The terms of your tenancy must be in accordance with the Rhode Island Mobile and Manufactured Home Act, Title 31, Chapter 44, Section 3 requires all the rules and regulations governing your tenancy to be fair and reasonable. Unreasonable rules or those not in compliance with the Rhode Island Mobile and Manufactured Home Act 31-44-3 cannot be enforced against you."

"The licensee of this park shall not require you to deal exclusively with a certain fuel dealer or other merchant for goods and services in connection with the use or occupancy of your manufactured home lot unless that restriction is necessary to protect the health, safety, or welfare of manufactured home residents in the park. If you are required to deal with a certain dealer or merchant, the price you pay for goods or services may not be more than the prevailing price in this locality for similar goods and services."

"An increase in lot fee or termination of tenancy which is taken against you by a licensee as a penalty for reporting a violation of the Mobile and Manufactured Home Act or any applicable building or health code, or for any other justified complaint to a governmental authority is a reprisal and is prohibited by law."

These Rules and Regulations are required to ensure a neat clean and attractive manufactured home park. Violations of these Rules and Regulations will result in a loss of tenancy. This document is in accordance with the Rhode Island General Laws governing manufactured home parks throughout the State of Rhode Island.

DEFINITIONS: (As defined by RIGL 31-44-1)

1. "Licensee" means any person or agent licensed under RIGL 31-44-1.6 who is directly or indirectly engaged in the business of selling manufactured homes or who operates and maintains a manufactured home park under the provisions of RI Law.
2. "Owner" means any licensee or permittee or any person who owns, operates, or maintains a

manufactured home park.

3. "Resident" means an owner occupying a manufactured home in a manufactured home park with the consent of the owner as defined in RIGL 31-44-1.11.

4. "Manufactured home park" or "park" means a plot of ground upon which four (4) or more manufactured homes, occupied for residential purposes, are located.

5. "Manufactured home space" or "lot" means a plot of ground within a manufactured home park designed for the accommodation of one manufactured home.

6. "Household" means one or more persons occupying a housing unit.

7. "Prospective Resident" means an applicant for admission to a manufactured home park who is ready, willing, and able to buy a manufactured home owned and offered for sale by a licensee or permittee or resident, and who is able to meet the entrance requirements of the rules of the park.

8. "Standards for manufactured homes" means any written, nondiscriminatory minimum specifications for structural soundness, safety, and habitability adopted by the department or any other government agency.

A. The rules set forth below govern the terms of your Occupancy Arrangement with this manufactured home park. The law requires that all of these rules and regulations be fair and reasonable, else said rules and regulations cannot be enforced.

- 1) You cannot be offered a manufactured home space or lot without first being shown a copy of the Occupancy Agreement prior to occupancy.
- 2) You may not be evicted for reporting any violations of law or health or building codes to the Board of Health, the Department of the Attorney General, or any other appropriate local or government agency. Receipt of notice of termination of tenancy by you, except for non-payment of lot fee, within three (3) months of making such report shall create a rebuttal presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within six (6) months.

B. 1) Prospective residents must register with designated agent upon arrival in the Park and provide a list of occupants of the manufactured home and other pertinent information regarding ownership and occupancy of the manufactured home. Management reserves the right to verify ownership, occupancy, etc. of all residents and prospective residents.

2) It is the resident's responsibility to notify the designated agent of any change including the names of all occupants of the manufactured home. Any guests staying more than thirty (30) days must register with Management.

3) By signing with the designated agent residents thereby comply with the law and formally absolve management, owners, or caretakers of the responsibility for fire, theft and damage to property, or to injuries to persons, residents and their families or their guests while in the Park. They acknowledge that they have received a copy of these regulations and that they, their families, and guests will abide by them. Residents of the Park will be held responsible for any damage done to the Park property, facilities or grounds whether the damage is done by them, their families or their guests.

- 4) Prospective Buyers must follow the steps outlined in the Bylaws of the Association, Section 3.4.
- 5) Further guidance regarding purchase and sales of homes in the Community can be found in the Bylaws, Sections 3 and 4, and Section 4 of these Community Rules.
- 5) Management reserves the right to reject any prospective resident or manufactured home purchaser for good cause. Good cause shall include, but is not be limited to:
  - a. inability to conform to these Community Rules;
  - b. inability to meet the financial obligations of the required lot fee.
  - c. intent to utilize the manufactured home or the manufactured home space for illegal purpose.
- 6) A copy of these current Community Rules, the Bylaws of the Association, and the previous three (3) years' rent and other fees of the park shall be delivered by the Management to prospective residents.

## **I GENERAL RESPONSIBILITIES**

- 1) The Corporation is responsible for:
  - a) All underground utilities;
  - b) Snowplowing of roads;
  - c) Maintenance of roads and common areas;
  - d) The removal of any trees that are damaged or unhealthy;
  - e) Utility Poles (applicable in some ROCs);
  - f) Enforcing these Community Rules;
  - g) Maintaining the premises when necessary to prevent the accumulation of stagnant water;
  - h) Keeping each manufactured home lot marked in such a way that each resident will be certain of their area of responsibility;
  - i) Keeping any exterior area of the manufactured home park within its control (not the responsibility of a resident) free from any species of weed or plant growth which are noxious or detrimental to the health of the residents;
  - j) The extermination of any insect, rodent, vermin, or other pest dangerous to the health of the residents whenever infestation exists in the area of the manufactured home park. It shall not be the responsibility of the affected resident if the infestation is not the fault of that resident (particularly if the infestation existed prior to their occupancy);
  - k) Maintaining all electrical, plumbing, gas, or other utilities provided by the licensee in good working condition. In the event of any repairs or construction to any utility in any manufactured home park, written notice shall be given twenty-four (24) hours prior to the repairs or construction to each tenant of the manufactured home park, except in cases of emergencies, after which any repair shall be completed within seventy-two (72) hours unless good cause is shown as to why the action or repair has not been completed. No utility shall be discontinued during the repairs or construction for more than three (3) consecutive hours unless the plans have been reviewed by the city or town engineer;
  - l) Maintaining all utilities provided to manufactured homes within the park up to and including the connection to the individual manufactured home, and all water and sewage lines and connections in good working order, and in the event of any emergency, making necessary arrangements (if possible) for the provisions of the service on a temporary basis;
  - m) Respecting the privacy of the resident and agreeing to enter the manufactured home only

after 48-hour notice (written or verbal) to the resident, during normal business hours or a time mutually agreeable, except in the event of an emergency where notice cannot be given;

- n) Allowing all residents, the freedom of choice in the purchase of all services, pursuant to RIGL 31-44-3 "rules and regulations;"
  - o) Allowing a resident to terminate the Occupancy Agreement whenever a change in the location of the resident's employment requires a change in the location of their residence if the resident gives thirty (30) days' notice; provided, that a resident who is a member of the armed forces of the United States may terminate their Agreement with less than thirty (30) days if they receive reassignment orders which do not allow prior notification;
  - p) Maintaining any road in the manufactured home park within the Corporation's control in good condition, provide adequate space for parking of one car for each lot and be responsible for damage to any vehicle, excluding damages from speed bumps, which is the direct result of any unrepaired or poorly maintained access road within the park and that is within the licensee's control;
  - q) Making reasonable rules for guest parking.
- 2) The homeowner is responsible for:
- a) Hooking up to utilities and maintaining connections;
  - b) All items listed in Section IV Buildings and Structures of these Community Rules;
  - c) Upkeep of their lot, including the care, maintenance and snow removal of their own walkways and driveways;
  - d) Outside use of water is restricted to odd calendar days;
  - e) For use of water to power wash your home, there is a fee of twenty dollars (\$20.00) for single wide; Thirty dollars (\$30.00) for double wide. Send a separate check made payable to LMEHCC and send your payment with your lot fee to Clarkin Property Management;
  - f) Obeying these Community Rules;
  - g) Payment of lot fee on time;
  - h) Prominently displaying the street number on the front and other locations on the home for emergency (911) and deliveries;
  - i) All state or local taxes on the home. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the co-op.
  - j) Damages, injury or loss incurred in their homes and on their lot.
  - k) Acquiring and maintaining homeowner's insurance on the home and providing proof of such to the Management.
- 3) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed. This is a life safety issue!

## **II OCCUPANCY**

- 1) The Park is a Fifty-Five (55+) Park only, as authorized by the RIGL and Department of Housing and Urban Development (HUD.)
- 2) Each resident shall have one mailing address, which will default to 27 Woodward Road, Lincoln RI 02865.
- 3) No children shall be allowed to reside within the Park continuously for a period in excess of five (5) days during any calendar month. In the case of any Resident of the Park having a child or obtaining a child, such child and/or parent(s) or legal guardian(s) shall vacate the Park within

one-hundred twenty (120) days.

- 4) Children are not permitted to roam the Park without proper supervision. The Resident will be held responsible for any damage caused by children.
- 5) All housing units are to be owner-occupied. No rentals or sub-leases are allowed. In order to promote the safety of the homeowners and make a fair distribution of services, all bedrooms shall consist of a minimum of fifty (50) square feet of floor area, and bedrooms designed and certified for two (2) or more people shall consist of seventy (70) square feet of floor area plus fifty (50) square feet for each person in excess of two (2).
- 6) All lot fees are due on the first (1st) day of the month. There is a ten-dollar (\$10.00) late charge for lot fee received after the twentieth (20<sup>th</sup>) day of each month.
- 7) Cash is not acceptable for payment of lot fees. A returned check fee of twenty-five dollars (\$25) per returned check will be assessed in addition to the actual returned check bank fees. No re-deposits will be made.

### **III SALE OF THE MANUFACTURED HOME**

- 1) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot fee. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the Corporation as a condition of allowing the home to remain in the community.
- 2) For a period of thirty (30) days following the delivery of the notice to the Board, if the resident 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 resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.
- 3) A lower-income family or individual shall be defined as a family or individual whose total income does not exceed eighty percent (80%) of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- 4) Every person who sells a manufactured home shall warrant to the buyer that the home is free and clear of all liens and if the seller violates the warranty, then the seller shall be strictly liable to the buyer in damages in accordance with RIGL 31-44-4-5(I).
  - a) For sales of homes:
    - i. The letter Management will contain the agent's name, telephone number, and address.
    - ii. The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
    - iii. If the buyer desires an inspection of the home as a contingency of the sale, it must be done in compliance with RIGL 31-44-4-6.
    - iv. List the home with a licensed real estate broker with a commission not to exceed ten percent (10%).

- v. The Rhode Island Mobile Home and Manufactured Home Commission as well as the established process for screening prospective purchasers by the Board shall define the term "Qualified Buyer" and "Prospective Residents". The Resident may post one (1) "FOR SALE" sign no larger than two feet (2) by two feet (2) in size, on the subject manufactured home for a reasonable time period.
  - vi. In the event of resale of a manufactured home, the local Building Inspector in the town where the manufactured home is to be located shall, upon the request of either party, inspect the unit and issue a certificate of approval that the unit is safe for human habitation and the site meets local zoning requirements. Any fee associated with the inspection will be the responsibility of the calling party.
  - vii. A draft copy of the purchase and sales agreement must be provided to the Board ten (10) days in advance of the closing and a copy of the final bill of sale must be supplied to the Board within ten (10) days after closing.
- b) For removal of homes:
- i. All taxes assessed against the home, all lot fees and assessments are to be paid in full.
  - ii. In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
  - iii. The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
- c) For homes to be moved in:
- i. The Board of Directors requires written approval of all new and used homes prior to delivery.
  - ii. The Board of Directors reserves the right to inspect and view any used home before moving into the community.
  - iii. If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
  - iv. All work must meet the minimum standards set by RIGL 31-44.
  - v. All manufactured homes that do not pass inspection shall be removed within one-hundred twenty (120) days, at the Resident's expense. A more detailed description of the inspection is contained in the inspection sheet of Lincoln Mobile Estates Housing Cooperative Corporation Inspection for safe and sanitary as well as Aesthetic Standards will be examined.
- 5) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- 6) Septic systems are not to be used for disposal of grease, food scraps, condoms, feminine napkins or tampons, diapers, flushable wipes, non-bathroom tissue, cat litter, paint, children's toys, bio-hazard material, or other material not generally used or generated in bathroom or kitchen use. No garbage disposals are allowed. Residents are encouraged to use strainers in kitchen sinks, and no drips of faucets are allowed to continue unabated.
- 7) As a Member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase all lot fees. If the damages are found to be due to a particular homeowner's failure to follow this rule, that homeowner may be responsible for the entire cost of the repair.
- 8) It is the responsibility of the homeowner to provide for securing the home's water lines from



leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The Corporation reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Corporation's property and/or infrastructure are found to be due to a particular homeowner's failure to follow this rule, that homeowner may be responsible for the entire cost of the repair.

- 9) Notify the Board of Directors if there are any additional occupants in your home that exceed 30 (thirty) days. In all cases, the total number of occupants shall not exceed the Corporation's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult occupant must meet the Corporation's Criminal Background Criteria. Occupancy may NOT exceed limits as defined by local and state law and in the above Section II, Line 5.
- 10) All homeowners are responsible for the actions of their guests, members of their household and their animals. These Community Rules apply to all guests and invitees, as well as the homeowner household.
- 11) No person or animal is to be on the lot or property of others, uninvited.
- 12) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale or giving of illegal drugs to others in this Community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- 13) A moderate noise level from radios, electronic equipment, vehicles, and parties is expected at all times. Quiet hours are from (ten) 10 PM to (eight) 8 AM.
- 14) Homeowner is responsible for all repairs and maintenance of any aboveground fuel storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with "SAFETANK" standards as published by the Rhode Island Department of Environmental Management (DEM) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as lot fees are allowable under Rhode Island law. Screening the tank from view is required and should be constructed according to rules set forth in Section IV Buildings and Structures, Line 5.

#### **IV BUILDINGS AND STRUCTURES**

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) The Board, its management company and/or lender may require the removal of a manufactured home because the age and condition does not meet the standards of the manufactured homes in the Park, in conformity with RIGL 31-44- 4(f) (4) (5), as specified in the Park Rules and Regulations, and as documented in writing how the manufactured home fails to meet said standards within a reasonable time. The Resident shall be given sixty (60) days to bring the

manufactured home into compliance with the standards. If time or weather conditions pose a hardship, the Resident may establish an escrow account sufficient to compensate for the necessary improvements, provided said account shall be held and managed by the Owner.

The standards are as follows:

1. Adequate, protective exterior coating or siding, in good condition.
  2. A roof in good condition and repair.
  3. Windows and doors in good condition and repair.
  4. Plumbing and electrical systems in conformity with local and state codes and in good condition and repair.
  5. A detachable hitch is required in good working order and good condition.
  6. Anchoring system in accordance with current State Building Codes.
  7. Skirting around the base on the manufactured home to be approved vinyl skirting material.
  8. Steps and handrails sturdy and maintained in good condition.
  9. No bottled gas and or fuel oil tanks allowed in front of manufactured home.
  10. Fuel oil tank shall be under ten (10) years old which is the defined life for an outdoor fuel oil tank. If any such tank shall be determined by the Board to be leaking, then it shall be immediately replaced at the Resident's expense.
- 3) No Resident may install a new deck or enlarge an existing deck without written permission from the Board. All decks, and their surfaces and supports must be kept in excellent repair. Accessory buildings, porches, decks, and skirting are to be kept painted and in good repair, so the appearance of the home and lot are attractive overall.
  - 4) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on the open side(s) and in accordance with the town's building code.
  - 5) No building, porch, carport, roof covered area or other structure shall be constructed without prior written approval of the Board. All requests shall show the plan of the project, the location of the proposed structure and the date the structure is to be constructed. Under no circumstances shall new garden sheds be allowed which are in excess of eight (8) feet in height or larger than one-hundred square (100) feet. Only one shed per lot is allowed. All appurtenant structures including but not limited to garden sheds, patio covers, awnings, etc., must be PRE-MANUFACTURED. All sheds made of wood must be painted or stained within thirty (30) days of completion. All appurtenant structures must be removable and shall be moved by the Resident if requested by the Board for lot repairs and improvements.
  - 6) Pools, swing sets, playscapes and trampolines are strictly prohibited!!
  - 7) No signs of any kind shall be erected or posted by the Resident, his agents, relatives, or representatives of the leased premises, except for one "For Sale" sign no larger than two (2) feet by two (2) feet to be attached to the mobile and manufactured home.
  - 8) All existing manufactured homes in the Park shall be subject to inspection by the Board every five (5) years from the date of entry into the Park. Any manufactured home placed on the market for sale shall be subject to inspection by the Board and must meet the aesthetic standards as set forth in these Community Rules.
  - 9) Failure to meet the inspection requirements and standards for manufactured homes will result in a Notice of Rules Violation. If the appropriate corrections are not made within thirty (30) days

of this notice, this may result in eviction and removal from the Park.

## V SITES

- 1) The Homeowner shall use rotary type clotheslines only. Resident(s) shall not be allowed to run clotheslines between any structures or vegetation in the Park.
- 2) All rubbish storage containers shall be in good condition and properly placed in a non-visible location towards the rear of the property. No plastic bags shall be left outside without being placed within a covered container. When there is a contract with a rubbish removal company, the conditions of the contract will state the maximum number of rubbish containers per lot and their size. Rubbish will be collected on time and date designated by the contract with the rubbish removal contractor. No rubbish is to be placed on curbside overnight. Trash pickup is for household garbage. No refrigerators, mattresses, computers, or other large items are allowed for pick-up.
- 3) The Resident is responsible for the proper maintenance, care and upkeep of the lot lawn and premises. If the Resident fails to maintain these, the Board shall notify the Resident, in writing, of this neglect. If the Resident fails to correct this condition within ten (10) days after written notice, the Board shall have the right to undertake steps to correct the condition. The Resident shall be responsible for all costs incurred by the Board for this work. Space around and under the home shall be kept neat and free of rubbish and junk. Abandoned, unused, material shall not be permitted on any lot and may be removed by the Board at the Resident's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative purposes only. Any fences installed prior to park acquisition may remain, but any new fences installed must be no higher than two (2) feet. No lot perimeter fences are allowed. Homeowners must receive prior written approval by the Board of Directors for all new fences.
- 7) The use of the lot by the homeowner will not interfere with the Corporation's ability to perform any upkeep and maintenance of the community infrastructure. All digging must be approved by the Board in advance in writing and, after such approval, New England Dig Safe should be contacted at 888-344-7233 to obtain their authorization, if so, required by Dig Safe. Such approval from the Owner will not be unreasonably withheld.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required. Homeowner must submit a written request showing the location of the tree(s) to be cut or trimmed and a description of the amount of cutting or trimming to be done. Such permission will not be unreasonably withheld.
- 9) Residents shall remove all ice and snow from driveways, stairs, and walkways.

## **VI SEWAGE AND PLUMBING**

- 1) In no case shall any sink, tub, or other plumbing equipment drain directly onto the ground. All plumbing discharges shall go into septic systems only. Sewer and water pipes located above the ground are the personal property of the Resident and are the Resident's responsibility. It is the Resident's responsibility to maintain these pipes and to prevent damage from freezing.
- 2) Washing machines are prohibited from lots that do not support washing machines.
- 3) Kitchen garbage disposals are prohibited.
- 4) Problems with septic systems caused by unacceptable material such as disposable diapers, cat litter, sanitary pads, grease, etc., in the septic system by Residents shall be remedied at the Homeowner's expense.
- 5) Water shall not flow unnecessarily. Homeowner must ensure that toilet valves are not stuck/running, faucets leaking, or water is running for no reason. Excessive water fills up the septic systems. The water pipes must be wrapped with an operational electric no-freeze heat cable and insulated to keep the pipes from freezing and bursting. It is the Homeowner's responsibility to ensure that the pipe(s) do not freeze. When the Homeowner's pipe(s) freeze, the main water line can freeze. The Board will defrost the ground line only and all costs associated with this operation will be the responsibility of the Resident.

## **VII VEHICLES**

- 1) No junked, abandoned, disassembled or unregistered automobiles, vans, or other motor vehicles shall be allowed in the Park, except Park maintenance vehicles. No snowmobiles, go-carts, motorcycles, scooters, or motorbikes are to be driven on Park roads. Vehicles having a loud exhaust must be repaired as soon as possible.
- 2) Residents and their guests shall park their motor vehicles only in front of the manufactured home or in their allocated space. One parking space is provided per lot. A second vehicle may be allowed pending written request to the Park Management and if space is available. A third vehicle may be allowed pending written request, available space, and a fifty dollar (\$50.00) per month charge. Under no circumstances shall a Resident be allowed to maintain more than three (3) vehicles in the Park.
- 3) Unregistered vehicles shall be towed and removed from the Park premises at the sole cost and expense of the vehicle owner and/or the Resident who allowed the same to be stored within the Park.
- 4) No trucks, except service vehicles, in excess of one-thousand five-hundred pounds (1,500 lbs.) or three-quarter ton (3/4 ton) capacity shall be allowed to park in the Park.
- 5) There shall be no parking on the grass or other unpaved areas in the Park. Parking shall be on paved roadway or designated parking space. Only passenger vehicles in good repair and condition shall be kept in the Park. Commercial vehicles are not permitted.
- 6) No boats, boat trailers, car trailers, campers, motor homes, or canoes shall be stored or parked in the Park. No Resident shall allow any gas or oil to leak onto the ground or pavement in the Park.

No Resident shall be allowed to wash or make repairs to their vehicles or any other vehicles in the Park. Tire changes, battery replacement, and rinsing vehicles only is permitted. This subsection shall not apply to boats, trailers, boat trailers, car trailers, campers, motor homes or canoes stored at the premises prior to the new ownership in July of 2019. Notification via letter will be made.

- 7) THE SPEED LIMIT IN THE PARK IS TEN (10) MILES PER HOUR. THE SPEED LIMIT REDUCES TO FIVE (5) MILES PER HOUR WHERE POSTED.
- 8) During winter weather, vehicles must be moved off the roads to allow for proper snow removal and plowing. All vehicles shall be removed whenever there is a snowstorm warning or when the snowplow vehicles are sighted in the Park. Any parked vehicle that impedes snow removal from the Park street shall be towed at the owner's expense.

## **VIII POND**

The pond located within the Park is off limits to the Resident(s), their families, friends and/or guests. No boating, fishing, swimming, or other recreational activities are permitted on or around the Pond. The Board is not liable or responsible for any and all injury or damage sustained by the Resident, their family, friends, or guests, resulting from their unauthorized use of this area.

## **IX ANIMALS**

1. No pets other than two (2) indoor cats are allowed per household. Outdoor cats are not permitted, and Residents are not permitted to feed any feral cats in the Park.
2. Any Resident with a need for a service animal shall submit a Request for Reasonable Accommodation to the Board of Directors. Requests shall not be unreasonably withheld.
3. Any Resident keeping an animal in violation of this section must remove the animal from the Home. If the animal is not removed from the Home within thirty (30) days of Notice of Rules Violation, the Resident may be evicted or removed from the Park.
4. Any pets in a Household prior to Park acquisition shall be allowed to remain. If those pets pass away or are removed from the Park for any reason, the current Rules will then apply to that Household.

## **X FIRE**

All manufactured homes are required by Rhode Island State Fire Marshall to have smoke alarms, with at least one in each bedroom and all hallways. It is strongly recommended that the home have at least one operational Carbon Monoxide (CO) detector. It is also strongly recommended that a charged fire extinguisher be kept in the kitchen and in each bedroom.

## **XI NUISANCES**

No nuisance shall be allowed within the Park, nor shall any use or practice which is the source of annoyance to residents, or which interferes with the peaceable possession and proper use of the property by the residents be allowed. Residents and guests shall not be publicly drunk or

boisterous, nor allowed to have loud parties, loud radios, or excessive noise, which results in the disturbance of other residents.

## **XII SOLICITING**

No peddling, soliciting of the conduct of any commercial enterprises, distribution of handbills or circulars shall be allowed without the prior written approval of the Board, except as permitted among the Resident(s) themselves. Any individual wishing to peddle, solicit or distribute handbills or circulars must carry a local or state permit for the same and must notify the Board as to the hours they shall be operating. All such activities shall be conducted in such manner as to not disturb the Residents or the Park and shall be allowed only during reasonable daylight hours. Any such request for solicitation or distribution by the Rhode Island Mobile Home Association and political candidates or elected political officials shall not be withheld unreasonably. Signage as to this prohibition will be posted.

## **XIII REQUESTS FOR REASONABLE ACCOMODATIONS**

Where the situation warrants, Residents may apply for an exception to these Community Rules by submitting a written Request for Reasonable Accommodation to any member of the Board of Directors. The Request for Reasonable Accommodation will be heard by the Board of Directors in an Executive Session (to ensure confidentiality) at the next regularly scheduled Board meeting. Any granted Request by the Board shall be subject to revocation at the sole discretion of the Board. Any granted request will only apply to the specific situation outlined in the request and will not be considered a blanket waiver of the Rule in question (for the specific Member or any other Member(s)).

## **XIV ATTORNEY'S FEES AND COSTS**

In the event any legal action is commenced by the Corporation to collect a past due lot fee, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation as allowable under RI state law. These fees and costs will be paid by the Homeowner, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the Homeowner. The legal fees and costs incurred by the Corporation shall be considered additional lot fee for the unit in question, and this additional lot fee shall be due and payable by the Homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Corporation by a Homeowner and the Corporation prevails in said action, or the action is withdrawn by the Homeowner, the Homeowner shall be required to reimburse the Corporation in defending such action. In no event shall the Corporation be responsible for paying the Homeowner's legal fees. This is justified since the Homeowner is a member of the Corporation and a partial owner of the Corporation. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency, or other such body.

## **XV SEVERABILITY**

Should any part of these Rules be deemed illegal, it does not mean that these entire Rules are illegal.

## **XVI LIABILITY AND INDEMNITY**

The Corporation shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or animals, guests, family members or invitees of the homeowner. The Corporation shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking, or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property.

Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify Corporation and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the Corporation from gross negligence.

Except for gross negligence of Corporation, homeowners hereby release Corporation from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the Corporation is not responsible for claims or damages that may be caused by the re-entering and taking of possession by Corporation under conditions of these Community Rules and regulations or the laws of the State of Rhode Island.

## **CONTACT INFORMATION**

Emergency only phone number 401-276-3076

Address Correspondence  
LMEHCC, Inc.  
27 Woodward Road Lot #102  
Lincoln RI 02865

Office E-mail: [lmehcc@outlook.com](mailto:lmehcc@outlook.com)

**PLEASE REVIEW AND SIGN SIGNATURE AREAS BELOW**

By signing below, I/We, the residents, or prospective residents, do hereby acknowledge receipt of a complete copy of these Rules and Regulations of Lincoln Mobile Estates Housing Cooperative Corporation (also known as LMEHCC, Inc.) and the "Notice required by Law" and have read, understand and agree to abide by the Community Rules and Regulations of LMEHCC, Inc.

ACCEPTED BY: (PLEASE HAVE ALL THOSE LIVING IN THE HOME SIGN THIS SECTION)

**Homeowner/Resident**

(Each and every person living in the home must sign.)

**DATE**

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**Homeowner /Resident**

(Each and every person living in the home must sign.)

**DATE**

---

**Homeowner /Resident**

(Each and every person living in the home must sign.)

**DATE**

---

**Homeowner/Resident**

(Each and every person living in the home must sign.)

**DATE**

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**Homeowner/Resident**

(Each and every person living in the home must sign.)

**Community Rules**

Total \_\_\_\_\_ Pages – Approved on 2/1/24 by the Membership.

The foregoing is a true and accurate account, attested by, *Yvette Novicki*  
Secretary



**BYLAWS of  
Lincoln Mobile Estates Housing Cooperative Corporation Inc.**

**ARTICLE I**

- 1.1 The name of this Association shall be Lincoln Mobile Estates Housing Cooperative Corporation, Inc., herein after referred to as the "Association," located in the Town of Lincoln, County of Providence, State of Rhode Island.

**ARTICLE II  
PURPOSE**

- 2.1 The purpose of this Association is to own and operate a manufactured housing community (commonly known as "park"), herein after referred to as the "Community," as an Association housing corporation for the benefit of the residents and such other lawful activity as may be related thereto.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the Community for the current residents, and to keep it affordable long term for low and moderate-income individuals and families. In accordance with the purpose stated in the Association's Articles of Incorporation, the Association will conduct its business in a manner designed to preserve the affordability of the lots within the Community for low to moderate-income homeowners.
- 2.3 To facilitate on a non-profit basis an "older person park" in accordance with and authorized by statute known as the "Housing for Older Persons Act of 1995", Public Law 104-76.

**ARTICLE III  
MEMBERS**

- 3.1 There shall be two classes of Members: Patron Members and Non-patron Members as defined in the Articles of Incorporation.

- A. The Non-patron Member shall be ROC USA, LLC, its successors and assigns.

ROC USA, LLC is a charitable organization within the meaning of Section 501(c)(3) of the Internal Revenue Code. The mission of ROC USA, LLC is to provide affordable housing through the use of manufactured homes or other housing alternatives in resident-owned Association communities. ROC USA, LLC may assign its Non-patron Membership to another 501(c)(3) entity whose mission and purpose is similar to the mission and purpose of ROC USA, LLC. In the event ROC USA, LLC dissolves or otherwise ceases to continue its legal existence without designating a successor Non-patron Member, the Attorney General of the State of Rhode Island may appoint a successor Non-patron Member whose mission and purpose is similar to the mission and purpose of ROC USA, LLC. In the event the Attorney General of the State of Rhode Island fails to appoint a successor Non-

patron Member, the Association shall file an application with the Superior Court for the State of Rhode Island requesting that the Court appoint a Non-patron Member whose mission and purpose is similar to the mission and purpose of ROC USA, LLC.

The Association may not undertake any of the following without the affirmative vote of the Non-patron Member to amend the Association's Articles of Incorporation or Bylaws in any manner which would compromise, lessen, restrict, or impinge upon the privileges and authorities of the Non-patron Member or the nature of the Association as an Association community as set forth herein, but not limited to:

1. Increasing the cost of Patron Membership other than uniformly to all similarly situated Patron Members.
2. Imposing any fee, cost, tax, imposition, or charge of any sort upon the Non-patron Member.
3. Allowing a Patron Member to transfer their Patron Membership to a third party or otherwise allow Patron Membership interest to be traded, bartered, or transferred.
4. Increasing the fee charged by the Association to become a Patron Member to an amount in excess of one thousand dollars (\$1,000).
5. Applying the earnings, surplus or profit produced by the Association other than for the benefit all member homeowners equitably by application of retained earnings for capital improvements or the payment of reserves to or for the benefit of Patron Members,
6. Operating in a manner that is inconsistent with the Statement of Association Identity adopted and published by the International Association Alliance.
7. Sell, transfer, lease or otherwise alienate all or a part of the legal or equitable title to the Association's real property (the legal description of which is annexed hereto as Schedule A), except, however, the Association
  - (a) may lease each of its separate lots or parcels to a Patron Member solely for such Patron Member's residential use
  - (b) may mortgage the Association's real property provided the net proceeds of the financing are used in the furtherance of the corporate purpose and the operating and capital improvements needs and plans of the Association.
8. Change the purpose of the Association from the purpose set forth in Section B herein below.
9. Change the Association's form of doing business such as converting the Association's form of organization from a non-stock corporation to a limited liability company, stock corporation or partnership.
10. Cause the Association to file or consent to the filing of any bankruptcy, insolvency or reorganization, case or proceeding, seek or consent to the appointment of a receiver, liquidator, assignee, trustee, custodian, or other similar official for the Association or all or any portion of the Association's properties, or make any assignment for the benefit of the creditors of the Association.
11. Engage in a merger, consolidation, or reorganization.
12. Cease the operation of its business.
13. Adopt a plan of dissolution or distribution.

**NOTE: All further references to Members in these Bylaws pertain only to Patron Members.**

- B. A "Patron Member" is defined as each household occupying one of the sixty-three (63) lots in the Property, as defined below, and approved by the Association's Board of Directors, provided that all adult members of the household eighteen 18-years-or-older (recognizing that this is a 55-and-older community) without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who
1. own and reside in a manufactured housing unit (herein after referred to as the "Home") in the Community and any spouse or partner in civil union entitled to a homestead interest who have signed an Occupancy Agreement, being the "ultimate consumer(s)" of the housing opportunity provided by the Association. A person is seen as owning or co-owning a Home if they own the Home directly or through their "living" or "Grantor" trust. A "Grantor" or "living" trust is any trust that is established by an individual under such terms as:
    - (1) appoint themselves as the trustee during their lifetime (and or competency);
    - (2) is revocable by them; and
    - (3) designates themselves as the beneficiary for their lifetime.
  2. is/are in good standing with the Association. A "Member in good standing" is a Member whose lot fees and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring these lot fees and membership fees current.
  3. is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Association and in the operation of the community.
- 3.2 Upon continued payment of the lot fee and compliance with the other terms of the Membership Agreement, Occupancy Agreement, the Bylaws of the Association and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said lot provided that, if a Member moves out of the Community for any reason, that Member will lose their right to occupy said lot.
- 3.3 Only one Membership interest will be assigned to a home, and only one full vote per household may be exercised under a Membership interest.
- 3.4 Buyers or owners of Homes seeking to reside in a Home and lease a lot in the Community must become Members of the Association. Buyers and owners seeking Membership shall:
- 1) apply for Membership on a form prescribed by the Membership Committee;
  - 2) submit for a background check and credit check with the Board of Directors/Property Manager;
  - 3) be approved for Membership by a majority vote of the Board of Directors;
  - 4) Pay in full the Membership Fee and execute a Membership Agreement;
  - 5) execute an Occupancy Agreement;

- 6) have a contract to buy and intent to occupy a Home in the Community; and
  - 7) commit to the purposes and policies of the Association including the Community Rules and these Bylaws. A person is considered a buyer or owner if they seek to or do own or co-own a Home directly or through their "living" or "Grantor" trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member's estate, or any other event. If an existing Member transfers title to a Home to their "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 Association with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the Trustee(s) during their lifetime, or competency, and with said Member(s) as the sole beneficiary during their lifetime.
- 3.5 The Membership Fee shall be five hundred dollars (\$500). [Cannot be more than one thousand dollars (\$1,000).] There is no par or book value. (Membership Fees accumulate no interest.)
- 3.6 A Certificate of Membership shall be issued to any Member, or to trustee of any Member's "living" or "Grantor" trust, who has fully paid their Membership Fee. This certificate, or a fully executed and accepted Subscription Agreement, shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of their lot in accordance with the Occupancy Agreement, provided that the holder also abides by the Community Rules of the Association and does not interfere with the effective operation of the Association. The certificate is not transferable, except by Will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a Will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the 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.

A Membership Certificate shall contain:

- 1) the name of the Association;
- 2) a statement that the Association is organized under the laws of this state and this chapter;
- 3) the name of the person to whom the certificate is issued;
- 4) the number and class of membership interests, and the designation of the series, if any, that the certificate represents;
- 5) a statement that the membership interests in the Association are subject to the Articles and Bylaws of the Association; and

- 6) any restrictions on transfer, including approval of the Board, if applicable, first rights of purchase by the Association, and other restrictions on transfer, which may be stated by reference to the back of the certificate or to another document.

A certificate representing membership interest issued by an Association authorized to issue membership interests of more than one class or series shall set forth upon the face or back of the certificate, or shall state that the Association will furnish to any member upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the membership interests of each class or series authorized to be issued, so far as they have been determined, and the authority of the board to determine the relative rights and preferences of subsequent classes or series.

- 3.7 The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Association, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Association; such debts and expenses being legally the responsibility of the Member. The Member shall replenish a capital balance decreased on such account in order to remain in "good standing."
- 3.8 All Members and non-Members are required to pay their lot fee. This lot fee, initially established by the Membership of the Association, may be increased by a majority vote of the Association Board of Directors or by a majority vote of the Membership, consistent with Article 5 of these Bylaws, with a sixty (60) day written notice to all Members and non-Members.
- 3.9 A Member who knowingly, intentionally, or repeatedly violates a provision of the Articles, Bylaws, Occupancy Agreement, Community Rules, or Membership Agreement may be required by the Board to surrender the Member's voting power or the financial rights of Membership Interest of any class owned by the Member, or both. Loss of Membership carries with it loss of all Membership privileges, including lower lot fee. Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15) day notice. The Member's certificate or subscription shall be repurchased at par value, less any debts owed, and expenses incurred by the Association on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. An eviction of the Member shall automatically terminate their Membership.

The Member shall have the right to appeal 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 7.3 of these Bylaws. A Member need not be expelled before being evicted. Reapplication for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member.

- 3.10 Any Member who wishes to be represented by legal counsel as the result of an Association action must notify the Board of this fact ten (10) days in advance of the meeting. The Members shall solely be responsible for the cost of their attorney. In no case should the Association be responsible for the legal fees of the Member.

#### **ARTICLE IV HOME SALES AND RENTALS OF HOMES**

- 4.1 Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on lot shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot fee.
- 4.2 Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Association. The seller shall supply the Association with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement.

If the buyer is a developer who is going to rehab or replace the existing home for the purpose of reselling it to another buyer, then the developer must enter into an Investor Agreement with the Association for that purpose. The seller must inform the developer of this requirement.

See the exception for certain trust transfers contained in paragraph 3.1, which applies here as well.

- 4.3 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, that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.
- 4.4 A low to moderate-income family or individual shall be defined as a family or individual whose total income does not exceed eighty percent (80%) of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

Any lot in the Community that becomes vacant (other than a temporary vacancy when a Member of the Association replaces their existing home with a new or different one), shall be leased by the Board of Directors to a lower-income household approved for Association 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.

- 4.5 The Association shall have a lien on each Membership Certificate to secure payment of any sums which shall be due or become due to the Association from holders for any reason whatsoever, including any sums under any Occupancy Agreement. The Association's lien shall be superior to all other liens, encumbrances or attachments.
- 4.6 The Board of Directors shall purchase the Membership interest from said Member household by paying them the interest's par sum, equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Association, within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Association.
- 4.7 In order for unify the Members and make the Association stronger, all homes within the Community must be owner-occupied. Failure to comply with this article shall result in an eviction from the Community.
- 4.8 Excepting those home rented at the time of community purchase, rental or leasing of homes in the Community shall not be allowed unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determines that a hardship exists. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval. The vote of the Board of Directors shall be maintained in the official records of the Association.
- 4.9 All buyers of any mobile home which will be placed on a leased lot in the Park or which is currently situated on a leased lot at the Park must pay a \$1,500 one-time nonrefundable Fee at the closing for the mobile home or upon the signing of a Lease for the lot upon which the home will situated to the Landlord/Cooperative. Such payments shall be placed in the Working Capital Account.

## **ARTICLE V VOTING**

- 5.1 Thirty percent (30%) of the current Membership shall constitute a quorum at a Membership meeting. There shall be no voting by proxy. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned. If a quorum has been achieved, any motion for consideration that is properly before the meeting shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules (see Section 5.5 below)

- 5.2 A Member not in good standing (as defined by these Bylaws at: 3.1 B.2) shall not be eligible to vote upon any matter and shall not be counted toward a quorum.
- 5.3 A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the slate of nominees and be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the Membership meeting. The Board of Directors may allow for an absentee ballot for the following reasons: (i.e. hospitalization, shift work, infirmity, out of state). A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed, the Member must request it ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.
- 5.4 Any business required or permitted to be taken at a Membership meeting must be taken by the entire Membership as required by Rhode Island General Laws (RIGL) 7-6-104. Any action taken in this manner must be approved unanimously.
- 5.5 These Bylaws and the Community Rules shall be adopted or repealed by at least a majority vote of the Membership, at any regular or special meetings at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than fifteen (15) days prior to such meetings. After the fifteen (15) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- 5.6 Any decisions that may commit expenditures of two thousand dollars (\$2,000), or more of Association resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual, special, or regular meeting of the Members.
- 5.7 Capital Improvement and Replacement Reserve expenditures that exceed five thousand dollars (\$5,000) per Fiscal year and that do not appear in the approved Capital Improvement Plan, require the approval of the Membership except in cases of emergency repairs or problems with the water system or waste water system. The Board shall notify the Membership of such an emergency action at the next regular or special meetings of the Membership.

## **ARTICLE VI FISCAL YEAR**

- 6.1 The fiscal year of the Association shall be the twelve (12) month period ending the last day of June of each year. The Association 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.



**ARTICLE VII  
ANNUAL AND SPECIAL MEETINGS**

- 7.1 The Annual Meeting of the Members shall be held in the month of June of each year in Lincoln, Rhode Island or a place designated by the Board of Directors within 10 miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- 7.2 Notice of the time and place of the Annual Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at their address, and posted and maintained at a common area not less than ten (10) days prior to the date of the meeting. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Association shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.
- 7.3 Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within thirty (30) days after receipt of such demand. The Secretary of the Association 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.
- 7.4 In case of any question not covered in these Bylaws or adopted Board policies, the guidelines the foundation document, The Standard Code of Parliamentary Procedure, Fourth Edition, by Alice Sturgis, 2001 shall prevail.

**ARTICLE VIII  
BOARD OF DIRECTORS**

- 8.1 The Board of Directors shall consist of five (5) Members in good standing with the Association. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Association, or at a special meeting held in place thereof. All newly elected Directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first.
- 8.2 At each election for Directors, every Member entitled to vote shall have the right to vote for as many persons as there are Directors to be elected.
- 8.3 All Directors shall serve for terms of two (2) years, except that at the first election, the Secretary, and the Vice President will be elected for a one (1) year term. A Director may serve for no more than three (3) consecutive two (2) year terms, or until their successors are duly chosen.

- 8.4 Vacancies that result from resignation or other means may be filled by a majority vote of the directors present at any regular or special meetings of the Board of Directors. The Director so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 8.3 of these Bylaws.
- 8.5 Two signatures are required on checks and legal documents. No more than one (1) individual from each Member household may have signing authority.
- 8.6 The Board of Directors shall be responsible for the day-to-day management and control of the Association operations. The Board of Directors may from time to time set up committees and/or ad hoc groups to work on specific responsibilities, with the committee Members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.
- 8.7 Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the Community. The Board shall have the sole discretion to establish the agenda for all regular meetings.
- 8.8 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, and hour of any special meeting shall be posted in a common area and communicated personally to each Board Member not less than three (3) days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.
- 8.9 Regular and Special Meetings of the Board of Directors shall be open to the Membership except when the Board moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and confidentiality, or to receive or discuss advice from legal counsel. A decision may not be made in Executive Session, where minutes are not kept. Decisions must be made in the form of a motion at a public meeting.
- 8.10 At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion once a quorum has been established.
- 8.11 Meeting by Telephone or Computer or other Digital Means: Directors may participate in any meeting by means of a conference telephone, computer network communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by such means shall constitute presence in person in the meeting and be counted toward a quorum.

- 8.12 Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes and the action taken must be posted in a conspicuous place with the community.
- 8.13 Directors shall serve without compensation but shall be entitled to reasonable reimbursement for 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 compensation for services, products, or contracts, and may not be employed by the Corporation,
- 8.14 Any Director whose actions are determined to negatively affect the operation of the Association may be removed by a majority vote of the Members present at any regularly scheduled or special meetings of the Membership where a quorum is present, provided that a ten (10) day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after a majority vote of the Board of Directors or after the Board of Directors receives a written petition requesting the proposed removal, signed by at least ten percent (10%) of the Membership. Said resolution shall clearly state that once a quorum is established, a majority vote of the Members present will be needed to remove the Director. The notice shall state the date, time and place of the meeting where said vote will be taken. Vacancies on the Board of Directors, which result from a removal vote of the Membership, shall be filled in accordance with Article 8.4 of these Bylaws. This section does not restrict any Directors' voluntary resignation from the Board of Directors or from office.
- 8.15 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 Code of Ethics, a Procurement Policy, and a Conflict-of-Interest Policy and Procedure. 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 cannot be waived by the Board or Membership.

## ARTICLE IX OFFICERS

- 9.1 The Officers of the Association shall consist of a President, Vice-President, Secretary, Treasurer, Member-at-Large and any other designated position as decided by the Membership. All Officers are Directors of the Association and must meet the requirements for being a Director set forth in paragraph 8.1.
- 9.2 Officers shall be elected by the Membership at a meeting held for such purposes and not by action in lieu of a meeting.

- 9.3 The President shall serve as chair and preside at all meetings of the Directors and Membership. They shall be responsible for general administration according to the guidelines established by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the objectives of the Association.
- 9.4 The Vice-President shall preside at all meetings in the absence of the President and shall perform such duties delegated to them by either the Board or the President. They shall report on the activities of the President to the Board in the absence of the President.
- 9.5 The Secretary shall keep the records of the Association and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated, and maintained with these Bylaws, and copies distributed to the Membership. They 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.

The permanent records of the Association shall include minutes of all meetings of its Members and of the Board, a record of all actions taken by the Members or the Board without a meeting by a written unanimous consent in lieu of a meeting, and a record of all waivers of notices of meetings of the Members and of the Board. The records shall be in written form or in another form capable of conversion into written form within a reasonable time. The Association shall keep a copy of each of the following records at its principal office:

- A. its Articles and other governing instruments;
- B. these Bylaws or other similar instruments.
- C. a record of the names and addresses of its Members, in a form that allows preparation of an alphabetical list of members with each member's address;
- D. the minutes of Members' meetings, and records of all actions taken by Members without a meeting by unanimous written consent in lieu of a meeting, for the past three years.
- E. all written communications within the past three years to Members as a group or to any class of members as a group.
- F. a list of the names and business addresses of its current Board members and officers.
- G. a copy of its most recent periodic registration delivered to the secretary of state required under RIGL 7-6-91; and
- H. all financial statements prepared for periods ending during the last fiscal year.

Except as otherwise limited by this chapter, the Board of an Association shall have discretion to determine what records are appropriate for the purposes of the Association, the length of time records is to be retained, and policies relating to the confidentiality, disclosure, inspection, and copying of the records of the Association.

- 9.6 The Treasurer shall have charge of all the funds of the Association and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all appropriate accounting and financial records of the Association 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 Association accounts shall bear the signature of at least two of these three Officers: **President, Treasurer, or Secretary**. As a standard fiscal control, a Member of the Association other than the Treasurer shall reconcile the Association 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.
- 9.7 The Operation Manager sits on the Maintenance Committee 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 improvements plan and annual projected maintenance budgets.
- 9.8 All Officers of the Association 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.
- 9.9 Each Officer, Director, employee, and agent handling funds or securities amounting to one thousand dollars (\$1,000) or more in any one year shall be covered by adequate bond in accordance with state law.

#### **ARTICLE X INDEMNITY**

- 10.1 The Directors, Officers and Members shall not be personally liable for the debts, liabilities, or other obligations of the Association.
- 10.2 Should any person be sued or threatened with suit, either alone or with others, because they were or are a Director or Officer of the Association, in any proceedings arising out of their alleged misfeasance or nonfeasance in the performance of their duties or out of any alleged wrongful act against the Association, indemnity for their reasonable expenses, including attorney's fees incurred in the defense of the proceeding, may be assessed against the Association, its receiver, or its trustee, by the court in the same or a separate proceeding. The extent or mandatory or discretionary nature of that indemnification may be affected by the extent to which the party was acting within their role on behalf of the corporations and the extent to which they honored their duties of loyalty and good faith and fair dealing, such duties shall be determined by the provisions of RIGL 7-6.

#### **ARTICLE XI RECORDS**

- 11.1 The records of the Association shall be kept by the Directors then in office and transferred to newly elected Directors upon change over.
- 11.2 Records of the Corporation shall be open to the inspection of any Member at a reasonable time and place within seventy-two (72) hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.
- 11.3 The Treasurer will make the Annual Financial Statements available to the Board within three (3) months after the end of the fiscal year.

**ARTICLE XII  
DISSOLUTION**

- 12.1 In the event of dissolution of the Association, the assets, after payment of the Association's debts and expenses, shall be distributed in the following manner:
  - A. The par value or book value, whichever is lower, of the Membership certificates or shares shall be returned to the Members. The amounts paid on subscriptions shall be returned to subscribers. The amounts allocated in distribution of net savings shall be returned to those members entitled to them in accordance with patronage.
  - B. Any surplus remaining after the distributions in paragraph A may be distributed as a contribution to any Association or other nonprofit association to which contributions are deductible from income tax under current internal revenue service regulations.

The foregoing is a true and accurate account, attested by *Yvette Novicki*  
Secretary

*(Each page should show date amended and approval)*

**International Association Alliance Principles 1<sup>st</sup>**  
**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, 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 cooperative; 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 cooperation.

**6th Principle: Co-operation among Co-operatives**

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

**7th Principle: Concern for Community**

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

*These principles can be found on the International Cooperative Alliance website at <https://www.ica.coop/en/cooperatives/cooperative-identity>*





# Lincoln Mobile Estates Housing Cooperative Corporation, Inc. Membership Agreement

Date \_\_\_\_\_

Member Address                      Lot#                      \_\_\_\_\_

## 1. Agreement to become a Member

I (We), \_\_\_\_\_ (hereafter "Member"), hereby agree to purchase one Membership Interest in Lincoln Mobile Estates Housing Cooperative Corporation, Inc., a non-profit corporation, formed under GLRI 7 6.1-1 ct. seq.

## 2. Acceptance and Payment

All Memberships are subject to approval by the Corporation. I (We) have paid the one-time Membership Fee of five hundred dollars (**\$500.00**) dollars for the Membership Interest as follows:

\$ \_\_\_\_\_ paid by me(us) upon execution of this Agreement

## 3. Membership Interests Shares

I (We) understand that the major purpose of Membership is to permit the residents of the Community to democratically manage and control our manufactured housing community. Upon acceptance of this agreement, I (we) understand that I (we) will enjoy all rights of Membership as long as I (we) remain current in my (or) obligations. I (We) understand that as a Member(s), I (we) have a responsibility to participate in the management of the Corporation. I (We) agree to abide by the Corporation's Bylaws and Community Rules.

I (We) understand and agree that the value of our Membership Interest, and the right to sell or transfer the Membership Interest, and other legal rights relating to the Membership Interest, will be governed by the Articles of Incorporation and the Bylaws of the Corporation, as determined by the Corporation's Board of Directors and Membership.

## 4. Liens

The Corporation shall have a lien on each Membership Certificate to secure payment of any sums which shall be due or become due the Corporation from holders for any reason whatsoever, including any sums under any Occupancy Agreement. The Corporation's lien shall be superior to all other liens, encumbrances or attachments.

**5. Subordination**

I/We understand and agree that any rights created by this Membership Agreement are subject and subordinate to an mortgages or debts encumbering the Corporation's property at any

**6. No Assignment**

I/(We) understand and agree that the Membership agreement, membership Interest Share, and all rights created by such cannot be transferred, assigned, or given away to any other person or entry, except as specified in the Bylaws and as determined by the Corporation's Board of Directors and Membership.

**7. Default by Member**

If I (we) decide to move out of the unit and, therefore, withdraw from membership, this shall not be judged a default. The Board of Directors shall have the power to purchase the Membership Interest for the amount paid toward the Membership, and shall approve a new Membership Agreement for that membership Interest.

**8. No Other Representations**

All understandings and agreements made between the Corporation and the Subscriber(s) are contained in this Membership Agreement md the Corporation's Articles of Incorporation, Bylaws, Rules and Policies. No other representations, oral or smitten, shall be considered a part of this Agreement. This Membership Agreement cannot be changed except in writing, and approved by the Corporation's Board of Directors and the Members.

IN WITNESS WHEREOF, the undersigned has executed this Membership Agreement on the date first above written.

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
Members(s) Current Address and Telephone Number

**ACCEPTED :**

\_\_\_\_\_  
**Corporate Representative**

\_\_\_\_\_

**Witness to all signatures**

## **IMPORTANT NOTICE REQUIRED BY LAW**

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on be with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the RI Dept of Business Regulation office.

Lessee's Initials: \_\_\_\_\_



**EQUAL HOUSING  
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair  
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person  
Because of Race, Color, Religion, Sex,  
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services
- In the appraisal of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

[www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)

U.S. Department of Housing and  
Urban Development  
Assistant Secretary for Fair Housing and  
Equal Opportunity  
Washington, D.C. 20410



COOPERATIVE  
DEVELOPMENT  
INSTITUTE

The Northeast Center  
for Cooperative Business

## **Selling the Home - Homeowner Responsibilities**

- The homeowner must inform the Board of his or her intent to sell the home, in accordance with the Bylaws and Community Rules.
- In most ROCs, the home is required to be marketed too low to moderate income homebuyers for the initial period of 30 days, depending on the Bylaws. All other considerations being equal, income qualifying buyers will take precedence during this period. After this time period passes, this restriction is removed.
- If the homeowner vacates the home during the sale process, he or she is still fully responsible for all upkeep and lot rent.
- All ROC requirements regarding “For Sale” signage must be adhered to. Check the Community Rules for clarification.
- The homeowner is responsible for continued maintenance of the lot and preparation for the change in ownership. The lot must be left neat and clean. Any failure may result in the ROC holding back part or all the seller's Membership Fee.
- The homeowner is the initial liaison between buyers/real estate agents and the Membership Committee.
- The homeowner/seller should request that a Membership application package be given to any prospective buyers and/ or real estate agencies that list the home.
- The homeowner/seller is required to inform all prospective buyers of the requirement of Membership acceptance, the process, the time-frame involved, and any special conditions that may apply.
- Fuel storage tanks must be upgraded to meet state and federal installation standards BEFORE ownership changes. The financial responsibility for this must be decided between the seller and buyer.
- Proration of lot rent must occur between the seller and buyer. No credit for any portion of lot rent will be given by the ROC to either party.
- The ROC DOES NOT involve itself with negotiations of the sale of the home, except as it may directly affect the ROC!
- Transfer of the Membership Fee as a part of the sale is not allowed. The homeowner/seller must request reimbursement from the ROC and the buyer must pay their whole Membership Fee directly to the ROC.

- The sale transaction is not complete until the buyer's Membership Fee is paid in full to the ROC and verified and a new Occupancy Agreement is fully executed. Only then may the new homeowner take full possession of the dwelling and move in.
- Under no circumstance may the new owner move any property into the home or onto the lot until the sale is complete. This includes resolving any issues between the ROC and the previous homeowner.