

Letter to Applicants
Libby Creek Community, Inc.
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
- ✓ Good roads, water lines and septic
- ✓ 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. **An application fee of \$25** for each applicant 18 years of age or older. This fee is non-refundable.
 4. A **copy of photo identification** for each applicant 18 years of age or older. **Community Rules/Bylaws/Lease Agreement Acknowledgment Form**
 5. **Proof of income**, including the previous 3 month's (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.

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

1. Await approval or denial by the ROC's Board of Directors.
2. Complete applications will be processed within 14 calendar days. Applicants are notified of their acceptance or denial in writing.

After you are approved, before you may move in

1. Pay your \$100 Membership Deposit. This is a one-time deposit.
2. Execute the Lease Agreement, with all household members listed.
3. Pay your first monthly lot rent of \$250.

After you move in

- ✓ Learn how the ROC works; attend a Board meeting.
- ✓ Sign up to participate on a committee.
- ✓ Get to know your neighbors- you are now part of the Community!

If you have questions, please call the Property Manager, Zach.

He can be reached at zach@libbyproperties.com (email) or by calling 406-293-7559

Living in a resident-owned community

Living in a cooperative community (“co-op”) 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 a co-op and *owners* of a business. As a co-op member it is important to understand that:

- The cooperative is a business incorporated under Montana. It is owned by its members. Individual homeowners do not own the land underneath their homes; the co-op does.
- The co-op has member-approved bylaws, which spell out how the business is governed.
- The co-op 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 cooperative (which is *different* than being evicted from the community) for obstructing the management of the co-op. This is a serious matter and not to be taken lightly – members who are expelled typically lose voting privileges and pay a higher lot rent.

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

Co-op 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 co-op, 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.



**Libby Creek Community, 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 deed: _____

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):

Landlord: _____ Phone: _____

Applicant employer: _____ Phone: _____

Address: _____

Co-applicant employer: _____ Phone: _____

Address: _____

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

Applicant income:

Amount \$ _____ Source _____

Amount \$ _____ Source _____

Amount \$ _____ Source _____

Co-applicant income:

Amount \$ _____ Source _____

Amount \$ _____ Source _____

Amount \$ _____ Source _____

Anticipated monthly expenses:

Mortgage(s): _____

Electric: _____

Cable/Internet: _____

Heat: _____

Other: _____

Car Payment(s): _____

Auto Insurance: _____

Homeowners Ins.: _____

Phone(s): _____

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

Please list three personal (not professional) references who can speak to your likelihood to pay your rent in a timely manner, obey the Community Rules and be a good ROC Member. 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 Libby Creek Community, I/we are aware that a Membership Deposit of \$100.00 must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out except under clear cases of hardship as determined by the ROC Board of Directors.

The ROC does not discriminate based on age, sex, race, creed, color, marital status, familial status, physical or mental disability or national origin or on account of that person's sexual orientation in the approval of its members.

Information provided in this application found to be false may serve as immediate grounds for denial of Membership.

Disclaimer: I understand that should I be accepted as a Member of the ROC, failure to provide accurate information on this Application for Membership may be grounds for Member expulsion according to the ROC Bylaws. Such expulsion would result in the loss of Membership. Loss of Membership/expulsion would result in the loss of voting privileges, an increased monthly lot rent, and may lead to eviction. By signing this application, I attest that this is accurate and true information to the best of my 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).

This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. 1681b(a)(2).

I/WE further authorize the **Libby Creek Community, Inc.** to contact the references listed on my/our application in order to assess my/our **Application for Membership** in said ROC.

I/WE further authorize the **Libby Creek Community, Inc.** to verify past and present landlord references in order to assess my/our **Application for Membership** in said ROC.

It is understood that a photocopy and/or facsimile of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my/our **Membership Application**.

Applicant

Date

Co-applicant

Date

Libby Creek Community, Inc.

**Bylaws/Community Rules/Lease Agreement
Acknowledgement Form**

I/We _____ are applying for
Membership in the ROC for the lot located at 3012 Lower River Rd # ____ . I/we have received and
read a copy of the Libby Creek Community, Inc. Bylaws, Community Rules, and Lease Agreement.

By signing and dating this form, I/we acknowledge that we understand and will obey the Bylaws,
Community Rules, and Lease Agreement of Libby Creek Community, 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: _____

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.ftc.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.ftc.gov/credit 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.ftc.gov/credit. In some mortgage transactions, you will get 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.ftc.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.ftc.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 1-888-567-8688.

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:

TO COMPLAIN ABOUT:	PLEASE CONTACT:
Consumer reporting agencies, creditors, and others not listed below	Federal Trade Commission FCRA Consumer Response Center - 1-877-382-4357 (Toll-Free) Washington, DC 20580
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's 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 Help FRCH Washington, DC 20551 888-851-1920
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision 800-842-6929 Complaints Washington, DC 20552
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Washington, DC 20429
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management 202-366-1306 Washington, DC 20590
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of GIPSA Deputy Administrator - Washington, DC 20250 202-720-70517051

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

SECURITY FREEZE INFORMATION

Any consumer in Montana may place a security freeze on his or her credit report by requesting one in writing by mail to the consumer reporting agency. After January 31, 2009, the consumer reporting agencies must also make available an electronic method to place the security freeze.

The consumer reporting agency is not allowed to charge a fee to victims for placing, temporarily lifting for a specific time period, or permanently removing a security freeze on a credit report. To prove you are a victim, you must also send a valid copy of a police report or an investigative report or written Federal Trade Commission complaint.

For all others, a charge of \$3 will be applied for each placement or temporary lift of a security freeze. A reasonable fee not to exceed \$5 can be charged for a replacement PIN. A security freeze prohibits, with certain specific exceptions, the consumer reporting agency from releasing the consumer's credit report or any information from it without the express authorization of the consumer.

To obtain more detailed information on how to place a security freeze on your credit reports, see below.

HOW TO "FREEZE" YOUR CREDIT FILES

A security freeze means that your file cannot be shared with potential creditors. A security freeze can help prevent new account identity theft. Most businesses will not open credit accounts without first checking a consumer's credit history. If your credit files are frozen, even someone who has your name and Social Security number probably would not be able to obtain credit in your name.

How do I place a security freeze?

To place a freeze, you must write by certified or overnight mail to each of the three consumer reporting agencies. Beginning January 31, 2009, the consumer reporting agencies must make a telephone or secure electronic method available to request a security freeze on your credit files.

Consumer reporting agencies charge a \$3 fee to place or temporary lift a security freeze, unless you provide proof that you are a victim of identity theft, in which case there is no fee. A copy of your police report or an investigative report or written FTC complaint documenting identity theft must be included to avoid a fee.

Write to all three addresses below and include the information that follows:

Equifax Security Freeze

P.O. Box 105788
Atlanta, GA 30348

Experian Security Freeze

P.O. Box 9554
Allen, TX 75013

Trans Union Security Freeze

P.O. Box 6790
Fullerton, CA 92834-6790

For each, you must:

- Send a letter by regular or certified mail only prior to January 31, 2009;
- After January 31, 2009, you may also place the security freeze by a secure electronic method;
- If you are a victim of identity theft, you must include a copy of either the police report or case number documenting the identity theft;
- Provide your full name (including middle initial as well as Jr., Sr., II, III, etc.,) address, Social Security number, and date of birth;
- If you have moved in the past 5 years, supply the addresses where you have lived over the prior 5 years.
- Provide proof of current address such as a current utility bill or phone bill
- Send a photocopy of a government issued identification card (state driver's license or ID card, military identification, etc.)
- If applicable, include payment by check, money order or credit card (Visa, Master Card, American Express or Discover cards only.)

How long does it take for a security freeze to go into effect?

After five (5) business days from receiving your letter, the consumer reporting agencies listed above will place a freeze providing credit reports to potential creditors. If you are a victim of identity theft, placement of a security freeze is to take place within 24 hours after the consumer reporting agency has received the request.

Five (5) more business days from placing a freeze on your account, the consumer reporting agencies will send you a confirmation letter containing a unique PIN (personal identification number) or password. Keep this PIN or password in a safe place.

Can I open new credit accounts if my files are frozen?

Yes. You can have a security freeze lifted for a temporary period of time. This is done at no charge for victims. For non-victims, however, there is a \$3 charge. The steps to do so are as follows:

- Contact the consumer reporting agencies above.
- You may contact the consumer reporting agencies by telephone, fax or over the Internet;
- You must provide proper identification;
- You must provide your unique PIN or password;
- And, you must include during what time period your credit report will be accessible (for example: from August 1 to August 5.)

How long does it take for a security freeze to be lifted?

Three (3) business days before January 31, 2009. Starting on this date, the consumer reporting agencies must lift the freeze within 15 minutes under reasonable circumstances and if requests are made between 6am to 9:30pm MST.

What will new a creditor who requests my file see if it is frozen?

A creditor will see a message or a code indicating the file is frozen.

Can a new creditor get my credit score if my file is frozen?

No. A creditor who requests your file from one of the three consumer reporting agencies will only get a message or a code indicating that the file is frozen.

Can I order my own credit report if my file is frozen?

Yes.

Can anyone see my credit file if it is frozen?

When you have a security freeze on your credit file, certain entities still have access to it. Your report can still be released to your existing creditors or to collection agencies acting on their own behalf. They can use it to review or collect on your account. Other creditors may also use your information to make offers of credit. Government agencies may also have access in response to a court or administrative order, a subpoena, or a search warrant.

Do I have to freeze my file with all three consumer reporting agencies?

Yes. Different credit issuers may use different consumer reporting agencies. If you want to stop your credit file from being viewed, you must freeze it with Equifax, Experian, and Trans Union.

If more than one person in my household wants to request a security freeze, do we each have to request a separate security freeze?

Yes. Because each person has an individual credit history and credit reporting file, each person must make a separate request to place, lift or remove a security freeze. Each person also must pay any applicable fees.

Will a freeze lower my credit score?

No.

Can an employer do a background check on my credit file?

It depends. The freeze does not cover a consumer reporting agency database or file used consisting entirely of information about, and used solely for, employment screening.

Does freezing my file mean that I won't receive pre-approved credit offers?

No. You can stop the pre-approved credit offers by calling 888-5OPTOUT (888-567-8688). Or you can do this online at www.optoutprescreen.com. This will stop most of the offers, the ones that go through the consumer reporting agencies. It's good for five years or you can make it permanent.

What law requires security freezes?

The Montana security freeze bill Senate Bill 116, passed in 2007.

THIS FACT SHEET IS FOR INFORMATIONAL PURPOSES. IT IS NOT LEGAL ADVICE. FOR LEGAL ADVICE, YOU MUST CONSULT YOUR OWN ATTORNEY.

Before using these template letters, please read the entire document for complete information.

SAMPLE FREEZE LETTER TO EQUIFAX

Date

Equifax Security Freeze
P.O. Box 105788
Atlanta, GA 30348

Dear Equifax:

I would like to place a security freeze on my credit file. My name is:

My former name was (if applies):

My current address is:

My address has changed in the past 5 years. My former address was:

My social security number is:

My date of birth is:

I have enclosed photocopies of a government issued identity card AND proof of residence such as a utility bill or phone bill.

Circle one of the following:

I have included a \$3 fee to place a security freeze on my credit file

OR

I am an identity theft victim and a copy of my police report (or other investigative report or complaint to the FTC concerning identity theft) regarding identity theft is enclosed.

Yours truly,

Your name

SAMPLE FREEZE LETTER TO TRANS UNION

Date

Trans Union Security Freeze
P.O. Box 6790
Fullerton, CA 92834-6790

Dear Trans Union:

I would like to place a security freeze on my credit file. My name is:

My former name was (if applies):

My current address is:

My address has changed in the past 5 years. My former address was:

My social security number is:

My date of birth is:

I have enclosed photocopies of a government issued identity card AND proof of residence such as a utility bill or phone bill.

Circle one of the following:

I have included a \$3 fee to place a security freeze on my credit file

OR

I an identity theft victim and a copy of my police report (or other investigative report or complaint to the FTC concerning identity theft) regarding identity theft is enclosed.

Yours truly,

Your name

SAMPLE FREEZE LETTER TO EXPERIAN

Date

Experian Security Freeze
P.O. Box 9554
Allen, TX 75013

Dear Experian:

I would like to place a security freeze on my credit file. My name is:

My former name was (if applies):

My current address is:

My address has changed in the past 5 years. My former address was:

My social security number is:

My date of birth is:

I have enclosed photocopies of a government issued identity card AND proof of residence such as a utility bill or phone bill.

Circle one of the following:

I have included a \$3 fee to place a security freeze on my credit file

OR

I an identity theft victim and a copy of my police report (or other investigative report or complaint to the FTC concerning identity theft) regarding identity theft is enclosed.

Yours truly,

Your name

**BYLAWS of
Libby Creek Community, Inc.**

**ARTICLE I
Corporation**

*(Most common wording is in **bold**)*

- 1.1 The name of this Nonprofit Corporation will be Libby Creek Community, Inc., herein after referred to as the “Corporation,” located in Libby, County of Lincoln, State of Montana.

**ARTICLE II
Purpose**

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

**ARTICLE III
Members**

3.1 Eligibility

A “Member” is defined as an adult (18-years-or-older) individual, without regard to his or her social, political, racial, religious, age, sex, sexual orientation, disability, or marital status, that meets all three of the following conditions:

- A. He or she owns (or co-owns) and resides in a manufactured housing unit (herein after referred to as the “Home”) in the Community, including any spouse **or partner in civil union entitled to a homestead interest** who has signed a Lease Agreement. A person is seen as owning or co-owning a Home if he or she owns the Home either directly or through a revocable living trust or other “Grantor” trust. A “Grantor” trust is any trust that: (1) is established during the lifetime of the grantor; (2) names the grantor as trustee and beneficiary of the trust’s income and principal during the grantor’s lifetime, provided he or she has full mental capacity; and (3)

Approved on ___/___/___ Amended on ___/___/___

gives the grantor the power to alter, modify or otherwise change or terminate the trust during the grantor's lifetime, provided he or she has full mental capacity. All references to "he" or "she" or "his" or "her" in these Bylaws shall mean the trustee and beneficiary of said Grantor trust, and any references to "Member" in the case of a Grantor trust applies to the Grantor trust, the trustee and the beneficiary, as applicable in the instance.

- B. "Ownership" of a home shall include, where appropriate, persons purchasing a home under a lease purchase or contract of sale, which is current and in good standing, are brought into good standing by agreement acceptable to the Board of Directors, where the home buyer has some established equity in the home.
- C. He or she is in good standing with the Corporation. A "Member in good standing" is a Member who is complying with the Membership Obligations set forth in Article 3.3 of these Bylaws, or who has signed an agreement satisfactory to the Board of Directors to bring him or herself into compliance.

3.2 Membership Rights

- A. Members have a perpetual right to occupy a lot within the Community as long as they continue payment of the lot rent and comply with the other terms of the Member Lease agreement, the Bylaws of the Corporation, and the Community Rules established by the Members, all as they may be amended from time to time. However, if a Member is evicted from the Community or moves out of the Community, that Member will lose his or her right to occupy said lot.
- B. Membership provides Members with prevailing lot rent. Loss of Membership rights will result in an increased lot rent in accordance with the Community Rules and these Bylaws.
- C. Regardless of the number of Members residing in a home, only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.
- D. In accordance with Montana Code Annotated § 35-2-514, **a Member may not transfer a Membership or any rights arising from Membership.**

3.3 Membership Obligations

- A. All Members and non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Corporation, may be increased by a majority vote of the Corporation's Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, with a 30-day written notice to all Members and Non-Members.
- B. All Members are required to pay their Membership Deposit, consistent with Article 3.5 of these Bylaws.

- C. A Member will participate cooperatively in the operation of the Corporation. This includes, but is not limited to, voluntary participation in the governance of the Corporation and in the operation of the Community.

3.4 Enrollment of Members

- A. Owners of homes seeking to lease a lot in the Community, or Buyers of homes already located in the Community, must become Members of the Corporation. Persons seeking Membership must:
 - (1) Apply for Membership on a form prescribed by the Membership Committee;
 - (2) Be approved for Membership by a majority vote of the Board of Directors;
 - (3) Pay in full the Membership Deposit;
 - (4) Execute a Lease Agreement;
 - (5) Have an intent to reside in the Home; and
 - (6) Commit to the purposes and policies of the Corporation, including but not limited to the Community Rules and these Bylaws.
- B. Owners of Homes in place at the time the Corporation purchases the Community have the right to become Members without Board approval as per Article 3.4(A)(2) above; but, must fulfill all other Membership enrollment conditions per Article 3.4(A)(1), (3), (4), (5), and (6).
- C. Buyers of Homes may be approved for Membership conditional upon purchase and occupancy of the Home.
- D. A person is considered an Owner under this Article if he or she owns the Home directly or through a revocable living trust or other "Grantor" trust, or if he or she is the purchaser under a contract for deed or installment sales contract, as those terms are defined in Article 3.1(A) above.
- E. If an existing Member transfers title to a Home into his or her revocable living trust or other "Grantor" trust, the trust will not be considered a new Owner or Buyer under this paragraph. Members transferring their Membership into a permissible revocable living trust or other "Grantor" trust must furnish the Corporation with a Certification, Abstract or Memorandum of Trust stating that: the trust is a revocable living trust or other "Grantor" trust; the Member(s) is or are trustees of the trust; and the trust remains in full force and effect and has not been revoked, modified or amended in such a way that would contradict what is stated in the Certification (or Abstract or Memorandum) of Trust.
- F. If a person inherits a home from a deceased Member by any means (will, trust or intestate distribution), that person is considered a Buyer for the purposes of this Article and must apply for Membership.

3.5 Membership Deposit

- A. The Membership Deposit will be one-hundred *dollars (\$100.00)* The Membership Deposit does not result in the acquisition of any equity or fee interest in the Corporation, but rather is a condition to Membership.
- B. A Certificate of Membership will be issued to any Member, as an individual or as trustee of his or her revocable living trust or other “Grantor” trust, who has fully paid their Membership Deposit. This Certificate entitles the holder to occupancy of a lot in accordance with the Member Lease Agreement, provided that the holder also abides by the Community Rules of the Corporation and does not interfere with the effective operation of the Corporation. The Certificate is not transferable.
- C. The Board of Directors reserves the right to use all or part of a Member's Membership Deposit to pay any debt due to the Corporation by the Member, or any expenses incurred by the Corporation as a result of a Member's actions or non-actions, as such debts and expenses are legally the responsibility of the Member. The Member will replenish a Membership Deposit decreased on such account in order to remain in “good standing,” and any amounts due but unpaid by the Member shall be treated as unpaid lot rent for all purposes.

3.6 Termination and Expulsion

- A. Any Member whose activity in the Corporation is contrary to the basic cooperation principles set forth in International Cooperative Alliance Principles (attached hereto and incorporated herein by this reference), or who endangers the effective operation of the Corporation, may be expelled, and his or her Membership in the Corporation terminated or suspended, by the Board of Directors pursuant to a fair and reasonable procedure.
- B. In accordance with Montana Code Annotated § 35-2-520, a procedure is “fair and reasonable” if the Member receives not less than fifteen (15) days' prior written notice of the expulsion, termination or suspension, including a clear statement of the reasons for it; and the Member is given an opportunity to be heard before the Board of Directors, orally or in writing, not less than five (5) days before the effective date of the expulsion, suspension or termination. Written notice will be given by first-class or certified mail sent to the Member's last address shown on the Corporation's records.
- C. Expulsion or termination carries with it the loss of all Membership Rights listed in Article 3.2 of these Bylaws, including the perpetual right to occupy said lot and voting interests. In accordance with Montana Code Annotated § 35-2-522, the Corporation may not purchase from the Member the Member's Certificate or any rights arising out of Membership. The Member may be liable for any dues, assessments or fees owing the Corporation as a result of obligations incurred or commitments made by the Member prior to expulsion or suspension. An eviction of the Member will automatically terminate his or her Membership, as

long as the eviction was conducted in accordance with the “fair and reasonable” procedure in (B) above.

- D. The Member will have the right to appeal the expulsion or termination to the Board of Directors at 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 call by the Board for a special meeting, the Member may do so in accordance with Article 5.3 of these Bylaws. A Member need not be expelled before being evicted.
- E. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. All decisions of the Board regarding termination, expulsion and suspension will be clearly stated, recorded and placed in the permanent files, and a copy given to the affected Member.
- F. Any Member who intends to be represented by legal counsel as the result of a Corporation action must notify the Board of this fact ten (10) days in advance of the meeting. The Member will be solely responsible for the cost of his or her attorney. In no case, should the Corporation be responsible for the Member’s legal fees or expenses, unless ordered by a Court of competent jurisdiction.

3.7 Resignation

A Member may resign from Membership at any time. Resignation of a Member carries with it the loss of all Membership Rights listed in Article 3.2 of these Bylaws, including the perpetual right to occupy said lot and voting interests. Resignation does not relieve the Member from any obligations the Member may have to the Corporation as a result of obligations incurred or commitments made prior to resignation.

3.8 Patronage Refunds

Members shall have a right to determine whether excess carrying charges collected in any given fiscal year shall be returned to Members as patronage refund or retained as additional funding for reserves or for the needs of the following year operations. The decision may be made at the time that they approve the budget for the coming fiscal year. The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year; but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan terms, as applicable from time to time. Such patronage refunds are limited to a pro rata return of fees paid by Members in excess of the Corporation’s needs and are not from earned income from other sources.

ARTICLE IV

Sale and Rental of Homes and Lots

4.1 Use of Homes

- A. In order to unify the Members and make the Corporation stronger, all homes within the Community must be Owner-occupied. Failure to comply with this Article could result in Member's eviction from the Community.
- B. Rental or leasing of homes in the Community **will not be allowed** unless approved by the Board of Directors. The Board of Directors will 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 Board's decision will specify the hardship circumstance(s) and the condition(s) of approval. The vote of the Board of Directors will be maintained in the official records of the Corporation.

4.2 All Home Sales

- A. Any Member or non-Member Owner who plans to sell or move their Home out of the Community or demolish the Home on site will give written notice to the Board of Directors at least thirty (30) days in advance of the pending sale or move. Failure to give proper notice may result in the assessment of an additional thirty (30) days of lot rent.
- B. Notice to the Board of Directors stating the Owner's intention to sell a Home located in the Community must 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 Owner to supply potential buyers with information regarding the requirement that all buyers reside in the Community and become Members of the Corporation. The Owner will supply the Corporation with the names and telephone numbers of any buyers who have signed a Purchase and Sales (or "Buy-Sell") Agreement. See the exception for certain trust transfers in paragraph 3.4(E), which applies here as well.
- C. The property owner should not unreasonably withhold a requested signature on a Statement of Intent to Declare a Manufactured Home an Improvement to Real Property. If the Member or Non-Member Owner owes the Corporation money, or if the Member or Non-Member Owner is in breach of any other obligation to the Corporation, the Statement of Intent may be furnished "in escrow" to the closing or settlement agent until those amounts are paid in full.

4.3 Sale of Member Homes

- A. 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 Corporation's preference is that the Member accept the offer from the lower-income family or individual.

- B. A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the country as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- C. The Board of Directors shall repay the amount equal to the Membership Deposit paid by said Member household, without interest, less any debt owed by the Member to the Corporation, within sixty (60) days of the removal or sale of the home, or at such later date when the repayment can be made without jeopardizing the solvency of the Corporation.

4.4 Vacant Lots

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

ARTICLE V **Membership Meetings**

5.1 How the Membership Can Legally Act

- A. The Membership may act only at a properly called Annual or special meeting of the Membership where a quorum is present. 1/3 of the current Membership interests (or voting power) will constitute a quorum at a Membership meeting.
- B. A Member not in good standing (as defined by these Bylaws at Section III Members) and their household will be ineligible to vote upon any matter, and will not be counted toward a quorum.
- C. Only one full vote per Home may be exercised under a Membership interest.
- D. There will be no voting by proxy; nor will a proxy be counted towards the establishment of a quorum. The existence of a quorum will be established at the beginning of each meeting and will remain valid until the meeting is adjourned.
- E. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting will be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules.

- F. The Bylaws of the Corporation and the Community Rules can only be adopted or repealed by at least a majority vote of the total Membership of the Corporation.
- G. The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment will be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter will not require an additional notice.
- H. Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot that clearly states each proposed action and provides an opportunity to vote for or against each proposed action. To be passed, the number of votes cast by ballot must equal or exceed the quorum required to be present at a meeting authorizing the action; and the number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting. All solicitations for votes by written ballot must indicate the number of responses needed to meet quorum requirements; state the percentage of approvals necessary to approve each matter (other than election of Directors); and specify the time by which a ballot must be received by the Corporation in order to be counted. A written ballot may not be revoked. A copy of the ballot and vote must be kept on file with the Corporation's Membership meeting minutes. Notice that such an action took place, including the nature of the action, and the availability of the resolution will be posted or otherwise published to the Members within 3 days.

5.2 Annual Meeting

- A. The Annual Meeting of the Members will be held annually in the month of May in Kalispell, Montana, at the Corporation's principal office or a place designated by the Board of Directors within 15 miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- B. The Board will give written notice of the Annual Membership Meeting not less than 10 calendar days, nor more than 60 calendar days before the date that such a meeting is to be held. Such written notice will be given in writing to each Member at his/her address, and posted and maintained at a common area, and will state the place, day, and time of the meeting, as well as the agenda items or subject matter to come before it.
- C. At the Annual Membership Meeting, the President and Treasurer will report on the activities and financial condition of the Corporation; and the Members shall consider and act upon other matters that are raised consistent with the notice and voting requirements of Montana Code Annotated §§ 35-2-530 & 35-2-538(2).
- D. The Annual Report to the Secretary of State, a report of the examination of the prior year's finances, and a proposed annual budget of the Corporation will 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.

- E. The Board will also recommend for approval by the Membership proposed future rents. If Members, after the meeting held or ballot conducted for said purposes, fail to approve a budget that meets all contractual obligations, the Board may approve such a budget without further vote of the Members.

5.3 Special Meetings of the Membership

- A. Special meetings of the Membership may be called by the Board of Directors, or by written demand of 20%. Such Member demand may be delivered to any Corporate Officer, but must describe the purpose(s) for which the special meeting is to be held. The Board will provide written notice of the date, place and time of the special meeting within thirty (30) days after the date the written demand is delivered to the Corporate Officer. If the Board fails to provide such notice, a person signing the demand(s) may set the time and place of the special meeting and give notice pursuant to Montana Code Annotated § 35-2-530.
- B. The Corporation will notify its Members of the place, date and time of each Annual and special meeting of Members not less than ten (10) days before the meeting date or, if notice is mailed by certified mail, not less than thirty (30) or more than sixty (60) days before the meeting date.

5.4 Notice of Annual and Special Meetings

- A. Notice of an Annual Meeting will include a description of any matter or matters that must be approved by the Members; and notice of a special meeting will include a description of the matter(s) for which the meeting is called.
- B. When giving notice of an Annual or special meeting, the Corporation must also give notice of any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting; and the request is received by the Secretary or President of the Corporation at least ten (10) days before the Corporation gives notice of the meeting.
- C. The record date for determining Members entitled to receive notice and vote at a Members' Meeting is fixed at the close of business on the business day preceding the day on which notice is given.

ARTICLE VI **Board of Directors**

6.1 Number and Term of Directors

- A. The Corporation must have a Board of Directors. The Board of Directors will consist of three Members who are in good standing with the Corporation.

- B. Directorships will not be denied to any person on the basis of race, creed, religion, color, sex, physical or mental disability, age or national origin. To be eligible to serve as a Director, an individual must be a resident homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Corporation.

All Directors will serve for a term of **two years**, except that at the first election, the Treasurer and Secretary will be elected for one-year terms, or until their successors are duly chosen. No Director may serve for more than three consecutive two-year terms or until their successor is duly chosen.

6.2 Election of Directors

- A. The Board of Directors will be elected by the Membership at the Annual Meeting of the Corporation, 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.
- B. Members will elect Directors to each Officer position as well as those Directors serving at large. Directors and Officers must be approved by a majority vote of the Members present at a properly noticed meeting of the Membership where a quorum is present.
- C. A ballot provided on a form approved by the Board of Directors will be used for the election of Directors and Officers. It will clearly state the Director and Officer positions to be filled and those nominees known in advance of the meeting. It will also clearly state that other nominees may come from the floor. Ballots must be identifiable by either a lot number or other means. The ballots will be sealed and opened at the Membership meeting.
- D. The Board of Directors may allow for an absentee ballot for the following reasons: hospitalization, shift work, out of state. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, unless the result of emergency circumstances. If the ballot is to be mailed, the Member must request it ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.

6.3 Powers

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

D. 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.

6.4 Resignation

Any Director may resign at any time by delivering written notice to the Board of Directors, its presiding officer, the President, or the Secretary. Such resignation will take effect upon receipt unless the notice specifies a later effective date.

6.5 Removal

- A. Any Director whose actions are determined to negatively affect the operation of the Corporation may be removed by a majority vote of the Members present at any Membership meeting called for the purpose of removing the Director, where a quorum is present, provided that a 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:
 - i. If initiated by the Board of Directors- a majority vote of the Board of Directors, or
 - ii. If initiated by a Membership Petition- after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership.
- B. Said Notice shall clearly advise that, once a quorum is established, a majority vote of the Members present will be needed to remove the Director.
- C. The notice shall state the date, time and place of the meeting where said vote will be taken.
- D. If the Members' petition for removal of a Director does not state that the vote to remove is requested for the next regularly scheduled meeting, or if the Board of Director lacks time to give the required notice to the Director to be removed before the next regular meeting, then the Board of Directors shall take said Petition for Removal to also be a request for a special Membership Meeting for said purposes, and proceed in accordance with these Bylaws regarding special meetings, and shall set the date, place and time of the special meeting, to be held within 30 days after receipt of such Petition. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the special meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date.
- E. Any Director who misses more than ___ Board meetings in a ___ [*specify period*] unless that Director has submitted to the Board in writing reasons for

the absence (e.g. illness....) may be removed from office if a majority of the Directors then in office vote for the removal.

6.6 Vacancies

- A. Vacancies that result from resignation or other means may be filled by majority vote of the Members present at a Membership Meeting where a quorum is reached, or by majority vote of the Directors present at a Board Meeting where a quorum is reached. If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by majority vote of all Directors remaining in office. The Director so appointed will serve the remainder of the unexpired term.
- B. If a vacancy is to occur at a specified later date, by reason of a resignation or otherwise, the vacancy may be filled before the vacancy occurs. However, the new Director may not take office until the vacancy occurs.

6.7 Compensation

Directors will serve without compensation, but will 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.

ARTICLE VII Officers

7.1 Roster of Officers

The Officers of the Corporation will consist of a ***President, Treasurer and Secretary*** and any other designated position as decided by the Membership. All Officers are Directors of the Corporation and must meet the requirements for being a Director set forth in Article 6.1.

7.2 Election and Removal of Officers

See process for Election and Removal of Directors in Article 6.

7.3 President

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

7.4 Secretary

The Secretary will keep the records of the Corporation and these Bylaws. Amendments to these Bylaws will be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. The Secretary will 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 will 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 will serve as evidence of their authenticity.

7.5 Treasurer

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

7.6 Powers

All Officers of the Corporation will, subject to these Bylaws and to any vote of the Directors, have such powers and duties as the Directors will from time to time designate, in addition to the specific powers and duties set forth above.

ARTICLE VIII **Board Meetings**

8.1 Regular Meetings

Regular meetings of the Directors will be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting will be posted in a public place in the Community no less than three (3) days before the meeting. The Board will have the sole discretion to establish the agenda for all regular meetings.

8.2 Special Meetings

Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, hour, and agenda of any special

meeting will be posted in a common area and communicated personally to each Board Member not less than three (3) days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

8.3 Meetings Open to Members

Regular and special meetings of the Board of Directors will 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.

8.4 Notice

Written notice stating the date, time, place, and agenda of all Board meetings, regular and special, will be posted in a common area no less than three (3) days before any meeting.

8.5 Quorum

At any meeting of the Board of Directors, a simple majority of the number of Directors in office immediately before a meeting begins will constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established. A Director may attend by telephone and such Director is included in a quorum count.

8.6 Action without a Meeting

- A. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the action is taken by all members of the Board. Action taken under this section is effective when the last Director signs, unless the consent specifies a different effective date.
- B. The action must be evidenced by one or more written consents describing the action taken, be signed by each Director, and be included in the minutes filed with the Corporate Records reflecting the action taken. A consent signed under this section has the effect of a meeting vote and may be described as a vote in any document.
- C. Notice that such an action took place, including the nature of the action, and the availability of the resolution will be posted in a common area within three (3) days.

8.7 Proxy Voting Prohibited

Proxy voting is prohibited.

A//approved 9/12/2018 Amended on ____/____/____

ARTICLE IX
Indemnification and Bond

9.1 Indemnification

- A. The Directors, Officers and Members will not be personally liable for the debts, liabilities or other obligations of the Corporation.
- B. The Corporation will indemnify a Director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party because the individual is or was a Director of the Corporation, against reasonable expenses actually incurred by the Director in connection with the proceeding.
- C. Except as provided in subsection (D) below, an individual made a party to a proceeding because the individual is or was a Director may be indemnified against liability incurred in the proceeding if the individual:
 - (1) engaged in good faith conduct;
 - (2) reasonably believed:
 - (a) in the case of conduct in the individual's official capacity with the Corporation, that the conduct was in its best interests; and
 - (b) in all other cases, that the conduct was at least not opposed to its best interests; and
 - (3) in the case of any criminal proceeding, had no reasonable cause to believe the conduct was unlawful.

Indemnification permitted under this subsection in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

- D. The Corporation may not indemnify a Director under subsection (C):
 - (1) in connection with a proceeding by or in the right of the Corporation in which the Director was adjudged liable to the Corporation; or
 - (2) in connection with any other proceeding that charges improper personal benefit to the Director, whether or not involving action in the Director's official capacity, in which the Director was adjudged liable on the basis that personal benefit was improperly received by the Director.

9.2 Bond

Each Officer, Director, employee, and agent handling funds or securities amounting to \$1,000 or more in any one year will be covered by adequate bond based on industry standards.

ARTICLE X
Operations

10.1 Signing of Documents

Unless specifically authorized by the Board of Directors or otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation will be signed and executed by the President and one other Director. The Board will authorize by written resolution all final documents to be so executed. No more than one individual from each Membership household may have authority to sign on behalf of the Corporation.

10.2 Disbursement of Funds

- A. All checks disbursing funds from any of the Corporation's accounts will require the signatures of at least two Directors. No more than one individual from each Membership household may have signing authority.
- B. Any decisions that may commit expenditures of two thousand dollars (\$2,000) or more of Corporation resources per fiscal year, that does not appear in the approved annual budget, will be made by the Membership at an Annual or special meeting of the Members. Capital Improvement and Replacement Reserve expenditures that do not appear in the Member-approved Capital Improvement Plan and that exceed three thousand dollars (\$3,000) per fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board will notify the Membership of such an emergency action at the next regular or special meeting of the Membership.

10.3 Ethics, Procurement and Conflict of Interest

In addition to the requirements of these Bylaws, the Corporation through a Membership vote will adopt, and all Director-Officers will abide by, a Code of Ethics, a Procurement Policy, and a Conflict of Interest Policy. No member of the Board of Directors may be retained by the Corporation for compensation whether as an employee, independent contractor, consultant or in any other capacity. The role of employee, contractor, or vendor is inherently a conflict of interest with a Director's role as a Board Member, and that conflict cannot be waived by the Board or Membership.

10.4 Records

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

10.5 Inspection of Books and Records

- A. Records of the Corporation will 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.
- B. The Treasurer will make the Annual Financial Statements available to the Board within three months after the end of the fiscal year.

10.6 Fiscal Year

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

10.7 Annual Report for the Secretary of State

The Corporation will deliver to the Secretary of State, for filing, an annual report that includes the information set forth in Montana Code Annotated § 35-2-904. The first annual report will be delivered to the Secretary of State between January 1 and April 15 of the year following the calendar year in which the Corporation was incorporated. Subsequent annual reports must be delivered to the Secretary of State between January 1 and April 15.

10.8 Dissolution

In the event of dissolution of the Corporation, the assets, after payment of the Corporation’s debts and expenses, will be distributed as a contribution to any Corporation association or other nonprofit association to which contributions are deductible from income tax under current internal revenue service regulations.

ARTICLE XI
Rules of Procedure

In case of any question not covered in these Bylaws or adopted policies, or by Title 35, Chapter 2 of the Montana Code Annotated, the guidelines in **“Parliamentary Procedure for Manufactured Housing Community Corporations”** as published by the *Management Guide* © 2003, 2007, 2017 ROC USA, LLC or the foundation document, *The Standard Code of Parliamentary Procedure, Fourth Edition*, by Alice Sturgis, 2001) will prevail.

CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of Libby Creek Community, Inc. at its meeting held on _____, 2019.

A//approved 9/12/2018 Amended on ____/____/____

DocuSigned by:

Kathy Swearingen

4B05AF62A570406...

Kathy Swearingen

Secretary of the Corporation

International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership

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

2nd Principle: Democratic Member Control

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

3rd Principle: Member Economic Participation

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

4th Principle: Autonomy and Independence

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

5th Principle: Education, Training and Information

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

6th Principle: Co-operation among Co-operatives

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

7th Principle: Concern for Community

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

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

A/Approved 9/12/2018 Amended on ____/____/____

Community Rules

Libby Creek Community, Inc.

A Resident Owned
Manufactured Housing Community

Owned and operated by: Libby Creek Community, 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 and regulations of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community appearance and its reputation in the community at large.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE MONTANA RESIDENTIAL MOBILE HOME LOT RENTAL ACT REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE AND TO BE APPLIED UNIFORMLY. TENANTS MUST BE GIVEN WRITTEN NOTICE OF ALL RULES AT THE TIME A LEASE AGREEMENT IS SIGNED OR WHEN THE RULE IS ADOPTED. NEWLY ADOPTED RULES ARE NOT VALID UNTIL THIRTY (30) DAYS AFTER WRITTEN NOTICE IS GIVEN.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN A SPECIFIED NUMBER OF DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF YOUR LEASE AGREEMENT IS TERMINATED, THE COMMUNITY WILL GIVE YOU WRITTEN NOTICE THAT YOU HAVE 60 DAYS TO MOVE (OR 30 DAYS IF YOU ARE BEHIND IN YOUR RENT). IF YOU DO NOT MOVE, AND THE COMMUNITY WISHES TO EVICT YOU, THE COMMUNITY MUST FILE A

LAWSUIT AGAINST YOU IN COURT. IF THE COMMUNITY WINS, YOU RUN THE RISK OF PAYING THE COMMUNITY'S COURT COSTS AND ATTORNEY FEES.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE. YOU SHOULD NOTIFY THE COMMUNITY IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY. THE PURCHASER OF THE HOME IS NOT AUTOMATICALLY ENTITLED TO RENT THE LOT. THE PURCHASER MUST MAKE SUITABLE ARRANGEMENTS WITH THE LANDLORD IN ORDER TO BECOME A TENANT ON THE MOBILE HOME LOT.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE MONTANA OFFICE OF CONSUMER PROTECTION at P.O. BOX 200151, HELENA, MT 59620 (OR ONLINE AT [HTTPS://DOJMT.GOV/CONSUMER](https://dojmt.gov/consumer)).

I. GENERAL RESPONSIBILITIES

- 1) The cooperative is responsible for:
 - a) All underground utilities
 - b) Snowplowing of roads
 - c) Maintenance of roads and common areas
 - d) Trees

- 2) The homeowner is responsible for:
 - a) Hooking up to utilities and maintaining connections
 - b) Upkeep of their lot
 - The care, maintenance and snow removal of their own walk-ways and driveways.
 - c) Obeying rules and regulations
 - d) Payment of lot rent on time
 - e) Prominently displaying the street number on the front of the home for emergency location (911)
 - f) All state or local taxes on the home are the responsibility of the homeowner. 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, if applicable.

- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.
- 4) The speed limit in the community is Five (5) MPH.

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) All housing units are to be owner occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's Bylaws. In order to promote the safety of the homeowners and

make a fair distribution of services, the maximum number of individuals allowed per house is two persons per bedroom.

- 2) All community rents are due on the first (1st) day of the month. There is a Twenty Five(\$25.00) dollar late charge for rent received the tenth (10th) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed \$25.00 over the current bank fees per check. No re-deposits will be made. Non-Members will pay \$25.00 dollars above the prevailing Member lot rent.
- 3) Any homeowner wishing to remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Any homeowner wishing to sell their home should give a thirty (30) day written notice of intent to the Board of Directors and should advise any potential buyers of the requirement to join the cooperative in order to remain on the lot and the approval process for tenancy.
 - a) 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 Corporation's preference is that the Member accept the offer from the lower-income family or individual.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

- b) The property owner should not unreasonably withhold a requested signature on a Statement of Intent to Declare a Manufactured Home an Improvement to Real Property. If the Member or Non-Member Owner owes the Corporation money, or if the Member or Non-Member Owner is in breach of any other obligation to the Corporation, the Statement of Intent may be furnished "in escrow" to the closing or settlement agent until those fees are taken care of.
 - a. For sales of homes the notice to the Board of Directors will contain:
 - i. The letter 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 homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with the Montana Trade Practices Act (Title 30, Chapter 14 of the Montana Code Annotated).
- a) For removal of homes:
 - i) All taxes assessed against the home, all lot rent, 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, if applicable.
 - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.

- f) 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 the Montana Trade Practices Act (Title 30, Chapter 14 of the Montana Code Annotated).
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- 5) Septic systems are not to be used for disposal of grease, condoms, feminine napkins (including Tampax) children's toys, non-bathroom tissue and bio-hazard material. As a co-op member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire repair.
- 6) 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 cooperative reserves the right to shut off the water at any home where there is a leak until a repair is made. If the damages to the Corporation's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 7) You shall notify the Board of Directors if there is a change in the occupancy in your home of over 30 days. In all cases, the total number of occupants shall not exceed the Corporation's established occupancy limits. The Board of Directors requires a Lease Agreement to be modified as needed. Each additional adult Occupant must adhere to the Corporation's Additional Household Member Policy. Occupancy may NOT exceed limits set for the home-site (lot).
- 8) All homeowners are responsible for the actions of their guests, their children and their pets. Rules apply to all guests as well as the homeowner household.
- 9) Adults, children and pets are not to be on the property of others uninvited.
- 10) Homeowners 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.
- 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 8 AM.

- 12) Homeowner owns and 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 standards as published by the Montana Department of Environmental Quality (DEQ) and incorporated herein by reference as if fully set forth herein (Title 17, Chapter 57, Subchapter 1 of the Administrative Rules of Montana). 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 Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under Mont. Code Ann. § 70-33-422 of the Montana Residential Mobile Home Lot Rental Act. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

III. 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) 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.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side and in accordance with the town's building code.
- 4) Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
 - a) may not exceed 12' X 12' without the written consent of the Board of Directors;
 - b) roof is pitched
 - c) doors and windows stay in good repair and are able to be closed;
- 5) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior approval by the Board of Directors in writing and are to comply with applicable building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of any required building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 6) No pools are allowed in the community, with the exception of kiddie pools holding 20 gallons or less. All pools and trampolines have to have prior approval by the Board of Directors in writing. The household is required to have a Homeowners Insurance Policy acceptable to the Board of Directors covering personal injury liability for the pool or trampoline at the time of approval. Said insurance must name the Community as co-insured.

- 7) Commercial signs are not allowed.

IV. SITES

- 1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish removal is the homeowner's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed, the grass no higher than 6". If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner'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 old furniture of any kind except for lawn furniture may be left around the home. Excess items are to be stored in a neat and orderly manner and away from view of the street.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces or barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be no higher than six (6) feet and material must be approved by the Board of Directors in writing prior to installation. The Board of Directors has final approval on fences.
- 7) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! Montana Call Before Your Dig 811 regulations apply.
- 8) Approval for planting, trimming and replacement of all trees is at the discretion of the Board of Directors.

V. VEHICLES

- 1) Parking spaces for two vehicles will be allocated to each home. There is no parking on lawns for vehicles, recreational vehicles, motor homes, campers, utility trailers or large boats with trailers.

Parking in front of the shop is prohibited. Parking a motor vehicle is allowed on the streets as long as it does not block snowplowing or emergency vehicles.

- 2) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit. Commercial vehicles or equipment may not be operated or parked in the community with the exception of delivery and service vehicles operated in conjunction with delivery and/or service to community residents.
- 3) There is to be no racing or inappropriate use of vehicles in the community.
- 4) In the interest of safety and as a courtesy to all community residents, a speed limit of 5 mph within the community shall be strictly enforced.
- 5) Overnight parking of vehicles with a gross vehicle weight (GVW) of over 20,000 pounds in the community requires prior approval of the Board of Directors.
- 6) Recreational vehicles, motor homes, campers, utility trailers and large boats with trailers shall not be parked or stored on a Resident's parking pad without the advance written permission of the Board of Directors.
- 7) Visitors and guests may park on the street immediately adjacent to the home of the Resident that they are visiting so long as traffic flow and neighboring pads are not blocked.
- 8) All vehicles parked within the community must be in operating condition and must be currently licensed. Vehicles with unreasonably loud engines and/or exhausts are prohibited. Residents are entitled to perform minor maintenance on vehicles, however, repairs and over hauls of any vehicles or any part thereof are prohibited within the community.

VI. PETS

While the members of this community understand that pets are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Domestic pets are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed.
- 2) These dogs are prohibited:
 - a) Any dog with a history of aggressive behavior or biting.
 - b) Any animal that is on a list of prohibited pets, as provided by the Corporation's insurance company.

- 3) Permitted dogs will either be restricted to their lot or walked on a leash. A barking dog may not be left outside for longer than ten minutes.
- 4) Cats can roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or restrain it to the inside of the home.
- 5) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- 6) All cats and dogs are required to be spayed/neutered in the community. Breeding of pets is prohibited in the community.
- 7) Each resident household is allowed 4 dogs, cats or other pets exceeding 1 pound each.
- 8) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.
- 9) Certified service animals are permitted.

VII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the Board shall be subject to revocation at the sole discretion of the Board.

VIII. ATTORNEY'S FEES AND COSTS

In the event the Corporation is the prevailing party in any legal action commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation. 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 and any fees incurred in establishing the reasonableness of, and the party's entitlement to, said fees. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent 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 for attorney fees and costs incurred in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees unless directed by a Court. 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.

IX. SEVERABILITY

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

X. LIABILITY AND INDEMNITY

The cooperative 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 pets, guests, family members or invitees of the homeowner. The cooperative 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. The cooperative shall not be liable 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 cooperative 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 cooperative from purposeful misconduct or negligence and attorney fees arising therefrom.

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

Libby Creek Community Rules

Total 10 Pages – Approved on 9/12/2019

by the Membership

The foregoing is a true and accurate account, attested by, _____

DocuSigned by:
13 arb
Resident
#400703B731B490...

Community Rules Acknowledgement

I/we _____
residing at _____ have received and read a copy
of the Community Rules.

By signing and dating this form, I/we understand and will obey these Community Rules. If we or any visitor or guest at our home or any member of our household does not follow the rules, I/we understand that this could be grounds for our eviction from the community.

Signature: _____ date: _____

Signature: _____ date: _____

This document to be kept on file by the Secretary of the Board of Directors.

Member Lease Agreement Libby Creek Community, Inc.

This Agreement, made and entered into at Great Falls, State of Montana, on this [ordinal number such as 1st, 2nd] day of [month], 20[year], by and between Libby Creek Community, Inc., a corporation organized under the Montana Nonprofit Corporation Act, having its principal place of business at 3012 Lower River Rd, Great Falls, MT, (hereinafter called the "Corporation"), and [Member name] (hereinafter called the "Member") of [street address] in said Corporation.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as the Libby Creek Community, Inc. (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles of Incorporation and the Bylaws of the Corporation and is familiar with their terms; and

WHEREAS, the Member has a bona fide intention to reside in the Community and to continue such residence during Membership; and

WHEREAS, the Member has paid or agrees to pay the Membership Deposit of \$100 and will receive a Certificate of Membership in the Corporation once the Membership Deposit has been paid in full; and

WHEREAS, the Corporation and the Members deem it to be in their mutual interest to commemorate the Membership and rental arrangement in written form.

NOW THEREFORE, the parties do agree as follows:

Article 1 - Premises: The Corporation leases to the Member and the Member leases from the Corporation 3012 Lower River Rd # (hereinafter called the "Lot") in the Community.

Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Corporation, 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. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to the Corporation.

Article 3 - Lot Rent: The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of \$315 for Members owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Corporation, as estimated by its Board of Directors, to meet its expenses and reserves. The Lot Rent may be increased according to the Bylaws, with a thirty (30) day written advance notice. The Lot Rent must be paid on the 1st day of each month and there is a \$25 late payment fee for Lot Rent received after the 10th day of each month. All such late fees shall be considered additional rent hereunder.

The Member further agrees to timely pay when and if due to the City/Town of Great Falls all monthly water/sewer and property taxes assessed against the manufactured housing unit owned by the Member. (If the Corporation, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Members' unit, the Members shall promptly reimburse the Corporation.) Any fees advanced by the Corporation for municipal taxes or other Lot Rent shall be added to the Corporation's balance owed for unpaid rents.

Article 4 - Waiver of Homestead Interest: Member (and Member's spouse or partner in civil union signing this agreement for these purposes, if not as a Member) hereby waives any and all homestead rights, if any, established by state or federal law as to any lien by the Corporation for payment of lot rent and advances provided for in this agreement or by statute.

Article 5 - Membership Deposit: The Member has paid or will pay the Membership Deposit by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Corporation; the payment plan agreed to in the Membership Agreement and Promise to Pay is hereby incorporated into this Lease Agreement.

Article 6 - Patronage Refunds: The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

Article 7 - Member's Further Obligations and Covenants: The Member shall comply with all duties set forth under Montana law, specifically, but not limited to the Montana Nonprofit Corporation Act and the Montana Residential Mobile Home Lot Rental Act, and shall further agree to abide by the terms and conditions of this Agreement, and the Articles of Incorporation, Bylaws of the Corporation, and Community Rules of the Corporation now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable Community Rules in effect at the execution of the Lease Agreement.

The Member further agrees to participate "cooperatively" in the operation and management of the Corporation by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Members, other tenants, or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Corporation; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of the Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Community Rules.

Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with the Aboveground Storage Tank rules as published by the Montana Department of Environmental Quality (MDEQ) and incorporated herein by reference as if fully set forth herein (Title 17, Chapter 57, Subchapter 1 of the Administrative Rules of Montana). 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's 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 rents under Mont. Code Ann. § 70-33-422 of the Montana Residential Mobile Home Lot Rental Act. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

Member must have the consent of the Corporation Board of Directors to plant, cut or trim trees or to modify landscaping with anything more than annual flowers. Any and all additions to landscaping become part of the leasehold premises and shall not be removed by the Member except with the expressed written consent of the Corporation Board of Directors. Member should carry homeowner's insurance including general liability insurance, however, because the Corporation is not able to effectively monitor that the homeowner's insurance coverage is current, it is the homeowner's responsibility to keep it current.

Article 8 - Corporation's Covenants: The Corporation shall comply with all duties set forth under Montana law, specifically, but not limited to, the Montana Nonprofit Corporation Act and the Montana Residential Mobile Home Lot Rental Act, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, Bylaws or Community Rules, as they now exist and as they may be later amended from time to time.

Provided that the Member has provided a safe and properly maintained connection capability, the Corporation agrees to provide water and sewer utilities to the Member's Lot and to maintain these utilities in good and reasonable working order; to plow and maintain roads providing ingress and egress between the Community and the public road, to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Community and the Corporation's finances, including the payment of liability insurance and property taxes on the land; to duly report the significant and material doings and undertakings of the directorship to the Membership, and any special meetings that may be called from time to time; to provide copies of annual audit of the Corporation's finances; and not to discriminate against the Member in the provision of any services it is required to provide.

Article 9 - Eviction: The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules or for any reason specified in Mont. Code Ann. § 70-33-422 of the Montana Residential Mobile Home Lot Rental Act, all as they now exist or as they may hereafter be amended from time to time.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as for any reason specified in the Bylaws, as it now exists and as it may hereafter be amended from time to time. For this reason, all Eviction Notices must be accompanied by a notice of the alleged violations and of a reasonable opportunity to be heard before the Board of Directors of the Corporation not less than 15 days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 - Sublease: The Premises may be sublet to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time periods as it deems appropriate in its sole discretion and sets forth in writing.

Article 11 - Limitation on Member's Right to Make On-Site Sale: The Member acknowledges the application of, and agrees to abide and comply with, the resale limitations and restrictions of Section II:3 of the Community Rules of the Corporation, as may be amended from time to time, and agrees to abide and comply therewith.

Any Member or Non-Member wishing to make an on-site sale of their home shall give immediate written notice to the Board of Directors stating the intention to sell, the estimated date of sale, and the name, address, and phone number of the selling agent, in accordance with the Bylaws. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Corporation. The seller shall supply the Corporation with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement.

Article 12 - Invalidity: If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

Article 13 - Waiver: Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

Article 14 - Notices: Whenever the provisions of law or the Corporation Bylaws require notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

Article 15 - Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws, or the Community Rules of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

Article 16- Incorporation of Articles of Incorporation, Community Rules, Bylaws and Corporation Resolution: The Articles of Incorporation, the Bylaws, all Corporation resolutions, and its duly adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Corporation.

Article 17 - Attorneys' Fees and Costs: In the event the Corporation is the prevailing party in any legal action commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred 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 rent for the unit in question, and this additional rent 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 for attorney fees and costs incurred in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees unless directed by a Court. 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.

Article 18 - Time of the Essence: Time is of the essence of this Lease Agreement and any term, covenant or condition contained herein.

Article 19 - Joint and Several Liabilities: If more than one (1) Member party shall execute this Agreement, the obligations of the Members shall be their joint and several obligations in every instance.

Article 20 - Assignment to Lender: The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Lease Agreements between the Corporation and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

Article 21 - Home Financing Contact: The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

[name, address]
[name, address]

Article 22 – Contact Information:

Homeowner Name (s): [name(s)]

Address: [street address] Telephone: [phone number]

Names of each additional person living at the above address:

[name]

[name]

[name]

[name]

Emergency Contact Information

List the name, address, and phone number of the person you would want notified in case of an emergency:

[name, address, phone]

[name, address, phone]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Corporation Officers:

Signed _____ [printed name]
Its duly authorized Officer

Signed _____ [printed name]
Its duly authorized Officer

Members:

Signed _____ [printed name]

Signed _____ [printed name]

Signed _____ [printed name]

All titled Members must sign above. Untitled spouses or partners in civil unions are also encouraged to sign above.

Untitled spouse or partner in civil union who do not sign above must sign below for the purpose of waiving Homestead Interest.

Untitled spouse or partner in civil union:

Signed _____ [printed name]

Witness to all signatures:

Signed _____ [printed name]

Libby Creek Community, Inc.

Pet Registration Form

Please fill out one form per pet and *include a photo of the pet* and if the pet is a dog a *copy of the registration for the pet*.

Pet owner's contact info:

name(s): _____

address: _____

phone number: _____ email address: _____

Number of Pets: ____ cat(s) ____ dog(s) ____ other (outdoor pets) – specify: _____

Pet 1: Name: _____

Pet 2: Name: _____

Tag #: _____

Tag #: _____

_____ cat _____ dog

_____ cat _____ dog

_____ other – specify: _____

_____ other – specify: _____

Breed: _____

Breed: _____

Color: _____

Color: _____

Pet 3: Name: _____

Pet 4: Name: _____

Tag #: _____

Tag #: _____

_____ cat _____ dog

_____ cat _____ dog

_____ other – specify: _____

_____ other – specify: _____

Breed: _____

Breed: _____

Color: _____

Color: _____

If you are not at home, who can handle your pet(s)?

Name: _____ Phone: _____

Failure to comply with the Community Rules, specifically related to pets, is a breach of your Lease Agreement and is sufficient grounds for eviction as per the laws of the State of Montana.

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

Signature: _____ Date: _____

Signature: _____ Date: _____



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 the Community Rules.
- In most ROCs, the home is preferred to be marketed to low- to moderate-income homebuyers for the initial period of 30-60 days, depending on the Bylaws. All other considerations being equal, income-qualifying buyers are preferred during this period.
- 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.
- 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 timeframe 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.
- Pro-ration 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 Deposit as a part of the sale is not allowed. The buyer must pay their whole Membership Deposit directly to the ROC.
- The sale transaction is not complete until the buyer’s Membership Deposit is verified to be paid in full to the ROC, and a new Lease Agreement is fully executed. The property owner should not unreasonably withhold a requested signature on a Statement of Intent to Declare a Manufactured Home an Improvement to Real Property. If there are fees owed to the ROC by the seller, the Statement of Intent may be furnished “in escrow” to the closing or settlement agent until those fees are taken care of.

- 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.

Important Note: The ROC, as the Property Owner, is subject to 70-33-101 Montana Code Annotated prohibitions under the Montana Residential Mobile Home Lot Rental Act. For more information, visit <http://www.montanalawhelp.org/files/0ED0131F-1EC9-4FC4-652E-FC8C4E92C777/attachments/ECE69EEC-0487-67A5-3D45-D67187C9C019/402271QandA%20for%20mobiles%20manufactureds.pdf>.

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

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

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: _____