Dexter Oaks Cooperative
Community Rules

Welcome to our community! We wish to provide a pleasant, attractive, and affordable place for residents to live. All communities need some basic rules to accomplish this goal. We hope these rules are not unnecessarily restrictive, but provide a safe and tranquil community. The future value of your home rests on our community's appearance and reputation in the region. We hope our rules facilitate these goals.

These rules apply to all member home owners and all other persons living in the home, as well as guests. They apply equally to Dexter Oaks Cooperative ("the Cooperative") members and nonmembers. For brevity, we have used "residents" to refer to all of these persons. These rules may be amended from time to time by the Cooperative members as provided in the Dexter Oaks Cooperative Bylaws.

1. General

Residents may at any time request clarification or interpretation of these rules by the Board of Directors of the Cooperative ("the Board").

a. Any requests of the Board, including requests for approval of an exception to these rules, must be submitted in writing to the Secretary of the Board at least five (5) days prior to a scheduled Board meeting.

b. Residents with disabilities have the right to request waivers or modifications of rules if required as a reasonable accommodation. The Board may establish by resolution additional forms and procedures to be followed in making such request. The Board and residents must keep a copy of such agreement.

c. Any approval or permission granted by the Board to a resident or request of the Board to a resident must be in writing.

d. Notice to the resident, when required by the rules, must be in writing and is effective when received. Receipt is defined as personal delivery to a person over 18 in the household or three (3) days from the date of mailing by first class United States mail. Notices may be posted on the home but must also be mailed to be effective.

e. Homes are to be owner occupied, and occupancy is limited to the persons named in the Space Lease. Rentals are not permitted. Occupancy shall not exceed 2 persons per bedroom. Any exceptions require approval by the Board.

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2. Conduct

We strive to build a safe and tranquil community. Due to the close proximity in which we live, we have basic ground rules to maintain the peace and security of all residents.

a. All residents are responsible for the actions of their guests and guest's children.

b. Residents must conduct themselves in a reasonable manner at all times, and must not disrupt, threaten or harass other residents. **Excessive misconduct, with evidence may constitute a material violation of the Space lease, which could result in immediate termination of a resident's lease in accordance with Section 9.d. (revised 11/18/2021)**

c. Public intoxication is prohibited.

d. This is a drug free community. Use, possession, or distribution of illegal drugs is prohibited and is cause for immediate eviction, as provided by Oregon law.

e. No commercial or in-home businesses are allowed, including daycare, with the exception of non-physical internet commerce. No visible signage or other advertising is allowed.

f. Excessive noise levels are to be avoided at all times. Quiet hours are 10:00 P.M until 8:00 AM.

g. Vandalism or graffiti to a resident's home or space must be repaired or removed in 30 days by the Resident of the space. If the vandalism or graffiti is not repaired or removed within 30 days, the Board may repair or remove it after providing 24 hours notice to the Resident and the cost will be charged to the Resident.

h. Discharge of firearms (including BB, air and paintball guns), archery equipment, and all other weapons is strictly prohibited.

i. Any person or persons evicted from the community for cause shall not be permitted to return, with the exception of short term visitations by written Board approval.

j. Any guest staying for more than fourteen (14) days in a six-month period who wishes to remain in the community must qualify as a household occupant, unless the guest is a caregiver for a Resident with disability as defined by law. In order to qualify as a household occupant, they must first apply to the Board and meet the applicable occupancy requirements set in section 3.1 of the Bylaws and the screening policy. All household occupants must apply and pay for criminal background check only. The Board reserves the right to deny temporary occupancy to any household occupant or caregiver based on the results of the criminal background check. If approved, a household occupant (including caregivers) must

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sign a temporary occupancy agreement with the resident and the Board. For purposes of determining the fourteen-day threshold, the word "day" is defined as an average of over 4 hours within a twenty-four hour period.

k. In compliance with Oregon law, children under the age of 16 on a bike, with or without training wheels, must always wear a helmet. This rule applies to all other 2-, 3-, and 4-wheeled vehicles.

3. Vehicles

We strive to provide a safe, clean, and orderly community.

a. The speed limit within the community is five (5) miles per hour.

b. At all times vehicles must be operated in a careful manner in the community so as to avoid injury to persons and property.

c. Motorcycles and motor scooters that are licensed and street legal are allowed for ingress and egress to the Park. Motorized trail bikes, go-carts, and all-terrain vehicles are not to be used in the community. Engine noise should be kept at moderate level and unnecessary revving of engines is prohibited.

d. Each resident's space contains parking spaces. Residents are strongly encouraged to use their allotted parking spaces in lieu of parking in the street. Parking is recommended in carports or driveways and not in yards Short-term street parking is permitted. Vehicles shall not block entryways. All streets must provide easy access to emergency vehicles at all times.

e. Residents shall be responsible for the removal of stored vehicles. A stored vehicle is defined as a (vehicle) that does not have a current license tag and/or is inoperable, or that is not used or intended to be used on a regular basis or within 2 weeks. Vehicles left in the driveway, or designated parking area, by residents taking an extended vacation or away from residence for an extended period are not considered "stored vehicles", if the Board is notified in advance of the situation and has approved it.

f. Equipment, such as boats, trailers, ATV's, etc., shall not be stored in driveways. These items may be parked in the RV storage area of the community, or a resident may request an exemption from the Board. Stored equipment must be kept in good condition, particularly if the equipment is visible in the community. The Board may grant a resident written permission to keep such equipment on their space provided that it is not a hindrance to traffic. A resident may also request permission from the Board to build an additional storage shed for equipment storage so long as the shed meets the requirements laid out in Section 5, Subsection j. of these Community Rules. Occupancy in a pop-up trailer or a RV that is granted permission to be kept on a space should not exceed the guest provision indicated in Section 2, Subsection j of these Community Rules.

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g. Major repair of vehicles may be done within the community on a reasonable timeline, but not more than three (3) months. Residents are required to notify the Board in writing prior to beginning the repair and to provide an estimate of the length of time the repair is estimated to take. A major repair is defined as the dismantling of a vehicle, parts of an engine or drive train, painting, body work requiring machine shop tools or the lifting of any wheel off the ground for the purpose of repair other than repair of a flat tire. Minor repairs and maintenance are acceptable without Board notice. Disabled vehicles must be removed from the community within six (6) months. A request for an extension should be written, signed and submitted to the Board and must state why the resident cannot remove the vehicle in the 6 months time and give a time when the vehicle will be removed.

h. No motor oil or any caustic or non-biodegradable substance shall be deposited in any street, sewer system, or on the ground within the Park. A Resident will be charged for any damages caused by such materials.

i. Non-operational vehicles and vehicles that are not properly maintained (including those that are not currently licensed), or are in a condition that detracts from the appearance of the Park, are not permitted. Vehicles that meet this description, as determined by the Board, may be towed at the expense of the owner. Notice shall be given of the intent to tow the vehicle 72 hours prior to towing. If the vehicle owner is unknown, the notice shall be placed in a visible place on the vehicle to be towed.

j. A resident with a recreational vehicle may apply to the Board to lease a RV space.

4. Pets

We recognize the importance of pets to many Residents. However, not everyone likes the same pets. Recognizing the close proximity in which we live, we intend that the following rules balance the interests of all residents regarding pets and create a healthy environment for all. Dexter Oaks Cooperative expects all community members to familiarize themselves with all local pet ordinances and to comply with those laws while residing in the community. We also strongly encourage residents to spay, neuter, and vaccinate animals.

a. Approval from the Board is required for all pets.

b. There may be no more than four (4) domestic pets per household. The Board may restrict by size and weight.

c. Rules regarding pets also apply to the pets of guests. Each Park resident will be held responsible for their guest's pet behavior or damage. Noisy, unmanageable, or unruly pet behavior that causes complaints is prohibited.

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d. Only domestic household pets, of docile nature, and service animals will be allowed in the Park. Domestic household pets are defined as dogs, cats, and any pet normally kept in a bird cage, terrarium or aquarium (fish, turtles, etc.) Large farm animals are prohibited, however hens and chicks are permitted accordance with city and/or county ordinances. Roosters are prohibited.

e. Exotic and wild animals are not allowed in the Park.

f. When walking pets, residents must carry a bag, use it to contain their pet's refuse, and must dispose of it in a garbage receptacle or pet refuse container if available.

g. The Board may require residents to submit proof that their pets are current on rabies vaccinations.

h. Dogs must be kept on a leash while in common areas, or contained within the resident's space or yard. Dogs must not bark to the extent that other residents are disturbed.

i. Animals that have threatened or bitten a resident or guest, and/or have damaged the property of other residents in the community, must be removed from the community. The victim of the incident shall contact law enforcement officials and notify the Board about the incident.

j. Permanent outdoor pet kennels require written approval by the Board. Exterior dog runs may also be approved by the Board, and shall meet the building/fencing requirements in Section 6, Subsection h. of these Community Rules.

5. Siting, Set-Up, and Removal of Homes

These rules are intended to facilitate easy set-up and removal of all manufactured homes in the community.

A. Set-Up

a. The Board of Directors must approve and has the right to inspect and view any home before it is moved into the community. The Board must approve the placement and position of the home on the space ("Site Plan"), as well as any awnings or carports to be constructed and the proposed landscaping.

b. If required by local, state, or federal regulations, the regulating authority must approve the age and condition of the home before it is moved into the community.

c. All installations and construction must be performed by a licensed and bonded contractor; or, by the resident if prior approval is obtained by the Board.

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Installations and construction must be in accordance with local, state, and federal laws.

d. Residents are responsible for contacting utility companies relating to the connection of all utilities, including electrical, telephone, television, and water, with supervision by the onsite maintenance personnel.

e. Because of the many underground utilities in the community, residents who wish to dig to a depth below one foot must receive prior approval from the Board. It is called to your attention that high voltage wires are buried underground, and it could be dangerous to dig without knowledge of the location of these wires. Residents must call line locate services to mark location of underground utilities prior to digging on their rental space.

f. All wiring and plumbing, either inside or outside of the manufactured home, must comply with state and local codes. Any changes necessary in altering community wiring or plumbing must first be approved by the Board.

g. Skirting: Skirting and permanent stairs must be installed within six (6) weeks of the home being sited in the Park. All manufactured homes must be skirted to match the exterior siding of the home. It is necessary that an access door be installed in the skirting for easy access to utilities. All skirting must be installed by a licensed and bonded contractor; or, by resident if prior approval is obtained from the Board. Installations must be in accordance with State of Oregon specifications.

h. Steps and Porches: Steps and porches must be installed at each exterior door of a manufactured home in the community. Each Resident must have their steps and porches installed within sixty (60) days after the home is sited. Minimum landing size, for steps or porches, is thirty-six (36) inches x forty-eight (48) inches. All handrails must be bolted. No temporary steps allowed after sixty (60) days from the siting of the home.

i. Awnings:

1) Side/carport: Each manufactured home must be equipped with a carport awning. For your protection, the carport awning must conform to the building codes for this type of installation. Carport awnings on the side of the home shall be no less than twenty-five (25) feet in length, and wide enough to cover the driveway area. Maximum space allowable between the driveway and the home shall be (3) feet. In some instances, wood carports are required. Check with the Board for more details. Carport awnings must be installed within sixty (60) days after the home is sited.

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2) Front/carport: Front carports must be wood, metal, clear manufactured roofing material, or a composition roof. Exact size and placement will be determined by the Board when residents submit their Site Plans. Carports must be installed within sixty (60) days after home is sited.

3) Patio: Should a manufactured home be equipped with a patio cover, the awning must conform to the building codes for this type of installation. Patio awnings must be a minimum of four (4) feet x six (6) feet. For clarification, patio awnings are also awnings that may be necessary to cover the front or rear door of a home. Patio awnings must be installed within sixty (60) days after the home is sited.

j. Storage Sheds: Each manufactured home must be equipped with a wood storage shed with a composition roof: minimum size of six (6) feet by eight (8) feet. One additional shed may be permitted depending on lot size. The size and exterior appearance of sheds must be approved by the Board prior to installations. Storage sheds must be installed within sixty (60) days after the home is sited.

k. Gutters and Downspouts: Gutters and downspouts must be installed, and connected to an adequate drain field or to the street. Drywells may be acceptable if approved by the Board. Gutters and downspouts must be installed and connected within six (6) weeks after the home is sited.

l. Surfaces: All wood surfaces, and accessories, must be painted or stained.

m. Landscaping: Residents are strongly urged to landscape within sixty (60) days after the home is sited and landscaping plans must be approved by the Board. If the weather does not permit landscaping, this time frame may be extended with Board approval.

B. Removal

a. Residents wishing to remove their homes are required to give notice of intent to the Board at least thirty (30) days prior to moving their home.

b. Following removal of the home, the Resident shall be responsible for clearing the space of all debris and trash within thirty (30) days. Trash and debris that remains 30 days after the home removal shall be removed at the homeowner's expense.

6. Space and Home Maintenance

These rules provide a standard for upkeep of individual spaces and maintain a neat and orderly community appearance.

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a. Residents must keep their spaces free of debris, waste, and garbage. After notice of violation and thirty (30) days for the resident to fix the violation, the Board may clean the space at the homeowner's expense.

b. Yard and lawns are to be kept neat and uncluttered. You must have approval from the Board before cutting or trimming trees.

c. Gas and charcoal grills are permitted. Permanent outdoor fireplaces, contained fire pits, and barbecue pits will receive an onsite inspection and will require a written approval by the Board.

d. Burning during the regular fire season is prohibited. Fire season begins June 1 and ends at the first significant rain of August, September or October. Burning of garbage, **limbs, bushes, and other yard debris** in woodstoves or, ~~private burning~~ on individual spaces, ~~and the use of burning barrels~~ is prohibited. Residents are permitted to bring limbs, leaves, branches, ~~and discarded wooden items~~ to the Cooperative's shared ~~burn~~ pile **debris dumping site**. **Garbage, rubbish, and recycling on individual spaces must be enclosed in a covered container.** ~~Burning must be supervised by a Cooperative Board or Committee Member.~~ **(Revised 11/18/2021)**

e. ~~Garbage, rubbish and recycling must be enclosed in covered container. Burning of limbs, bushes, and other yard debris is prohibited in yards. All of the aforementioned items must be taken to the burn pile. Any and all burning in the burn pile (s) must be supervised by a Cooperative employee of, or board member.~~ **Omitted (Revised 11/18/2021)**

f. Items not regularly in use must be stored inside the home or inside the utility/storage building. Residents must not keep non-working appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, old furniture, etc. stored around their space.

g. Resident's use of spaces, including trellises (and similar decorative structures used for gardening purposes); gardens and landscaping must not interfere with the Board' ability to perform any upkeep and maintenance of the community's infrastructure.

h. Fencing must comply with Lane County fence regulations and be approved for placement by the Board before installation. The homeowner must submit a plan to the Board showing the location of the proposed fence to ensure that adequate clearance and lot lines are maintained. (Revised 5/17/19)

i. Permanent clotheslines are not permitted, but temporary freestanding clotheslines are allowed. They must not be visible from the street, and shall not be used as a place to store clothing.

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j. Residents must properly secure tarps, or other protective coverings, and are to avoid the prolonged use of any tarp for uses such as fencing or roofing.

k. Watering of lawns and the washing of cars is permitted, but should not be excessive. Lawns are expected to be no higher than ten ~~(10)~~ **eight (8)** inches in height. In extreme conditions of minimum water availability, such as a drought, **issues with the well, well pump, media, and water lines,** the Board reserves the right to impose watering restrictions for the community by written notice **including the right to impose restrictions on the purposes for which water may be used by residents**. All residents will be expected to comply with the stated restrictions **or be subject to fine(s)**. **(Revised 11/18/2021)**

l. Residents living at higher elevations in the community must avoid garbage and other debris run-off during the washing of large items or cars and in the watering of lawns. Residents living at lower elevation will not be responsible for disposing of garbage or debris run-off from a run-off source that does not belong to them.

m. ~~Residents have the continuing responsibility of maintaining their landscaping in a neat and weed-free condition.~~ **Omitted (11/18/2021)**

n. Furnishings for the patio are restricted to patio-type furniture and equipment. Patios are not to be used for miscellaneous storage.

o. ~~Garbage cans and recycling containers must have tight lids~~. **Omitted (Revised 11/18/2021)**

p. The Resident will be responsible for proper maintenance of home **exterior including, but not limited to, siding, skirting, roof, gutters, and downspouts**. Gutters and downspouts must be cleaned regularly ~~and maintained in good condition~~ and remain connected to drain pipes that run off into the streets, **adequate drain field** or drywell. Drywells must be approved by the Board. **(Revised 11/18/2021)**

q. All painted exterior surfaces ~~and **paint**~~ of manufactured homes in the community must be maintained in good condition. All **painted** exterior surfaces ~~and paint~~ of ~~skirting~~ sheds, carports, fences and other accessories must be maintained in good condition and in the color scheme that matches or compliments the exterior siding of the home. Faded, streaked, or peeling paint should be painted by the Resident as soon as possible, weather permitting. ~~Prior to painting, residents shall obtain approval of a change of paint colors from the Board. If a Resident does not follow the correct procedure, the Board may require the Resident to repaint their home in an approved color at the Resident's expense.~~ **(Revised 11/18/2021)**

r. Residents shall maintain insulation such as "heat tapes" on water pipes under their manufactured home, to prevent freezing of their water pipes.

s. Homeowners must receive prior written permission from the Board before installing a hot tub on their space. Hot tubs must comply with applicable federal and state laws and local

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ordinances as to their construction, installation, and maintenance. **While hot tubs are permitted, they must be in a fenced yard and covered when they are not in use See 6u for homeowner insurance requirements. (Revised 5/17/19)**

t. **Swimming pools must comply with Lane County regulations and be placed within a secure, fenced yard. See 6u for homeowner insurance requirements. (Revised 5/17/19)**

u. **Homeowners who install swimming pools, hot tubs or play structures must provide proof of homeowner's insurance covering liability for these items, and must list Dexter Oaks Cooperative as an additional insured on the homeowner's policy. Trampolines are not permitted. (Revised 5/17/19)**

7. Fireworks

All fireworks, including sparklers are prohibited in the community year-round.

8. North Fence Access

The north fenced in area adjacent to Highway 58 is permitted for DOC residents and guests only. Each resident will be granted access to a locked entryway when their lease is signed. North fence access is non-transferable to those who do not reside within the community.

9. Rule Violations and Relief Clause

a. When a Resident or a Resident's guest violates a rule, as determined by the Board, the Board shall determine whether to or not to also impose a fine on the Resident and the amount of the fine. If the Board decides to impose a fine, the maximum fine for the first violation shall range from $15 - $50, and the maximum fine for a second violation shall range from $50 - $150.

b. A second violation may result in a fine or lease termination at the discretion of the Board if the Board determines that any violation is a material violation of the space lease, the Board may vote to proceed immediately to terminate the Resident's lease and proceed to eviction, subject to compliance with the space lease

c. Residents who resided at Dexter Oaks Mobile Home Park prior to the Cooperative's ownership of the community are granted relief from a Community Rule when compliance would result in the removal of a pet that belonged to the Resident before the Cooperative purchased the park or when compliance would subject a Resident to immediate financial hardship. A Resident must describe the immediate financial hardship to the Board in writing.

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d. If the Board determines that a violation of these Rules constitute a material (significant) violation of the Space Lease, the Board may vote to proceed immediately to terminate the resident's Space Lease and proceed to eviction, subject to compliance with the Space Lease. A violation that may be considered material/significant includes, but not limited to, a reasonable belief that the homeowner or someone in the household (including a pet) has seriously injured someone, threatened someone with serious harm, done substantial damage to someone else's belongings or committed an act "outrageous in the extreme" in or near the community. Outrageous in the extreme acts include, but not limited to, illegal drug dealing, the manufacturing of illegal drugs, burglary and sex related offenses. If the Board determines that a violation is material/significant violation of the Space Lease, then there shall be no opportunity for the resident to cure the violation. (Revised 11/18/2021)

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN ANY RESIDENT AND THE BOARD WHICH MODIFY OR AMEND THE RULES, REGULATIONS OR POLICIES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENATIONS OR AGREEMENTS ARE INVALID AND UNENFORCEABLE.

RESIDENT ACKNOWLEDGES THAT HE/SHE RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.

_____ _____

RESIDENT DATE

_____ _____

RESIDENT DATE

These Rules were approved by majority vote of the Members of the Dexter Oaks Cooperative on November 18, 2021.These Bylaws are attested on November ~~XX~~ MW 23, 2021.

Mary Webb

Secretary

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Dexter Oaks Cooperative
General Harassment Policy

Dexter Oaks Cooperative (DOC) is committed to providing a community free of unlawful harassment. Our policy prohibits harassment, sexual harassment or discrimination on the basis of race, color, religion, national origin, ancestry, a physical or mental impairment, disability, martial status, age, sex, sexual orientation, gender identity, familial status, source of income or any other class protected by federal, state or local law, ordinance, or regulation. DOC will **NOT** tolerate unlawful harassment or discrimination by anyone, including members, directors, residents, occupants, guests, employees, contractors, or anyone representing DOC in any capacity. This Policy was created in accordance with federal, state and local Fair Housing Laws.

Unlawful harassment/discrimination may include, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, threats, jokes or slurs;
- Visual conduct such as derogatory posters, photography, cartoons, drawings or gestures;
- Physical contact such as assault, unwanted touching, blocking normal movement, or interfering with work, which is directed at you because of your status as a member of a protected class.

Sexual harassment may consist of:

- Unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature;
- Unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities;
- Unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual; and
- Displays of sexually suggestive objects or pictures, sexually explicit or offensive jokes, or physical assault.

This may apply when:

- In amending or enforcing, the bylaws, community rules and space lease;
- Granting or withholding any approval or consent required under the community rules or bylaws;
- Discriminating against a person in the terms, conditions, or privileges of a real property transaction or in the furnishing of facilities or services in connection therewith

Any incident of discrimination or harassment should be reported by members or residents to the DOC Board of Directors (the "Board').

Harassment Complaint Procedure:

The DOC Board will respond to any and all complaints of harassment, threats, or intimidation related to any protected class. If you believe that you have been unlawfully harassed, or if you believe that you have witnessed unlawful harassment, you are required to provide a written complaint to the Board as soon as possible after the incident. The written complaint should be signed and dated, should include the details of the incident(s),

include the names of the individuals involved, and the names of any witnesses, together with any validating evidence.

The Board will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible given the circumstances. If the Board determines that unlawful harassment has occurred, effective remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any further unlawful contact. and to take appropriate corrective action, if warranted.

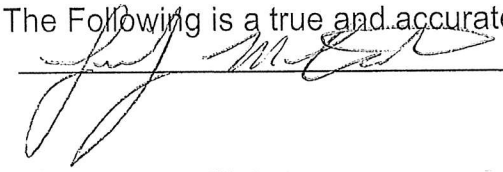
This policy also prohibits any director, manager or employee of Dexter Oaks Cooperative from retaliating in any way against an individual who reports discrimination or harassment to the Board under this policy, files a charge of discrimination/harassment or who cooperates with the investigation of such incident.

It is everyone's responsibility to read, understand, acknowledge and support the DOC Harassment Policy. All community members, residents, guests, employees, contractors and volunteers of DOC, must pledge to report violations if they witness or are a victim of such misconduct.

If you have further questions about what types of behaviors are considered harassment, discrimination, threats, or intimidation, or if you are uncomfortable talking with us about an incident, please contact the Fair Housing Council of Oregon (503) 223-8197 or (800) 424-3247

This Policy was approved and adopted **on October 28, 2021**, by the Dexter Oaks Cooperative Board of Directors.

The Following is a true and accurate account, attested by,



Secretary

BYLAWS OF

DEXTER OAKS COOPERATIVE

1.1 The name of this Cooperative shall be Dexter Oaks Cooperative, referred to as the "Cooperative," located in Dexter, Oregon.

PURPOSE

2.1 The purpose for which this Cooperative is formed is to own and operate a manufactured dwelling park, herein after referred to as the "Community," pursuant to ORS 62.800 -.815, and be involved in other activities, on a nonprofit, cooperative basis for the benefit of the members.

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 Cooperative's Articles of Incorporation, the Cooperative will conduct its business in a manner designed to preserve the affordability of the sites within the community for low to moderate income homeowners and in accordance with the International Cooperative Principles attached hereto and incorporated herein by this reference to the extent permitted by law. The Cooperative shall not inhibit nor exclude low- and moderate-income people from becoming members and from benefitting from membership.

MEMBERSHIP

3.1 A "Member" is defined as an adult natural person who meets all of the following requirements:

(1) owns and resides (or proposes to reside) in a manufactured dwelling (herein after referred to as a "Home") in the Community and who has signed (or proposes to sign) a Space Lease, and has paid the membership fee.

(2) is willing to accept membership responsibilities, including, but not limited to, voluntary participation in the governance of the Cooperative and in the operation of the Community.

(3) meets the following membership qualifications, as determined by the Board of Directors:
   (a) the proposed member and any household occupant is not an individual who may constitute a direct threat to the safety of any individual, the Community, or the property of others;
   (b) the proposed member and any household occupant is not a current illegal substance abuser and does not have a history of violent or drug-related crimes;
   (c) has an acceptable credit history and credit score;

(d) total household gross income is sufficiently in excess of the space lease fee and from a verifiable, legal, and reasonably stable source;
(e) The applicant and authorized occupants, 18 years or older, to have a three year "eviction-free" rental history. In the case of rental eviction history, the Board acknowledges the possibility of extenuating circumstances and will review that history with the applicant and make a final determination.
(f) commits to the purposes and policies of the Cooperative including the Space Lease, Community Rules, the Cooperative's Articles of Incorporation and these Bylaws; and
(g) any applicant with a disability (as defined by federal or state law) who is denied membership may request the Board to consider a request for a reasonable accommodation.

(4) **A Member will have a perpetual right to occupy a lot within the community as long as he or she continues payment of the lot rent and compliance with the other terms of the Member Occupancy agreement, the Bylaws of the Corporation and the Community Rules established by the Members, all as they may be amended from time to time. However, if the Member is evicted from the Community or moves out of the Community, that Member will lose his or her right to occupy said lot. (Revised 11/17/2017)**

3.2 Each Home shall have only one Member. If more than one person in a home qualifies to be a Member, the homeowners shall decide which person shall apply to the Cooperative to become a Member.

3.3 Each Member shall have one vote. An individual may not have more than one membership in the Cooperative.

3.4 One of the buyers or owners of Homes seeking to lease a lot in the Community must become a Member of the Cooperative, unless otherwise provided by law for lien holders in title.

3.5. Those qualifying for membership within a household shall: (1) apply for Membership on a form prescribed by the Board of Directors and pay the application fee; (2) meet the membership criteria; (3) pay in full the membership fee, unless arrangements have been approved in writing for partial payments over 12 months; (4) execute a Space Lease, along with any other owner in the Home; (5) own or have a contract to buy and intent to occupy a Home in the Community; and (6) commit to the purposes and policies of the Cooperative, including the Space Lease, Community Rules and these Bylaws.

3.6 The Membership Fee shall be $100. Membership Fees accumulate no interest for the Member.

3.7 The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Cooperative, or expenses incurred as a result of a Member's actions or non-actions including but not limited to costs the Cooperative has incurred in terminating the lease, removing abandoned property, making repairs to the home site, paying any liens for debts of the Member on the home site; such debts and expenses being legally the responsibility of the Member.

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Any obligation to the Cooperative created by those in the Member's Home shall be considered to be the Member's debt. The Member shall replenish a capital balance decreased on such account in order to avoid a suspension of the membership so that they may be entitled to vote.

3.8 All Members shall be entitled to pay the Member rent established by the members as provided in Article 5.3. Non-members or members whose membership has been terminated shall pay the space rent established by the Board of Directors for non-members. **Non-Members are governed by ORS 90, the landlord tenenats status. (Revised 11/17/2017)**

3.9 Membership is automatically terminated in the following circumstances: (1) a Member is evicted as provided in the Space Lease; or (2) a Member moves out of the Community; or (3) a Member dies. Upon termination, if and when there are sufficient reserve funds as determined by the Board of Directors in its sole discretion, the Cooperative may redeem the Member's Certificate at the original amount paid, less any debts owed to the Cooperative and expenses incurred by the Cooperative as provided in Section 3.8. No redemption of the Certificate shall be made if the redemption would bring the value of the remaining assets of the Cooperative below the aggregate of its indebtedness.

3.10 ~~The Board of Directors of the Cooperative shall adopt a non-discrimination policy governing the approval of new Members~~. Any member whose activity in the Cooperation is contrary to basic cooperation principles (See copy of International Cooperative Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Corporation may be expelled from Membership privileges, including the perpetual right to occupy said lot and any Member lot rent. Written notice of the charges against each Member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15) day notice. The Member's certificate shall be repurchased for the amount of the Membership Fee paid, less any debts owed and expenses due and owing the Corporation on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. An eviction of the Member shall automatically terminate his or her Membership. **(Revised on 11/17/2017)**

3.11 The Member shall have the right to appeal the decision to terminate Membership to the next Membership meeting and will give a reasonable opportunity to be heard, either in person or by their attorney. Members may request a Special Meeting of the Membership within a reasonable time period and such request will not be unreasonably denied. In the absence of a board call for a Special Meeting, the Member may do so in accordance with Articles 5.3 of these Bylaws. A Member need not be expelled before being evicted. Re-application for Membership will require Board Review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member. **(Revised on 11/17/2021)**

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HOME SALES AND RENTALS OF HOMES

4.1 Any Member or non-Member who plans to sell their Home, move their Home out of the Community or demolish the Home on site shall notify the board to allow for a Board review of the sale and rental requirements with the seller. This notice must be written and given to the Board of Directors thirty (30) days in advance. Failure to give notice can result in 30 days additional space rent.

4.2 Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that one of the buyers become a Member of the Cooperative. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. If the Member transfers title of the Home to a buyer other than a lien holder, then the buyer must become a member.

4.3 The Member shall actively market the home to low-income buyers. For the first 30-day period, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the Member shall accept the offer from the lower-income family or individual.

4.4 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.

4.5 In order to unify the Members and make the Cooperative stronger, all homes in the Community must be owner-occupied and except for heirs of Members as provided in the Space Lease.

4.6 Notwithstanding any other bylaw provision, the Cooperative shall offer a non-member space lease at a non-member space rent to persons permitted by Oregon law to rent a space in a cooperative-owned park without being a member, such as a lien holder in title, or a current homeowner at the time the Cooperative takes title to the Park. The Board shall set the non-member space rent.

4.7 Homes must be owner-occupied and leasing is not permitted.

VOTING

5.1 Thirty-three percent (33%) of the current Membership shall constitute a quorum at a Membership meeting. No member not in good standing (as defined by these Bylaws at section 5.2) shall be eligible to vote upon any matter, and shall not be counted toward a quorum. There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned. If a

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quorum is present, any motion that is properly before the meeting shall be approved by a **fifty-one percent (51%)** majority vote of Members present, except as otherwise provided in these bylaws or the Oregon statutes. **(Quorum changed at annual meeting 2018).**

5.2 Each Member in good standing shall have one vote. A Member is in good standing if there is no outstanding debt owed to the Cooperative by the Member either for the Membership fee or under the Space Lease, and there are no uncorrected violations of the Space Lease or the Community Rules following issuance by the Board of Directors of a Notice to Terminate the Space Lease or a Notice of Violation of the Community Rules. A violation shall not be considered "uncorrected" if Board review is pending, the Board and the Member are involved in informal dispute resolution (if applicable), or if any cure period has not expired.

5.3 The following matters shall be submitted to a vote of the Members.

(1) Election of the Board. The Board of Directors shall be elected by the Members at an annual or special meeting. A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the slate of nominees and be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the Membership meeting.

(2) Change in Member base space rent. Space rent shall be established in an amount sufficient to allow the Co-op to meet its expenses and may be adjusted annually, including but not limited to: liability insurance for the Community, property management services, legal services, technical assistance services, property taxes owed by the Cooperative, loan payments owed on the purchase of the Community, general maintenance, landscape maintenance and replacement reserves.

(3) Amendments to the Bylaws and the Community Rules. Notice of the meeting shall include the text of the proposed amendment.

(4) Any decisions that may commit expenditures of *two thousand dollars ($2,000),* or more of Cooperative resources per fiscal year, that does not appear in the approved annual budget.

(5) Capital Improvement and Replacement Reserve expenditures that do not appear in the Capital Improvement Plan and that exceed *two thousand five hundred dollars ($2,500)* per fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership that such an emergency action was taken at the next regular or special meeting of the Membership.

(6) The Capital Improvement Plan and amendments to the Plan.

(7) The annual budget. However, in the event that the Members fail to approve the annual budget through lack of a quorum or otherwise, the Board of

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Directors may adopt a budget, except that in no event may the Member base space rent be changed without Member approval.

(8) A Code of Ethics, a Procurement Policy, and a Conflict of Interest Policy and Procedure. No member of the Board of Directors may be retained by the Cooperative for compensation whether as an employee, independent contractor, consultant or in any other capacity. The role of employee, contractor, or vendor is inherently a conflict of interest with the director's role as a Board Member and cannot be waived by the Board or Membership.

5.4 The board may cause to be submitted by mail ballot any question to be voted on at any member meeting, including the election of directors. In such event the secretary shall mail to each member along with the notice of the meeting the ballot on each such question and a voting envelope. The ballot may be cast only in a sealed envelope which is authenticated by the member's signature. A vote so cast shall be counted as if the member were present and voting in person.

FISCAL YEAR

6.1 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of December of each year.

ANNUAL AND SPECIAL MEETINGS

7.1 The Annual Meeting of the Members shall be held in the month of November each year in a place designated by the Board of Directors within 5 miles of the Community. An Annual Meeting of Members is to be held at least once a year.

7.2 Notice of the date, time and place of the Annual Meeting and of any Special Meeting and the agenda items or subject matter to come before it, shall be given in writing to each Member at his/her address, and posted and maintained at a common area not less than 7 days nor more than 30 days prior to the date of the meeting. Notice shall be given to each Member either personally or by mail, as determined by the Board of Directors. If mailed, the notice shall be deemed to be given when deposited in the United States mail, addressed to the Member at the address of the Member as it appears on the records of the Cooperative with first class postage prepaid.

7.3 The report of the examination of the prior year's finances and the proposed annual budget of the Cooperative shall be included in the notice of the Annual Meeting.

7.4 Special meetings of the Members may be called by the President or the Board of Directors or by the Secretary upon receipt of a petition for a special meeting signed by at least (1/6) of the Members and stating the business to be brought before the meeting.

7.5 The Secretary shall set the date, place and time of the Special Meeting which shall be held within 30 days after receipt of such petition.

7.6 Except as provided in Oregon Revised Statutes Chapter 62, the Articles of Incorporation, and these Bylaws or adopted Board policies, the provisions in the most recent edition of *Robert's Rules of Order* shall prevail.

BOARD OF DIRECTORS

8.1 The Board of Directors shall consist of five (5) Members in good standing with the Cooperative. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Cooperative. All newly elected Directors will take office at the next regularly-scheduled Board of Directors meeting.

8.2 At each election for Directors, each Member shall be entitled to one vote for each position for which Directors are being elected.

8.3 All Directors shall serve for a term of two years, except that at the first election, three of the Directors will be elected for one-year terms so that terms can be staggered. No Director may serve for more than three consecutive two-year terms. Directors shall serve until their successors are duly chosen.

8.4 Vacancies that result from resignation, removal or other means may be filled by a majority vote of the remaining Directors though less than a quorum of the Board. A Director may give his or her resignation either orally or in writing. The Director so elected shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 8.3 of these Bylaws.

8.5 The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations. The Board of Directors may from time to time set up committees to work on specific responsibilities, with the committee members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.

8.6 Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the Community. The Board shall have the sole discretion to establish the agenda for all regular meetings.

8.7 Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, and time of any special meeting shall be posted in a common area and communicated personally to each Board Member not less than three 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 reported at a subsequent properly noticed meeting.

8.8 Regular and Special Meetings of the Board of Directors shall be open to the Membership except when the Board moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and

MW

confidentiality, or to receive or discuss advice from legal counsel. The minutes shall reflect the decision made but not the discussion.

8.9 At any meeting of the Board of Directors, 3 directors shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established.

8.10 Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed and dated by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes.

8.11 Directors shall serve without compensation, but shall be entitled to reasonable reimbursement for expenses incurred while conducting legitimate Cooperative 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 Cooperative.

8.12 Any Director may be removed as follows:

(1) Either a majority of the Board of Directors shall vote to request the removal, or at least 10% of the Members shall sign a petition requesting the removal;

(2) The Director whose removal is sought shall be given ten days notice of the date, time and place of the membership meeting at which removal will be considered and the notice shall inform the Director that the Director shall be given an opportunity to answer the reasons for the removal at the meeting;

(3) The Members shall be given the notice of meeting required in Section 7 above and the notice shall include a statement that one of the purposes of the meeting is to consider removal of a Director;

(4) After the Director is heard, a majority of the Members present at the Membership meeting at which a quorum is present must vote in favor of removal. The written statement of reasons for removal shall be filed with the minutes of the meeting. This section does not restrict any Directors' voluntary resignation from the Board of Directors or from office.

8.13 All Directors and Officers shall abide by the Code of Ethics, the Procurement Policy and the Conflict of Interest Policy and Procedure approved by the members as provided in Section 5.3.

OFFICERS

9.1 The Officers of the Cooperative shall consist of a President, Vice-President, Secretary, Treasurer, and Operations Manager. All Officers must be Directors of

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the Cooperative and must meet the requirements for being a Director set forth in paragraph 8.1.

9.2 Officers shall be elected annually for one-year terms. (This is independent of board terms).

9.3 The President shall serve as chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general administration according to the guidelines established by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the objectives of the Cooperative.

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

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

9.6 The Treasurer shall have charge of all the funds of the Cooperative and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Cooperative 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 Cooperative accounts shall bear the signature of at least two of these four Officers: President, Vice President, Treasurer, or Secretary. As a standard fiscal control, a Member of the Cooperative other than the Treasurer shall reconcile the Cooperative accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.

9.7 The Operations Manager sits on the Maintenance Committee, works with the management company, and is responsible for the effective upkeep of grounds and systems; developing services, standards, emergency and general repair procedures; maintaining a list of qualified trades people; obtaining bids, maximizing volunteer contributions, submitting a capital improvements plan and annual projected maintenance budgets.

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9.8 All Officers of the Cooperative shall, have such powers and duties as the Directors shall from time to time designate, in addition to the specific powers and duties set forth above. Any officer may be removed by the Board whenever in its judgment the best interests of the Cooperative will be served by removal.

9.9 Each Officer, Director, employee, and agent handling funds or securities amounting to $1,000 or more in any one year shall be covered by adequate bond. The Cooperative shall bear the cost of the bond.

INDEMNITY

10.1 The Directors shall be entitled to the maximum indemnity allowed under ORS 62.462, et seq., or as this statute may be amended in the future. Any indemnity or advance of expenses shall be reported to the Members with the notice of the next membership meeting.

RECORDS

11.1 The individual member records and of the Cooperative shall be kept by the Secretary.

11.2 General records of the Cooperative shall be open to the inspection by any Member for a proper purpose, except that members may inspect only their own records at a reasonable time upon written notice stating the purposes for the inspection. The Board may state reasonable conditions restricting the disclosure of information, including but not limited to information protected for reasonable privacy concerns of Members or governmental requirements of confidentiality, matters protected by the attorney-client relationship, financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.

DISSOLUTION

12.1 In the event of dissolution of the Cooperative, the Board, after payment of the Cooperative's debts and expenses, shall distribute the assets in the following manner:

(1) The Cooperative shall redeem each membership for the amount paid for the membership, less amounts owed to the Cooperative by the member.

(2) Any surplus remaining shall be distributed to:
(a) Another manufactured dwelling park nonprofit cooperative;
(b) An organization organized for a public or charitable purpose;
(c) A religious corporation;
(d) The United States;
(e) This state;
(f) A local government in this state;
(g) A housing authority created under ORS 456.055 to 456.235 (or the corresponding future statutes); or

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(h) A corporation that is recognized as tax exempt under section 501(c)(3) of the Internal Revenue Code.

These Bylaws were approved by majority vote of the Members of the Dexter Oaks Cooperative on November 16, 2018.These Bylaws are attested on November 29, 2021.

Mary Webb
Secretary

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 and are 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 allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves; 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 into 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.

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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/.

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