



781 Blakely Road • PO Box 55 • Colchester, Vermont • 05446 • 802.264.5500

www.colchestervt.gov

August 22, 2022

Gayle Pezzo, President
Westbury Homeowners Association, Inc.
289 Coventry Rd.
Colchester, VT 05446

Re: Municipal village creation and contracted services

Dear Gayle,

I am writing to address the requests of the Westbury Homeowners Association Inc. for the Town to provide municipal services under contract to the Westbury Homeowners Association Inc. (WHOA) and /or support the creation of a Vermont municipal village at Westbury and provide contracted services to the village.

The Selectboard has been engaged in a dialogue with WHOA since 2018 that has included: public meetings with the entire Selectboard; meetings with Selectboard members, Town staff and WHOA paid consultants; and, responses to written correspondence. We have also read information posted on your website, viewed your videos and promotional materials, provided input on how to contract for plowing, engaged in your request for an exception for WHOA under the Town's policy not to plow private roads, and answered all inquiries regarding municipal services, issues and infrastructure in Vermont.

WHOA's initial interest in contracted services and later a municipal village began with the Selectboard's decision to no longer plow 15 of 40 miles of the privately owned roads within the Town of Colchester in the [spring of 2018](#), the reasons for which are explained in the linked policy. The Selectboard provided an 18 month notice to all affected entities: individual private property owners, homeowners associations, non- and for-profit organizations.



We are perplexed by the legal and business management advice leading WHOA to the conclusion that a municipal village is an appropriate tool to address your concerns. There must be reasons that other homeowners associations and mobile home communities, for profit or not, do not seek to become municipal villages.

In our opinion, it is not in the best interest of the Town as a whole, or the residents of WHOA, who are also residents of the Town to create a new municipal entity at Westbury. Attached are some reasons for this decision.

Sincerely,

A handwritten signature in black ink, appearing to be "Pam Loranger", written over a horizontal line.

Pam Loranger, Selectboard Chair and on behalf of the Colchester Selectboard

cc: Colchester Representatives and Senator Mazza
Champlain Water District General Manager Joe Duncan

Attached: Selectboard Reasons for Decision
Westbury Homeowners Association, Inc. -- Application for Membership 12/30/2021
Westbury Homeowners Association, Inc. – Maybe it Takes a Village Web Pages 1-7
Prior communications between the Town and Westbury on this topic



Selectboard Reasons for Decision

From the perspective of the Selectboard, a municipal village does not make sense for Westbury or for the Town of Colchester. Reasons include:

1. *Westbury Home Owners Association, Incorporated is a single private organization that already controls the entire area of the proposed village in terms of land ownership, which WHOA wishes to overlay with a municipal village.*

- a. WHOA, a resident owned private not-for-profit corporation has significant control over the property as outlined in your 52-page application to live in the area including a: Letter to Applicants, Association Living, Application Process (Buying or Selling), Application for Membership, Consumer Authorization and Release Form, Bylaws/Community Rules/Occupancy Agreement Acknowledgement Form, Fair Credit Reporting Act, Bylaws, Community Rules, and Occupancy Agreement.

This level of control appears to be far beyond what is granted to a municipality. If Westbury was a municipal village in addition to a private association, would Westbury be able to continue to enforce rules under its Occupancy Agreement excluding dogs, requiring that only homes of a certain age be placed on the lots, and the authority to expel people as members of the Association and exclude them from being able to occupy lots within Westbury, as noted in section 3.6 of the Westbury Homeowners Association, Inc. Bylaws dated 12/30/2021? If Westbury becomes a municipal village, will it be legal to prohibit renting or leasing homes as noted in section 4.1 of the above-mentioned bylaws? If Westbury becomes a municipal village, will it be able to control sales of homes as noted in section 3.2 of the above-mentioned bylaws?

- b. As an incorporated association that levies ongoing fees to its owners through lot rents, the same tool used by the prior for-profit owners, WHOA already has an efficient mechanism to collect funds for jointly funded services and infrastructure.
- c. WHOA had the opportunity for the land to be owned by a government-controlled entity, the Vermont State Housing Authority, that would have provided government backed management, infrastructure planning and development, and other services as it does to Windemere Mobile Home Park in Colchester and many other manufactured housing entities in the state. Your March 21st email explains the difficult responsibilities of being resident-owned. However, WHOA chose to purchase the park from the prior owners. We presume there were positives in that choice such as independence, resident ownership, stewardship and sense of community. But that choice came with responsibilities for the

residents who are now WHOA vs. a State entity. The responsibility of a government is even greater, so it is difficult to understand how creating a municipal government helps.

2. *WHOA appears to perceive benefits of being a municipal entity. But there are also significant costs or responsibilities of being a municipality. WHOA, in the noted documents, seems to have the viewpoint that a municipal village or fire district is a structural tool, much like different for- and non-profit corporate structures. Some of your information seems to indicate that costs and responsibilities of WHOA can just be pushed back and forth to and from a village as best benefits WHOA from a fiscal perspective. This is not how government works. A village would have to have very defined responsibilities that often take years to change.*
 - a. Even the simplest municipal village would include at the minimum: a clerk, a treasurer, a lister, and boards that handle abatement requests, assessment and tax appeals, a tax collector; qualified government accountant; government auditor; grant administrator; and a government general manager.
 - b. Governments are not tools known primarily for financial effectiveness and efficiency. Governments are tools for participation. The Town of Colchester has 85 elected and appointed board and commission members, almost one for every full-time employee. We have a lot of input on what we should do and how we should do it. We try hard to be efficient and effective within that framework.
 - c. Governments often contract with private or non-profit entities to deliver specific services. It isn't often that governments are created to deliver a small suite of services directly such as is being contemplated by WHOA. This may be one of the reasons that there has not been a creation of a Vermont municipal village in the last 70 years. In fact, many villages have concluded operations.
 - d. If WHOA roads became public, you would have to hire engineers to study and evaluate speed limits to make the limits enforceable under law and in traffic court, and speed limits below 25 miles per hour are difficult to approve and enforce as a municipality.
 - e. Grant funding for ongoing operations by municipalities are almost non-existent and those that exist are expensive to administer especially on a small scale. The grant from the State Agency of Transportation is about \$1,600 per mile, or about \$4,800 per year for WHOA's 3 miles of road and comes with complex paperwork, reporting and financial auditing requirements that could cost more than \$4,800 to comply with. We understand from some of your web-based information that WHOA believes the Town would contract with the village to plow for around \$4,800, the value of the possible state grant. This is seemingly based on a misunderstanding related to the Town's budget reduction following our discontinuance of plowing some of the private roads. We reduced the budget by \$19,300

after that discontinuance, but that did not represent the cost of plowing 15 of the 44 miles of plowing private roads, merely the external and overtime costs of doing so. We applied the fixed capital and non-overtime labor costs to better maintain the public roads. It is not representative of the total cost to plow and maintain public roads by mile.

3. *The Town of Colchester is not interested in providing services under contract to a village at Westbury or any other village in the Town of Colchester. While Westbury is a special place, there are many associations and special neighborhoods in the Town of Colchester. Under the approach proposed by WHOA, any of these associations could become municipal villages and then ask to contract with the Town and for municipal privileges, such as wholesale water rates from the regional water entity.*
- a. Just as it was with private roads, it would be unfair to provide municipal services to a Westbury village but not villages created by the many other homeowners associations. Given that municipal service delivery often costs more for the above-mentioned reasons, we are not seeking to expand our portfolio of responsibilities under contract. Beyond the issue of efficiency, by taking on contract work, the Town would be taking on liability for its operations, both physical and paperwork operations. It is not in the best interest of the Town to take on liability for a village that would be spread to the taxpayers across the Town in terms of a claim exceeding our coverage or through increased premiums should an incident occur.
 - b. If Westbury were to become a village, the Town would oppose Westbury obtaining wholesale water rates from Champlain Water District (CWD). This approach would serve to unwind CWD's approach of providing wholesale water to vast areas through a distribution system to a town-wide local retail system. If CWD granted Westbury wholesale water rates, it would cause a shift (increase) in distribution costs and water rates to other residents in Colchester and/or other communities. Additionally, if Westbury did become a village and managed to obtain wholesale water rates, what would prevent other associations from becoming villages, obtaining wholesale water rates and further shifting costs to those who were not villages? In the end, we could wind up with a more complicated and costly water system vs. one operated and owned by three entities (CWD, CFD#2 and the Town of Essex).

Westbury Homeowners Association Inc.

Application for Membership Packet

Enclosed you will find the following documents:

1. Letter to Applicants
2. Association Living
3. Application Process (Buying or Selling)
- 4. Application for Membership**
- 5. Consumer Authorization and Release Form**
- 6. Bylaws/Community Rules/Occupancy Agreement Acknowledgement Form**
7. Fair Credit Reporting Act
8. Bylaws
9. Community Rules
10. Occupancy Agreement

NOTE:

1. The items in BOLD MUST be returned with the application as well as the other items spelled out in Letter to Applicants.

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

Send the completed application, application fee, and all required materials to:

Westbury Homeowners Association Inc.
c/o Property Management Associates
PO Box 1201
Williston, Vermont 05495

Letter to Applicants
Westbury Homeowners Association Inc.
A Resident Owned and Operated Community

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

About the Community

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

About the Application Process

- ✓ Complete the Application.
- ✓ Return it fully completed with a **\$63 payment per applicant over the age of 18 for a criminal background and credit check made out to Property Management Associates** and all of the requested documentation, including:
 1. **Application for Membership**
 2. **Consumer Authorization and Release Form**, completed by all applicants.
 3. A **copy of photo identification** for each applicant.
 4. **Community Rules/Bylaws/Occupancy Agreement Acknowledgment Form**
 5. **Proof of income**, including the previous two month's pay-stubs and the first two pages of 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.
 6. **Pet Registration Form**, if applicable.
 7. Purchase and Sales agreement signed by Seller and Buyer

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

- ✓ Attend an interview with the Membership Committee.
- ✓ Await approval by the Association's Board of Directors.
- ✓ Complete applications will be processed within ten (10) calendar days of receipt of a COMPLETE application packet. Applicants are notified of their acceptance or denial in writing.

After you are approved, before you may move in

- ✓ Pay your \$100.00 Membership Fee (this one-time fee is fully refundable when you sell your home, less any outstanding fees owed to the Association).
- ✓ Execute the Occupancy Agreement, with all household members listed.
- ✓ Make your first monthly lot rent payment.

After you move in

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

Send the completed application, application fee, and all required materials to:

Westbury Homeowners Association Inc.
c/o Property Management Associates
PO Box 1201
Williston VT 05495

Living in a resident-owned community

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

- The Cooperative is a business incorporated under Vermont Law. It is owned by its members. Individual homeowners do not own the land underneath their homes; the cooperative does.
- The Cooperative has member-approved bylaws, which spell out how the business is governed.
- The Cooperative 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 cooperative. This is a serious matter and not to be taken lightly – members who are expelled typically lose voting privileges.

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

Cooperative 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 cooperative, 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.

Westbury Homeowners Association Process for Selling and Buying a Home

Seller:

Submit the Intent to Sell Form

Lot Rent and Property Taxes must be in good standing

Lot needs to be in compliance with community rules prior to closing

Buyer:

PMA notifies and sends the completed application to the Membership Committee Chair once ALL the required documents have been sent to PMA. The Committee waits for the background check and creditworthiness results.

Application is reviewed - references are called

The applicant is contacted for an initial interview

When 1st interview occurs:

- **Have they read the Bylaws & Community Rules?**
- **Do they have any questions?**
- **Have they lived in a coop before?**
- **Have they been on a Board before?**
- **How many people will be residing in the home?**
- **Dog/Cat? A letter from a qualified healthcare professional (MD, NP, Psychotherapist, or PA for Dogs), photo of pet, recent vaccines, registration, and tags for dogs**
- **Are they interested in becoming involved (Board or Committee) in the future?**
- **Volunteers are essential in keeping the rent stabilized.**
- **Inform them about the mailbox location and key. They need to gather that information from the seller or the USPS. If the seller doesn't give the key, P.O. will change the lock for a fee. They must show the bill of sale at the P.O. and then the P.O. will tell them where their P.O. box is located.**

- Explain at the 1st Interview that the Bill of Sale is needed before they can enter the new home after they go to closing. This assists the Park in knowing who is accessing the home and that the process is complete.
- Review of the Buyer's Application gets presented to the Board of Directors requesting approval after the 1st interview. PMA will contact the Buyers of the Boards decision.
- At the Final interview (2nd meeting) the new homeowner will receive a Welcome packet with helpful documents, ie: home/lot improvement, service request, permit applications, website address, Board members contact info. Etc.
They will sign the lease, membership agreement and pay the \$100.00 membership fee.
- They MUST bring the Bill of Sale at the final interview signed by the Seller and Themselves. A copy will be placed in their file.
- They can pay their rent at the same time. If it is a mid-month closing the prorated rent is between the Seller and the Buyer. The Coop is only concerned that a full month's rent is paid for the current month by either the Seller or the Buyer.
- Ask if you can share their phone number with the Volunteer Social Committee.
- A tour of the mailroom will be given at the final interview.
The Bulletin Board is for Coop/Board business only. The office slot for dropping Lot Rent checks or other paperwork to be picked up by PMA as well as the outgoing USPS mail slot and the large package box. The key left in your box for large boxes may not always be associated with the large box in their section if it is already in use. The key will direct you to the box holding your package.



Westbury Homeowners Association, Inc.

Application for Membership

All information must be filled out completely and submitted with a Copy of Purchase and Sales Agreement. 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.

Furthermore, each applicant over 18 years of age must pay \$63 for a credit and background check. This fee is payable by credit card by calling Property Management at 802-860-3315 or by check or money order made payable to Property Management Associates. Your application will be processed once payment is received. Any application submitted and approved by the Board shall be valid for 60 days.

Date: _____

Applying for: _____ (Address)

Current owner: _____

Applicant: _____

Home phone: _____ Work phone: _____

Email: _____

Co-applicant: _____

Home phone: _____ Work phone: _____

Current address: _____ (street)

_____ (city, state, zip)

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: _____

Level of total household income: (circle one)

\$0 - \$10,000

\$20,001 - \$30,000

\$10,001 - \$20,000

\$30,001 - plus

Number of persons who plan to occupy home _____

Applicant employer: _____ Phone: _____

Address: _____

Is this a full or part time employment? _____ Monthly Income Total _____

Years employed? _____

Type of Occupation: _____

Co-applicant employer: _____ Phone: _____

Address: _____

Is this a full or part time employment? _____ Monthly Income Total _____

Years employed? _____

Type of Occupation: _____

If less than three (3) years with current employer, list previous employment:

Applicant employer: _____ Phone: _____

Address: _____

Is this a full or part time employment? _____ Years employed? _____

Type of Occupation: _____

(continued)

Co-applicant employer: _____ Phone: _____

Address: _____

Is this a full or part time employment? _____ Years employed? _____

Type of Occupation: _____

Vehicle make/model: _____ Year: _____ Color: _____

Vehicle make/model: _____ Year: _____ Color: _____

Do you own a pet?

Yes No

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

Yes No

Please list the name and contact information for your two previous landlords, as applicable. Landlord reference many not include relatives.

1. Name: _____ Phone: _____

Address: _____

2.. Name: _____ Phone: _____

Address: _____

Please read the following information before signing this application:

The Cooperative does not discriminate based on age, sex, race, creed, color, marital status, familial status, physical or mental handicap, ancestry, receipt of public assistance, veteran history, children or national origin or on account of that person's sexual orientation in the approval of its residents

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

Applicant signature: _____ **Date:** _____

Co-applicant signature: _____ **Date:** _____

PLEASE SEND PHOTO ID'S

Please mail application and payment to:

Westbury Homeowners Association
c/o Property Management Associates
PO Box 1201
Williston, VT 05495

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 **Westbury Homeowners Association Inc and Property Management Associates** to verify past and present landlord references in order to assess my/our **Application for Membership** in said Cooperative.

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

Westbury Homeowners Association, Inc.
Bylaws/Community Rules/Occupancy Agreement
Acknowledgement Form

I/We _____ are applying
for membership in the Association for the lot located at
_____ (street address). I/we have received and
read a copy of the Westbury Homeowners Association, Inc. Bylaws, Community Rules, and
Occupancy Agreement.

By signing and dating this form, I/we acknowledge that we understand and will obey the Bylaws,
Community Rules, and Occupancy Agreement of Westbury Homeowners Association, 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: _____

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

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 and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** 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 – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

BYLAWS
Westbury Homeowners Association, Inc.

ARTICLE I

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

- 1.1 The name of this Corporation shall be Westbury Homeowners Association, Inc., herein after referred to as the “Corporation” or “Cooperative,” located in Colchester, County of Chittenden, in the State of Vermont.

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 Westbury Park), herein after referred to as the “Community,” as a Corporation and be involved in other Corporation activities, on a “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 is to engage in any lawful act or activity for which a Cooperative may be organized under such laws. 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(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who

- A. Own and reside in a manufactured housing unit (herein after referred to as the “Home”) in the Community and any spouse ***or partner in civil union entitled to a homestead interest*** who has signed an Occupancy Agreement and the other additional adult occupants listed on the Occupancy Agreement. A person is seen as owning or co-owning a Home if he or she owns the Home directly or through his or her “living” or “Grantor” trust. A “Grantor” or “living” trust is any trust that is established by an individual under such terms as: (1) appoint him or herself as the trustee during his or her lifetime (and or competency); (2) is revocable by him or her; and (3) designates him or herself as the beneficiary for his, her or their lifetime.

“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.

- B. Is/are in good standing with the Corporation. A “Member in good standing” is a Member whose lot rent and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current.
- C. Is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Corporation and in the operation of the community.

3.2 Membership Rights

- A. 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 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. Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.

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 Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, with a sixty (60) day written notice to all Members and Non-Members.
- B. A Member will participate cooperatively in the operation of the Corporation.

3.4 Enrollment of Members

- A. Owners of homes seeking to reside in a home and lease a lot in the Community must become Members of the Corporation. Owners seeking Membership shall:
 - (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) the Membership Share Fee Pay in full;
 - (4) Execute an Occupancy Agreement;
 - (5) Have an intent to occupy a home in the Community; and
 - (6) Commit to the purposes and policies of the Corporation including 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 (2) above; but, must fulfill all other Membership enrollment conditions (1), (3), (4), (5), (6) above.
- C. Buyers of homes may be approved for Membership conditional upon purchase and occupancy of the home.

- D. A person is considered a buyer or owner if he or she seeks to or does own or co-own a home directly or through his/her/their “living” or “Grantor” trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member’s estate, or any other event. If an existing Member transfers title to a home to his or her “living” or “Grantor” trust, the trust will not be considered a new owner or buyer under this paragraph. Members transferring their Membership into a permissible “living” or “grantor” trust must furnish the Corporation with either a copy of said trust document **or** a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

3.5 Membership Fee

- A. The Membership Fee shall be *One hundred (\$100) dollars*.
- B. A Certificate of Membership shall be issued to any Member, or to trustee of any Member’s “living” or “Grantor” trust, who has fully paid their Membership Fee. This certificate shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of a lot in accordance with the Member Occupancy 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, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a “living” or “Grantor” trust continue to hold a Membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy.
- C. 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 Corporation, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Corporation; such debts and expenses being legally the responsibility of the Member. The Member shall replenish a capital balance decreased on such account in order to remain in “good standing.”

3.6 Termination and Expulsion

- A. Any Member whose activity in the Corporation is contrary to basic cooperation principles (see copy of International Cooperative Alliance Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Corporation may be expelled from Membership in the Corporation by the Board of Directors for good cause in accordance with 11 V.S.A. 1599 (3). Loss of Membership carries with it loss of all Membership privileges, including the perpetual right to occupy said lot and any Member lot rent. Written notice of the charges against each Member, reasonable opportunity to cure the violation, 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.

- B. The Member shall have the right to appeal the decision to terminate Membership to the next Membership meeting and will be given a reasonable opportunity to be heard, either in person or by their attorney. Members may request a Special Meeting of the Membership within a reasonable time period and such request will not be unreasonably denied. In the absence of a board call for a Special Meeting, the Member may do so in accordance with Article 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.
- C. Any Member who wishes 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 shall solely be responsible for the cost of his or her attorney. In no case should the Corporation be responsible for the legal fees of the Member.
- D. The cooperative housing corporation's possessory remedy in event of default of a Member affecting that person's right to occupancy shall be in an action for ejection consistent with Subchapter 3 of Chapter 169 of Title 12 of the Vermont Statutes in accordance with 11 V.S.A. 1599 (3). However, good cause shall be required for termination of the right of occupancy. Good cause shall include nonpayment of loans, fees, costs or assessments pertaining to the cooperative interest, or material violation of bylaws, rules, or proprietary lease which continues following reasonable notice and reasonable opportunity to cure the alleged material violations.

3.7 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.

3.8 Shares

- A. Issuance.
Shares will only be issued or reissued by the Cooperative in connection with the execution and delivery of a Proprietary Lease for a home lot in the Property owned by the Cooperative. The ownership of a share entitles the holder to occupy the home lot for the purposes specified in the Proprietary Lease.

- B. Share Register and Certificate Form. Certificate Shares of the Cooperative will be printed in the form adopted by the Board of Directors, signed by the President or Vice-President, and the Secretary or the Treasurer. Each share certificate is to be numbered in consecutive order and recorded into the Cooperative's books and records with the name of the individual or individuals holding the share and the date of issue. Each share certificate exchanged or returned to the Cooperative will be cancelled with the date of cancellation indicated in the records and the certificate retained in the permanent archives of the Cooperative. Upon request of a secured party, the Cooperative will note in its records of the interest of the secured party in the given Membership Interest. The original share certificate shall be given to the Member and a copy remains in the Cooperative's archives.
- C. Transfers. Shares will only be transferred in accordance with the Articles of Association and these Bylaws. Transfers of shares may only be placed in the books of record by the holder in person or by power of attorney, properly executed and filed with the Secretary of the Cooperative. At that time, the share-certificate is surrendered to the Cooperative and is available for resale.
- D. Lost Certificates. In the event that a share is lost, stolen or otherwise significantly damaged, the Board of Directors may reissue the certificate. Before a replacement certificate can be issued, the holder or holders or their legal representative must sign an affidavit attesting to the certificate's lost, stolen, or damaged condition.
- E. Legend of Share Certificate. "The rights of any holder named on this certificate are subject to the provisions of the Articles of Association and the Bylaws of the Corporation and to the terms of the Proprietary Lease made between the holder or holders named on this certificate as issued with the Lessee or Lessee's and Westbury Homeowners Association, Inc. as the Lessor of the home lot in the Cooperative's Property located in Colchester, Vermont, which limits and restricts the title and rights of any transferee. The share represented by this certificate is transferable only to an approved assignee of the Proprietary Lease. Copies of the Proprietary Lease, Articles of Association and the Bylaws are available for inspection at the Cooperative's business office."

"The Cooperative will have the first lien on the share represented by this certificate to secure payment of any arrearages or damages owed by the holder or holders to the Cooperative. The Board of Directors may refuse to consent to transfer the share until any money owed to the Cooperative is paid in full." All restrictions upon the transfer of this share shall also be noted on this certificate.

ARTICLE IV Sale and Rental of Homes

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 shall result in an eviction from the Community.
- B. Rental or leasing of homes in the Community ***shall not be allowed*** unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determines that a hardship exists. If an approval is granted, the decision shall

specify the hardship circumstance(s) and the condition(s) of approval. The vote of the Board of Directors shall be maintained in the official records of the Corporation.

4.2 All Home Sales

- A. Any Member or Non-Member who plans to sell or move their home out of the Community or demolish the home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors by certified mail. Failure to give notice can result in 30 days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Corporation. The seller shall supply the Corporation with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in paragraph 3.3, which applies here as well.
- C. If the Corporation is owed money by the resident or the resident is in breach of any other obligation to the Corporation, the Board of Directors may consent to the transfer, as requested by that resident for the sale of his/her/their home to a new buyer, but may insist that the consent or transfer documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's home for those amounts due and owing the Corporation. The documents shall only be recorded upon payment to the Corporation of all outstanding balances due to the Corporation.

4.3 Sale of Member Homes

- 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 Member shall accept the offer from the lower-income family or individual. Provided, that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.

[NOTE: The following is language to insert if the Corporation participates as a Fannie Mae Approved Corporation or wishes to comply with Fannie Mae requirements in anticipation of eventually becoming a Fannie Mae Approved Corporation. For more information, contact a staff member at CDI.]

The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this Corporation:

- A.1 Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by statute), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.

A. 2 Notwithstanding rights of the Corporation under state law, any holder of an Eligible Loan, which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Corporation's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

- 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 county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- C. The Board of Directors shall purchase the Membership Interest from said Member household by paying them an amount equal to the Member's total payment toward their Membership Fee, 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 purchase 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), shall 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 the home and living in the Community, the Board of Directors may lease the lot to any suitable household. The Board will keep a waiting list for these purposes.

4.5 Units Owned by the Cooperative [Optional, include only when the ROC owns units.]

Housing units that become the property of the Cooperative may be sold by the Board of Directors to non-occupant owners who wish to rehabilitate or replace the home, and resell it to a resident occupant, under the following rules:

1. The purchaser is purchasing the home in order to rehabilitate it or replace it, and expects to have the unit completed and habitable, or completely replaced within 90 calendar days.
2. The purchaser proves, to the satisfaction of the board, his or her ability to successfully rehabilitate the home themselves or through other licensed professionals.
3. The purchaser must purchase the unit from the Cooperative in advance of rehabilitation or replacement.
4. The purchaser must pay rent and any other common costs and assessments, at a

- minimum of member rate, for the period that they own the unit. The Board of Directors may require prepayment of rent, deposits or other collateral to ensure compliance by the purchaser, at their own discretion.
5. The purchaser shows proof of insurance for themselves and all contractors and acquires or carries all permits and licenses necessary per local code.
 6. The purchaser must enter into a written agreement with the Cooperative, including a time plan for construction, utilities hook-up, storage and disposal of waste, all of which is at their own expense.
 7. The unit cannot be occupied until sold to an owner-occupant who is approved to join the Cooperative.
 8. The Board of Directors may setup fees, fines, or utility restrictions as for Members in breach of any part of this chapter or any agreement with such an owner. The Board of Directors may enforce this by taking a lien on the unit or any other contractual or legal action they deem necessary.
 9. Owners of units in rehabilitation under this clause are not Members of the Cooperative, as herein defined.

ARTICLE V

Membership Meetings

5.1 How the Membership Can Legally Act

- A. The Membership may act only at a properly called meeting of the Membership where a quorum is present. Thirty (30%) percent of the current Membership shall constitute a quorum at a Membership Meeting.
- B. A Member who is not in good standing (as defined by these Bylaws at 3.1 B shall be ineligible to vote upon any matter, and shall not be counted toward a quorum.
- C. 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.
- D. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a majority vote of Members present except for motions affecting the Bylaws and Community Rules.
- E. The Bylaws of the Corporation and the Community Rules shall be adopted or repealed by at least a majority vote of the total Membership of the Corporation.
- F. 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 shall 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 shall not require an additional notice.

- G. Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by a majority of the entire Membership. A copy of the motion 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 shall be posted or otherwise published to the Members within 3 days.

5.2 Annual Meeting

- A. The Annual Meeting of the Members shall be held in the month of August each year in Colchester, Vermont, or a place designated by the Board of Directors within 10 miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- B. The Board shall 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 shall be given in writing to each Member at his/her address, and posted and maintained at a common area, and shall state the place, day, and time of the meeting, as well as the agenda items or subject matter to come before it.
- C. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Corporation shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.
- D. The Board shall recommend for the approval by Membership the annual budget with proposed future rents. If Members, after meeting held or ballot conducted for said purposes, shall 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 President, the Board of Directors, or by petition of Twenty (20%) of the Members. Such Member petition may be delivered to any Board Member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand.
- B. 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. Business at a Special Meeting of the Membership is limited to the scope of the notice provided.

ARTICLE VI **Board of Directors**

6.1 Number and Term of Directors

- A. The Board of Directors shall consist of seven (7) [an uneven number only] Members who are in good standing with the Corporation.
- B. Directorships will not be denied to any person on the basis of age, race, religious creed, color, sex, sexual orientation, gender identity, marital status, disability, national origin, or due to receipt of public assistance, or because there are minor children in the household. 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.
- C. All Directors shall serve for a term of **two years**, except that at the first election, the ***Treasurer and Vice President*** 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**.
- D. No more than one individual from each Member household may serve on the Board of Directors at any given time.

6.2 Election of Directors

- A. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Corporation. 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 shall elect Directors to each officer position as well as those Directors serving at large.
- C. 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 Director and Officer position to be filled and those nominees known in advance of the meeting. It shall 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 shall 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, infirmity, out of state or incapacitated***. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed, the Member must request it ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.

6.3 Powers

- A. The Board of Directors shall 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 shall 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 Secretary or President of the Board of Directors. Such resignation will take effect upon the later of receipt or the time specified in the notice.

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 regularly scheduled or Special Meeting of the Membership 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 for cause- a two thirds 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.

6.6 Vacancies

Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any regular or special meeting of the Board of Directors. The Director

so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 6.1 of these Bylaws.

6.7 Compensation

Directors shall serve without compensation, but shall be entitled to reasonable compensation 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 shall consist of a ***President, Vice President, Secretary, Treasurer***, 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 shall serve as chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general day-to-day administration according to the authority granted by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the directives of the Board of Directors.

7.4 Vice President

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.

7.5 Secretary

The Secretary shall keep the records of the Corporation 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. 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.

7.6 Treasurer

The Treasurer shall have charge of all the funds of the Corporation and shall be responsible for all disbursements and collections. The Treasurer shall 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 shall bear the signature of at least two of these four positions: ***President, Treasurer, or Secretary, bonded bookkeeping service***. As a standard fiscal control, a Member of the Corporation or contracted bookkeeping service other than the Treasurer shall reconcile the Corporation 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.

7.8 Powers

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

ARTICLE VIII

Board Meetings

8.1 Regular Meetings

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 no less than 3 days before the meeting. The Board shall 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 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 ratified at a subsequent properly noticed meeting.

8.3 Open Meetings

Regular and Special Meetings of the Board of Directors shall be open to the Membership except when the Board moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and confidentiality, or to receive or discuss advice from legal counsel. A decision may not be made in Executive Session, where minutes are not kept. Decisions must be made in the form of a motion at a public meeting.

8.4 Notice

Written notice stating the place, day, hour and agenda of all Board meetings, regular and special, should 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 then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established. 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 written motion is approved and signed by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes.
- B. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted within three (3) days.

8.7 Proxy Voting

Proxy voting is prohibited.

ARTICLE IX **Indemnification and Bond**

9.1 Indemnification

- A. The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Corporation.
- B. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director or Officer of the Corporation, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Corporation, indemnity for his or her reasonable expenses, including attorney's fees incurred in the defense of the proceeding, may be assessed against the Corporation, its receiver, or its trustee, by the court in the same or a separate proceeding if (1) the person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the

court; and (2) the court finds that his or her conduct fairly merits such indemnity. The amount of such indemnity shall be so much of the attorney's fees incurred and other expenses as the court finds to be reasonable.

- C. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, Officer, or employee of the Corporation, in any proceedings other than an action by the Corporation, indemnity for his or her reasonable expenses including attorney fees incurred in the defense of the proceeding may be paid by the Corporation if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed, to the best interest of the Corporation; any such indemnity shall be made as authorized by majority vote of the Membership.

9.2 Bond

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 in accordance with state law.

ARTICLE X Operations

10.1 Signing of Documents

Unless specifically authorized by the Board of Directors or as 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 Member household may have signing authority.

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 Officers. No more than one individual from each Member household may have signing authority.
- B. Any decisions that may commit expenditures of **Three thousand dollars (\$3,000)**, or more of Corporation resources per fiscal year, that does not appear in the approved annual budget, shall 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 **Five thousand dollars (\$5,000)** per fiscal year, require the approval of the Membership except in cases of emergency repairs. The Board shall 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 shall adopt, and all Director-Officers shall abide by, a Board of Directors Code of Ethics Policy, 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 the 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 shall 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 shall be open to the inspection of any Member at a reasonable time and place within 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 shall be the twelve (12) month period ending the last day of September. 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 state law.

10.7 Dissolution

- A. Dissolution will be in accordance with **11 V.S.A. § 1603**.
- B. In the event of dissolution of the Corporation, the assets, after payment of the Corporation's debts and expenses, shall be distributed in the following manner:
 - 1. The face value, or the amount equal to the Membership Fee paid minus any outstanding obligation to the corporation, whichever is lower, shall be returned to the Members.
 - 2. Any surplus remaining after the distributions in paragraph 1 may 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 Board policies, 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) shall prevail.

CERTIFICATION

The foregoing Bylaws, which were adopted in February 2019;
amended to change section 6.1 in August 2019;
amended to change sections 7.6 and 7.7 in May 2020;
and amended to change section 7.1 and remove section 7.7 in October 2020;
is a true and accurate account, attested by:

DocuSigned by:
Denise Stoddest
648519763EE400...
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. 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/>.

Westbury Homeowners Association, Inc
A Resident Owned Community – Community Rules

Introduction

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

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 30 (THIRTY) DAYS ADVANCED NOTICE OF THE CHANGE.

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 INTERFERE WITH THE PEACEFUL ENJOYMENT OF OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 20 DAYS FROM THE DATE OF MAILING 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 ALSO BE EVICTED FOR NONPAYMENT OF LOANS, FEES, COSTS OR ASSESSMENTS PERTAINING TO THE COOPERATIVE INTEREST, AND FOR MATERIAL VIOLATIONS OF THE RULES AND BYLAWS. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 14 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION. THE EVICTION MUST BE IN ACCORDANCE WITH 12 V.S.A. CHAPTER 169.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND THEIR HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST 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.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, AT 109 STATE STREET, MONTPELIER, VERMONT.

I. GENERAL RESPONSIBILITIES

1. The Westbury Homeowners Association is responsible for:
 - All underground utilities
 - Snowplowing of roads
 - Maintenance of roads and common areas
 - Trees
 - Utility Poles (applicable in some communities)
 - Enforce the community rules of the Westbury Homeowners Association
2. The homeowner is responsible for:
 - Hooking up to utilities and maintaining connections
 - Upkeep of their lot
 - The care, maintenance and snow removal of their own walk-ways and driveways
 - Obeying Community Rules
 - Payment of lot rent on time
 - Prominently displaying the street number on the front of the home for emergency location (911)
 - 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 Westbury Homeowners Association.
 - Proper Home installation requirements must be met.
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 15 MPH.
5. Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weaponry is strictly not allowed. This is a life safety issue.

II. OCCUPANCY

1. The Board of Directors must approve the application of the prospective purchaser of a mobile home prior to purchase and entrance into the Association. Approval is contingent upon:
 - a) A Satisfactory interview with Membership Committee and the completion of an application for entrance.
 - b) Homeowner signature on the Association's bylaws and rules.
 - c) Satisfactory character, credit and rental history.
 - d) No past criminal prosecution (excluding minor motor vehicle convictions).
 - e) A maximum of four (4) persons residing in home.
 - f) Being employed or providing evidence of other means of support.
2. Occupancy of home is restricted to persons listed on the application form (not to exceed the maximum of four). Any changes such as an Additional Resident (including a

nonowner resident who previously vacated and wishes to return), must be submitted on a "Occupancy Change Form" (located in postal substation) and approved by the Association. No occupancy in other structures, vehicles, recreational vehicles, etc., is allowed on the lot.

3. All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Westbury Homeowners Association's Bylaws.
4. All lot rents are due on the 1st day of the month. The Westbury Homeowners Association reserves the right to assess late fees related to the actual costs incurred by the Westbury Homeowners Association as a result of a Member's late payment if rent is not received by the 5th of the month. Cash is not acceptable for payment of rent. A returned check fee will be assessed in the amount of the fee charged to the Westbury Homeowners Association by the bank (minimum \$25). No re-deposits will be made.
5. Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the Westbury Homeowners Association as a condition of allowing the home to remain in the community.
6. For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.
7. 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.
8. Prior to selling a mobile home sited in the mobile home park, the homeowner shall provide notice to Westbury Homeowners Association, Inc ("Association") by certified mail, notifying the Association of the name and mailing address of the prospective buyer. The homeowner shall provide the Association with a copy of a completed, unexecuted, Vermont mobile home uniform bill of sale at least 21 days prior to the transfer or sale of the mobile home. If the homeowner owes money to the Association, the Mobile Home Bill of Sale shall identify the Association as a lien holder pursuant to 9 V.S.A. 2602 and the homeowner shall pay all amounts due prior to closing. The Association may also file a lis pendens in the Land Records reflecting the amount of its claim. Any amounts not paid shall become the responsibility of the purchaser of the mobile home. The Westbury Homeowners Association may collect all amounts not paid by commencing legal proceedings against the purchaser and/or the mobile home.
9. For sales of homes:
 - a) Prior to listing, advertising or selling a home, the homeowner shall complete an "Intent to Sell Form" and give to the Association.

- b) A prospective purchaser must apply for admission, pay an application fee where a background check and credit worthiness will be performed. Upon receipt of the application fee the prospective buyer will be contacted by a member of the membership committee to arrange for an interview.
 - c) An application of the prospective purchaser will not be accepted unless the present homeowner's outstanding account balance has been paid or provisions that are acceptable to the Association have been made for payment of the balance prior to the closing of a home's purchase. The condition of the lot, home exterior, and other structures will be in compliance with the terms and regulations as set forth in the Association's rules and bylaws.
 - d) All FOR SALE signs should be professional in appearance. Only signs placed by a realtor or bought from a store/vendor can be displayed. No homemade signs are permitted. Signs can only be placed on the homeowner's lot by the roadside edge closest to the lot's driveway, on the home, in a window, or on the deck/porch of the home. No signs can be placed by the roadside edge of Kellogg Rd/Severance Rd or any community Association land. It is the homeowner's responsibility to ensure that any displayed sign is in conformity with all applicable laws.
 - e) File a letter of intent to sell with the Board of Directors:
 - i) The letter will contain the agent's name if applicable, 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 applicable state law.
10. For removal of homes:
- iv) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
 - v) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
 - vi) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
11. For homes to be moved in:
- i) The Board of Directors requires written approval of all homes prior to delivery.
 - ii) The Board of Directors reserves the right to inspect and view any 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 state law and Housing Division Rules.

12. For Homes that are Leased:

All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Association's bylaws, and with the exception of current leased homes prior to the Association's purchase. The current renter's name, address and phone number must be on file with the Property Management Co./Association. Current renter's must have completed the following:

- i) Renter signs and complies with requirements in Application/Occupancy section of the Association's Rules and By-laws. The homeowner signs a Non- Occupancy Agreement (lease) and is responsible for the tenant following the rules.
 - ii) Rent payments are paid directly by homeowner.
 - iii) Only present homeowner-Non-Occupants can continue with current leased homes. If the current tenant should leave, no new leases and or tenants will be granted in the Association effective 3/6/19. Current Homeowners Non-Occupants that currently have their homes rented need to notify the Association's property management company with tenant information so that a Background check can be conducted, and associated fees collected.
 - iv) Homeowner's account is current.
 - v) The Association's approval of renter of home shall not relieve homeowner of any obligation to the Association under this lease.
13. Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
 14. Septic systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a Westbury Homeowners Association 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 cost of the repair.
 15. It is the responsibility of the homeowner to provide for securing the home's above ground water lines from leakage, especially during the winter months. Currently, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The Westbury Homeowners Association reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Westbury Homeowners Association'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.
 16. Notify the Board of Directors if there are any additions of occupants in your home that exceeds 30 (thirty) days and any applicable state law. In all cases, the total number of occupants shall not exceed the Westbury Homeowners Association's established occupancy limit of four (4) people. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an Occupant, but not to sign as a party. Each additional adult Occupant must meet the Westbury Homeowners Association's Criminal Background Criteria. Occupancy may NOT exceed limits set for the home-site (lot).
 17. All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
 18. Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
 19. Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free community. Use, sale, manufacture 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.

20. A moderate noise level from radios, electronic equipment, vehicles and parties is always expected. Quiet hours are from 10pm to 8am.
21. 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 follow the rules and standards as published by the Vermont Department of Environmental Conservation (DEC) and incorporated herein by reference as if fully set forth herein. Any tank not brought into compliance with such standards may be replaced by the Westbury Homeowners Association at the expense of the tenant and such expenses may be collected and assessed in the same manner as rents under Landlord-Tenant law.

Note: Grant funds may be available from the State for replacement or repair of "red-tagged" AST for eligible homeowners. Contact the Property Manager or Board of Directors for information.

III. BUILDINGS AND STRUCTURES

All homes, storage shed, and porches must be maintained to ensure its esthetic appeal and not damage the character of the Association. The Home exterior should be free of dirt, porches painted or stained, and skirting kept neat by paint, cleaning or replacement. Mobile home plumbing and interior fixtures must be free of leaks.

All mobile homes must be enclosed with a manufactured-type skirting such as aluminum, vinyl, fiberglass or wood (see the Association for details on type permitted) within one month of initial installation. The above materials must also be used for replacement skirting on existing homes.

The front tow hitch must be removed or concealed by skirting and/or landscaping.

Positively no additions, carports, garages, full or partial enclosures (excepting the approved screen-type-check with the Association for details on type permitted).

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.

Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:

May not exceed 144 square feet with no one side exceeding 14 feet. Walls no higher than 8 feet. Roof peak not to exceed 10.5 feet

Roof is pitched

Doors and windows stay in good repair and can be closed

All buildings, roofs, additions, porches, sheds, towers, children's play facilities, and decks etc. are to have prior written approval by the Board of Directors, who must sign the Permit Request, and are to comply with the town 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 the Town's building

permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.

Only one tank for fuel oil is allowed with a maximum capacity of 275 gallons. Must adhere to Local & state ordinance

All homes must be equipped with an interior and/or exterior main water shut-off valve. The Association will not be responsible for turning off water below grade in event of emergency in homeowner's home.

Service cannot be done on underground utilities such as water, septic, and electrical if inaccessible because of porch or other structures. Homeowner must make access available before we will dig or repair problems with above.

Trampolines are prohibited.

Only Gas Grills, Gas Fire Pits, and Charcoal Grills are allowed in the Association.

Open burning of any type is strictly prohibited to include wood burning firepits.

Pools 2ft in depth or greater are prohibited.

Pools that use a filtration system are prohibited.

Commercial signs are not allowed.

Composting regulations must be followed as per Vt State Law

IV. SITES

1. An umbrella-type or a freestanding clothesline is permitted as long as it is not visible from the road. The board or property manager must be contacted prior to digging posts. DIGSAFE and 20 V.S.A. Chapter 86 regulations apply. Clothes lines not to exceed 10 feet between two post 6 feet High and located away from structures by 10 feet. Stringing lines between trees and/or the home is not permitted.
2. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible other than on collection day.
3. Lawns are to be kept trimmed and mowed. If a lot is neglected, the Association reserves the right to have the lot cleaned and paid for at the owner's expense. Homeowner must not allow debris to accumulate on their lots. If debris remains after an initial warning, the Association will contract hauler to remove debris and hauler's bill for services may be charged to homeowner.
4. Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other non-functioning and discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home. If a lot is neglected, the Association reserves the right to have the lot cleaned and paid for at the owner's expense.

5. No open fires, firepits, outside burning of leaves, rubbish, etc. is strictly not permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
6. Fences may be used for decorative purposes only and no higher than four feet. No lot perimeter fences are allowed. The Board of Directors has final approval on fences.
7. Each homeowner is responsible for the winter maintenance of their driveway. Do not drive snowplow vehicles on lawn areas - broken underground pipes could result and repair charges may be at the homeowner's responsibility.
8. The use of the lot by the homeowner will not interfere with the Westbury Homeowners Association's ability to perform any upkeep and maintenance of the community infrastructure. Ask before you dig or plant! DIGSAFE and 20 V.S.A. Chapter 86 regulations apply.
9. Member must have the consent of the Westbury Homeowners Association Board of Directors to plant, replace, cut or trim trees or to modify landscaping with anything more than annual and perennial plants. 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 Westbury Homeowners Association Board of Directors.

V. VEHICLES

1. Unregistered and/or un-inspected motor vehicles are not allowed in the community and will be towed at the homeowner's expense. Minor vehicle repair or fluid changing is allowed with proper disposal of parts and fluids. Major vehicle repairs are not to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted.
2. Parking spaces will be allocated to each home. There is no parking on lawns. Temporary guest Parking is allowed on the streets if it does not block snow plowing or emergency vehicles. Do not drive on lawn or off pavement-underground pipe breakage could occur and repair fee could be the homeowner's responsibility.
3. Motorized trail bikes, snowmobile, go-carts, and all-terrain vehicles are not to be used in the community.
4. There is to be no racing or inappropriate use of any vehicles in the community.
5. The speed limit is 15 MPH.
6. Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.

VI. ANIMALS

While the members of this community understand that animals 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) Dogs are not permitted, except in cases where a resident applies for and is granted a reasonable accommodation to have an emotional support or service animal per section VII of these Rules.
 - a. A qualified medical professional must sign the resident's reasonable accommodation request. The Board can provide residents interested in making a request with the appropriate forms upon request.
 - b. In cases where a reasonable accommodation request is granted:
 - i. The permitted dog must have any and all immunizations, tags and necessary registrations that may be required by law
 - ii. The permitted dog 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
 - iii. Any dog with a history of aggressive behavior or biting is not permitted in the community.
- 3) All cats must be kept inside of the home. All cats must be spayed and neutered.
- 4) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- 5) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a "Request for A Reasonable Accommodation".

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. UTILITIES

1. All phone, electrical and cable lines are underground in this development. It is imperative that you do not drive stubs, stakes, or dig in the ground without getting permission from the Association. The cost of repairing any damage caused may be the homeowners responsibility.
2. Electrical and septic emergencies should be reported to Property Management Company immediately.
3. The Association is not responsible for any damage to your home or possessions during a power failure.
4. The repair of clogged septic pipes caused by introduction of foreign objects, accumulated tissue products, grease, etc., will be the responsibility of the homeowner. Products labeled "disposable" by the manufacturer are the cause of many septic tank problems; therefore, such items must be disposed of in trash receptacles.

5. Do not tamper with electrical meters, transformers, streetlights, underground water shut-offs, catch basins, or other Association infrastructure.

IX. GENERAL

1. No yard/lawn, porch, shed or other sales are allowed.
2. The Association is not responsible for damage done by rodents, animals, mosquitoes, tent caterpillars, or other acts of nature.
3. No hunting, trapping, or firing of any weapons within the Association.
4. Pointing or brandishing a weapon in an aggressive or threatening manner is strictly prohibited.
5. All requests for service, repair, dead tree removal, etc., must be made by completing a "Service Request Form" available in postal substation or in the Association's office.
6. Use of pool, tennis courts, and basketball court is contingent upon compliance with rules posted at each location and set forth by the Association.
7. The Association reserves right to enter a lot on which a home is situated for purposes of maintenance, repairs, improvements, periodic collection of water samples from the home's outside water faucet, and lot and under-home inspections. Per Subchapter 002: Permits and Regulations, (Cite as: 10 V.S.A. § 6241), § 6241. Access
8. Do not trespass on other lots, areas of Association's operations and maintenance, and undeveloped land.

X. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the Westbury Homeowners Association 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 Westbury Homeowners Association. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Westbury Homeowners Association. 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 Westbury Homeowners Association 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 Westbury Homeowners Association by a homeowner and the Westbury Homeowners Association prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Westbury Homeowners Association in defending such action. In no event shall the Westbury Homeowners Association be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Westbury Homeowners

Association and a partial owner of the Westbury Homeowners Association. 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.


XI. SEVERABILITY

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal. PLEASE NOTE: Westbury Homeowners Association, Inc. recognizes that these rules do not supersede any and all local, state and federal laws.

XII. LIABILITY AND INDEMNITY

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

Total 11 Pages – Approved on 10 / 30 / 2020 by the Association Membership.

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

11 / 2 / 2020 Date

Member Occupancy Agreement Westbury Homeowners Association, Inc.

This Agreement, made and entered into at Colchester, State of Vermont this _____ day of _____ 20____ by and between the Westbury Homeowners Association, Inc., a corporation organized under the laws of the State of Vermont, having its principal place of business at 289 Coventry Road, Colchester, VT, (hereinafter called the “Corporation”), and _____ (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 Westbury Park (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 Association, most recent financial statements, Membership Agreement and Promise to Pay (pre-purchase)/ Membership Agreement (post-purchase), 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 Fee of \$100 and will receive a Certificate of Membership in the Corporation once the fee 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 the above street address (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 _____dollars 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 sixty (60) day written advance notice. The Lot Rent must be paid on the 1st, day of each month. The Corporation reserves the right to assess late fees related to the costs incurred by the Corporation as a result of a Member’s late payment. All such late fees shall be considered additional rent hereunder.

The Member further agrees to timely pay when and if due to the City of Colchester all 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 lien for unpaid rents. The Corporation reserves the right to secure a lien on the home of the Member for any Member's Lot Rent and non-reimbursed expenses incurred by the Corporation.

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 Fee. The Member has paid or will pay the Membership Fee 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 Subscription Agreement is hereby incorporated into this Occupancy 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 Vermont law, specifically, but not limited to 10 V.S.A. Chapter 153 and 11 V.S.A. Chapter 14, and shall further agree to abide by the terms and conditions of this Agreement, and the Articles of Association, Bylaws, 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 Rules in effect at the execution of the Occupancy 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 Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Community Rules.

The Member shall be responsible for all maintenance and repair of the Lot, including usual maintenance of paved parking spaces if provided, with exception of any underground system, such as underground oil tanks, or water, electrical or septic systems, unless such repair is due to the negligence of the Member. The Member owns and is responsible for all repairs and maintenance of any Aboveground Fuel-Storage Tank (AST) on Member's Lot. All ASTs shall be in compliance with "SAFE TANK" standards as published by the Vermont Department of Environmental Conservation (DEC) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance at the time of the signing of this Agreement shall be brought into compliance at time of occupancy or such other time as may be agreed by a separate written consent of the Corporation Board of Directors. Any

tank not brought into compliance with such standards at time of occupancy or within the time given in a written notice from the Director of Operations or Corporation Board of Directors at any other time during the term of this Agreement, may be replaced by the Corporation at the expense of the Member and such expenses may be collected and assessed in the same manner as rents under landlord-tenant law.

Member must have the consent of the Corporation Board of Directors to plant, replace, cut or trim trees or to modify landscaping with anything more than annual plants. Any and all additions to landscaping become part of the Member's Lot 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 the law, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Association, Bylaws or Community Rules, as they now exist and as they may be later amended from time to time.

The Corporation shall not discriminate for reasons of race, religious creed, color, sex, sexual orientation, gender identity, marital status, disability, national origin, or due to receipt of public assistance or because there are minor children in the household. Further, the Corporation shall not discriminate based on age, except in legally designated 55 and older or 62 and older communities, as permitted under 9 V.S.A. § 4503 (b) and (c).

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 for which a Member may be evicted as set forth in the Community Rules or for any reason specified by statute, 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. The Member may be evicted 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, Eviction Notices may be accompanied by a notice of the charges against them and of a reasonable opportunity to cure the alleged material violation and be heard before the Board of Directors of the Corporation not less than 15 days from the date of said notice.

The cooperative housing corporation's possessory remedy in event of default of a Member affecting that person's right to occupancy shall be in an action under subchapter 3 of chapter 169 of Title 12. However, good cause shall be required for termination of the right of occupancy. Good cause shall include nonpayment of loans, fees, costs or assessments pertaining to the cooperative

interest, or material violation of Bylaws, Rules, or Occupancy Agreement which continues following reasonable notice and reasonable opportunity to cure the alleged material violation.

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. No sublease in excess of one year, no amendment, and no modification to such proprietary lease shall be permitted or created without the prior written consent of the Board of Directors of the Corporation.

Article 11 – Limitation on Member’s Right to Make On-Site Sale. The Member acknowledges the application of the resale limitations and restrictions of Article 4.2 and 4.3 of the Bylaws of the Corporation as may be amended from time to time and agrees to abide and comply therewith.

Article 12 – Severability. Each provision of this Agreement is severable from the Agreement. 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 sending notice. If any law suit arises, Member must sign a waiver of service of process in accordance with the Vermont Civil Rules of Civil Procedure. If the Member fails to sign and file a waiver of service of process, Member shall bear all costs of service including reasonable attorney’s fees.

Article 15 - Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Association, 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 Association, Community Rules, Bylaws, Agreements and Corporation Resolution. The Articles of Association, 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 Member.

Article 17 – Attorneys’ Fees and Costs. In the event any legal action is 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. 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 in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Corporation and a partial owner of the Corporation. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

Article 18 – Time of the Essence. Time is of the essence regarding this Occupancy 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 Occupancy 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 – Loans and Security Interests. The security for a loan against the Member's cooperative interest shall be in the nature of a personal property security interest, and any default of such loan shall entitle the lender to treat such default in the same manner as a default of a loan secured by personal property.

Article 22 – Defaults on Member's Cooperative Interests. The Corporation reserves the right to cure any default in the Member's obligations pertaining to the Member's cooperative interest, including but not limited to cooperative fees, costs and assessments.

Article 23 – Amendments. The terms and form of this agreement and any proprietary lease shall be amended only by the Corporation.

Article 24 – Home Financing Contact. The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in the Member's home:

Name _____, Address _____

Article 25 – Contact Information.

Member Name (s): _____, _____

Address: _____ Telephone Number: _____

Names of each additional person living at the above address:

Name: _____

Name: _____

Name: _____

Name: _____

Article 26 – Emergency Contact Information.

List the name, address, and phone number of the person(s) Member would want notified in case of an emergency:

Name: _____, Address: _____, Tel Number: _____

Article 27 – Enforceability. Any term contained herein which is not uniformly applied to all Members or prospective Members of the same or similar category shall be unenforceable.

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

Corporation Officers:

Signed _____ Print Name _____
Its duly authorized Officer

Signed _____ Print Name _____
Its duly authorized Officer

Members:

Signed _____ Print Name _____

Signed _____ Print Name _____

Signed _____ Print 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 _____ Print Name _____

Witness to all signatures:

Signed _____ Print Name _____

Maybe it Takes a Village FAQ's (part 1)



By **whai president < <https://westburyhoai.com/author/whai-president/>>**



September 26, 2021 < <https://westburyhoai.com/2021/09/26/maybe-it-takes-a-village-frequently-asked-questions/>>



No Comments < <https://westburyhoai.com/2021/09/26/maybe-it-takes-a-village-frequently-asked-questions/#respond>>

FAQs.

Answers from one of our plow project team members: Ralph P

There are a lot of things to look at as we consider this plan. Using a number of resources and advisors, the plowing committee is researching the answers to all questions brought up by residents. Over the next two months, we will post questions and answers on the Facebook site and all FAQs will be on the website. Below are a few questions people have asked. We will be answering more as time goes by. If you don't see your question, please ask us. If you think we are missing something – let us know!

1) Would forming a village affect the taxes we pay to Colchester?

No. The taxes we pay to Colchester (both the coop and individuals) would remain the same. Of the taxes we pay 3 times a year to Colchester, $\frac{3}{4}$ of the money goes to schools and $\frac{1}{4}$ goes to the Town of Colchester. This would not change.

2) How will this affect our lot rent? Becoming a village will not cause our lot rent to go up. If it did, we would stop this process and say so. The goal of this project is to help stabilize lot rents by creating a municipality that can partner with the Town and the State. If you think of our neighborhood as a pair of pants, think of the idea that instead of everything going into one pocket (the coop) now the money for the roads would go into the village pocket. The village would also be able to apply for grants and low-interest loans to help keep overall costs to our community stable.

3) Would becoming a village affect the bus route or the fact that the bus comes into Westbury?

There would be no effect on the busses. The School District approved bringing the bus stop back inside the park. It does not matter if Bushey plows the roads or if we are able to get the Town to plow the roads, as long as the roads are safe for the busses, they will continue to come in.

Discussion is the only we find solutions!

[rs of the Plow Project of the Plow Drawing](https://westburyhoai.com/2021/09/26/winners-of-the-plow-drawing/)

<https://westburyhoai.com/2021/09/26/maybe-it-takes-a-village-faqs-part-2/> [it Takes a Village FAQ's \(part 2\)](#)

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Maybe it Takes a Village FAQ's (part 2)



By **whai president < <https://westburyhoai.com/author/whai-president/>>**



September 26, 2021 < <https://westburyhoai.com/2021/09/26/maybe-it-takes-a-village-faqs-part-2/>>



No Comments < <https://westburyhoai.com/2021/09/26/maybe-it-takes-a-village-faqs-part-2/#respond>>

FAQs

Below are a few more questions people have asked. If you have a question, please ask! If you think we are missing something – let us know.

Would forming a village be something we'll have to vote on in the future?

A majority vote by the registered voters living in Westbury would need to approve the request to the Town to form a village.

Could someone outside of the park dispute Westbury becoming a

village?

The best outcome would be where the Town select board and Westbury's residents both find this to be a win-win situation. The law is very clear on the steps to form a village. If we followed them correctly, there should not be anything to dispute.

If there was a coop and a village, how or what might each board be responsible for?

If we form a village, the village will only be responsible for the things it is set up to do. If it was only set up to handle the roads, the coop would continue doing everything it currently does now – except the roads. The Village Board would handle only the roads.

Keep the questions coming!

Discussions are the only way to find solutions!

← [Mayb](https://westburyhoai.com/2021/09/26/maybe-it-takes-a-village-faq-s-frequently-asked-questions/) < [When](https://westburyhoai.com/2021/09/29/when-the-cold-weather-is-aching) →
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a [/2021/09](https://westburyhoai.com/2021/09/26/maybe-it-takes-a-village-faq-s-frequently-asked-questions/) [/2021/09](https://westburyhoai.com/2021/09/29/when-the-cold-weather-is-aching) Weath
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FAQ's [frequently-](https://westburyhoai.com/2021/09/26/maybe-it-takes-a-village-faq-s-frequently-asked-questions/) [is- aching](https://westburyhoai.com/2021/09/29/when-the-cold-weather-is-aching)

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Maybe it Takes a Village FAQs (part 3)



By [whai president < https://westburyhoai.com/author/whai-president/>](https://westburyhoai.com/author/whai-president/)



[October 9, 2021 < https://westburyhoai.com/2021/10/09/maybe-it-takes-a-village-faqs-part-3/>](https://westburyhoai.com/2021/10/09/maybe-it-takes-a-village-faqs-part-3/)



[No Comments < https://westburyhoai.com/2021/10/09/maybe-it-takes-a-village-faqs-part-3/#respond>](https://westburyhoai.com/2021/10/09/maybe-it-takes-a-village-faqs-part-3/#respond)

Here are three more questions and answers.

Remember! Right now we need your questions so that we can do

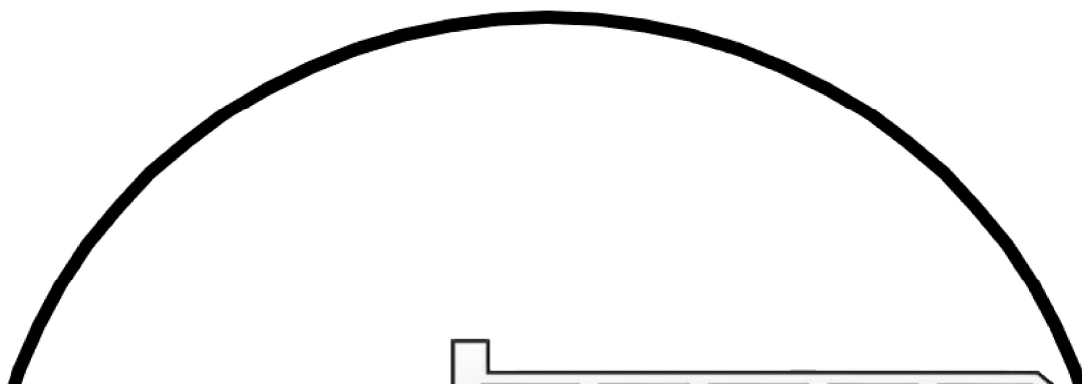
the homework and find the answers. The only way we find answers is thru discussions.

What does setting up a village entail and what are the benefits? We are looking into becoming a village to find a way to work more closely with the Town and the State so that the cost for things like plowing or possibly our leach fields can be as stable as possible. If we can get enough people to say they want to explore this option, we will ask a Municipal Law professor from

VT Law School to come speak at a board meeting and answer questions. After that we would talk with other villages to help make a budget of expenses and we would talk to the Town of Colchester to see if they would partner with us on the snow plowing. With all this information, we would figure out what amount of savings there would be and present that information back to the residents in Westbury. Before there could be a village, there would need to be a vote of all the registered voters in Westbury..

How is it decided how to set up what the village will be responsible for?

Setting up a village would entail working with the Town of Colchester to have a charter approved. The charter would define exactly what the village would be responsible for. Because the reason for exploring the idea of becoming a village is to help keep our costs stable thru partnerships, the village should only be set up for things that can be shown to save money and increase stability over time. As residents of Colchester, we hope that the Select board will see the potential that this plan can have to help improve and stabilize our community in a way that is fair and helpful for all residents in Colchester.





← Plow < https://westburyhoai.com < Win →
Project https://westburyhoai.com/2021/10/05/plow-winner-project-drawing-winner/> https://westburyhoai.com/2021/10/10/winner/> !

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Maybe It Takes A Village FAQs (part 4)



By **whai president < <https://westburyhoai.com/author/whai-president/>>**



October 15, 2021 < <https://westburyhoai.com/2021/10/15/maybe-it-takes-a-village-faqs-part-4/>>



No Comments < <https://westburyhoai.com/2021/10/15/maybe-it-takes-a-village-faqs-part-4/#respond>>

FAQ's

IF THERE WAS A COOP AND A VILLAGE, HOW OR WHAT MIGHT EACH BOARD BE RESPONSIBLE FOR?

If we form a village, the village will only be responsible for the things it is set up to do. If it was only set up to handle the roads, the coop would continue doing everything it currently does now – except the roads. The Village board would handle only the roads.

WHAT ARE THE DISADVANTAGES OF BECOMING A VILLAGE?

To form a village would take work and require us to hire some experts to make sure it is done correctly (more on this later.) Once the village is set up, there will be ongoing expenses such as insurance and costs for maintaining the roads. A disadvantage would be if the savings we are able to find from partnerships is not more than the costs.

WHAT COULD BE THE BIGGEST CHANGE BOTH POSITIVE AND NEGATIVE IF WE FORMED A VILLAGE?

Both the biggest positive and biggest negative changes to forming a village would most likely not be noticed by most of us. The biggest challenge will be the work that will need to be put into learning how to work with the State of Vermont. There are specific rules and ways of conducting business that we would need to learn and follow. We might try to make this easier by finding another village that is willing to help us and the State and the League of Cities and Towns also have programs that can help. The biggest positive result is also something that many of us won't see. By becoming a village, we will have more opportunities to partner with Colchester, other districts and the State. Their knowledge and resources could help us to remain strong in the years to come.

WHY DON'T WE JUST HIRE SOMEONE WITH A PLOW ON THEIR TRUCK WHO LIVES IN THE PARK TO PLOW OUR ROADS?

With 250 homes, over 4 ½ miles of roads and 600 residents, population wise, Westbury is larger than 50 towns in Vermont. Access to every home is necessary at all times. It is important for first responders to be able to access every home and it is essential that everyone can get out to go to work or anywhere else whenever they need to. It takes multiple operators and different kinds of plowing equipment to handle a single storm. If a plow truck breaks down, we need to know there is another one minutes away. If there is a second storm right on the heels of the first, we need to know the operators are rested enough to take care of our roads and if larger equipment is needed for that one storm, it is available.

WILL OUR LOT RENT GO DOWN IF WE BECOME A VILLAGE?

Westbury, like all communities in the State, must look to at the future to keep costs as stable as possible now and then. It is unlikely that lot rents would go down or that we would see an immediate saving. To become a village will take some effort and some funding. What we are committed to is providing a plan that will put us in a better place in the coming years by providing more options for us to consider as we maintain and improve our roads or possibly other things like our leach fields or electrical grid. We want to show where a savings can be in the coming years.

The Westbury Plow Project

WOULD FORMING A VILLAGE MEAN WE WOULD NOT BE PART OF COLCHESTER ANYMORE?

If we formed a village, we would still be part of Colchester. That would not change. A village would be a special part of Colchester that would have the opportunity to try and partner with other public entities. We could ask the Town to partner with us to plow our streets, or we could ask other public entities like the fire districts or the school district to share resources or services that they are better at providing and we would pay them for those services.

WHAT IS THE DIFFERENCE BETWEEN A COOP AND A VILLAGE?

The State considers a village a municipal entity. It is set up for the public good to assist the residents in the village but also the people in Vermont where a coop is an entity that is set up for the good of the residents only. That is why a village has “public” roads that anyone in the State can drive on and a coop has “private” roads where they could put up a gate and stop other Vermonters from using the roads.

We could also ask, In our proposed plan, what would be the difference between the WHAI coop and the village of Westbury? In Vermont, when setting up a village, the State agrees to what the village can do. This is a short

list of responsibilities called the village charter. If the village of Westbury is only responsible for the roads, it would say that in the village charter. In that case, the difference between the WHAI coop and the village of Westbury would be that the WHAI coop would not fix or plow the roads and the village of Westbury would be the entity that fixed the roads and plowed them.

(10/15th)

WESTBURY PLOW PROJECT

EVEN MORE FREQUENTLY ASKED QUESTIONS

.Why can't we just petition that our tax money should pay for plowing like it did in the past and we should get a tax deduction if it doesn't?

The town selectboard decided that by law, they can only plow public roads. Unless we find a way to make our roads public, the Town is unable to bring their plow truck into Westbury except in the case of an emergency.

Why not have plowing done as it is needed!

Not contracted for a season. That would save us money!

For safety reasons as well as to allow residents to go to work and other

places, we need to know that someone will plow us no matter what. We have chosen a contract that takes your idea into account by setting a minimum snow fall of 3 inches before we get service .

Who is paying for all this plow project merchandise, the attorney, the investigating and website fees?

The Plow Project received the merchandise and the website as donations. (That's why the website is pretty basic).

The investigating and research is being done by the volunteers on the Plow Project Team and the attorney will not charge Westbury for a consultation. This is the reason we need to find out if there is interest among the residents to consider this possibility of becoming a village.

The Plowing Project needs more people who are focused on keeping costs down and saving money. Would you be willing to volunteer 1 -2 hours a week or a month to help us? We would love to have you on board if you have the time or if not, please keep bringing us the questions.

Why isn't the attorney just coming to explain the village stuff and why does he need to know now before anyone understands it that people are interested? They may be more interested once they know what it all means.

Your question may be exactly what we are doing. Our plan is to:

1. Find out if there is interest in looking into this idea further.
2. If the residents are interested in finding out about this idea, we would ask the lawyer to give us an overview of the upside and the down side.
3. The plow project team would then do the homework by talking to other villages, the town and others so we can come up with a budget to show expenses and savings along with a plan.
4. That plan would then be presented to the residents for discussion..

But looking into this idea will take more effort by the Plow Project Team and we do not want to waste the time of the lawyer on something that the residents have no interest in.

Why can't we just offer the Town the money for plowing and not go thru the ordeal of going Village

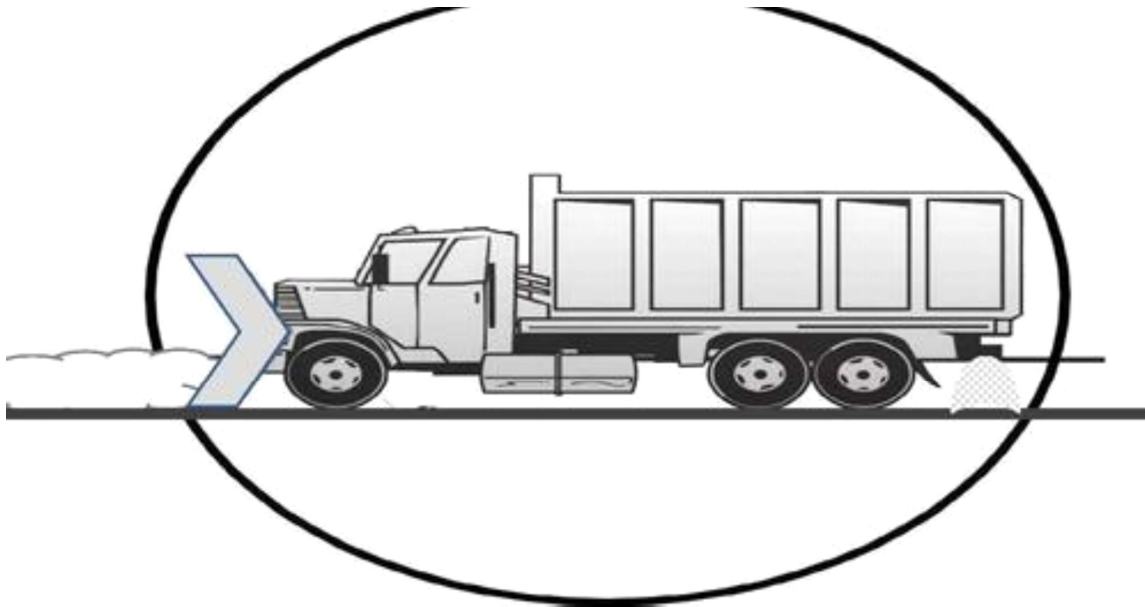
This idea was brought up to the town in 2017. The town determined it was not a matter of the cost to plow the roads but that it was against the law for them to offer services that competed with private companies for work on private property.

If we were not pursuing winter plowing would we still try to become a village?

We have very few options available to us as a private park.

The expense for everything to operate our park comes from our lot rent.

By becoming a village we become eligible for low interest loans and state grants that we are not eligible for now. It provides opportunity that we don't currently have. The money we spend on private plowing could be reallocated into our village funds to partner with districts that may provide better service with sophisticated equipment and a better rate.



**More FAQs to come... keep the questions coming!
Discussions are the only way we find solutions!**

The Village/Plow Project Team

whai.president@gmail.com

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Maybe it Takes a Village FAQs (part 5)



By [whai president](https://westburyhoai.com/author/whai-president/) < <https://westburyhoai.com/author/whai-president/>>



[October 20, 2021](https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-5/) < <https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-5/>>



[No Comments](https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-5/#respond) < <https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-5/#respond>>

HOW LONG WOULD BECOMING A VILLAGE TAKE 1 YEAR
2 YEARS 5 YEARS?

We think there are 4 steps for us if we want to consider becoming a village:

AIDD

Ask: What are the questions? (we are doing this now)

Investigate: Do the homework. Measure the advantages vs disadvantages

Discuss: Does it make sense? What are the benefits vs the costs?

Decide: If it makes sense, have a proper vote for everyone to weigh in.

That along with building a partnership with the Town and State would most likely take 1 ½ – 2 years. If we move forward to the “investigate” step we would be able to have a better idea.

[WI < NN https://westburyhoai.com/2021/10/16/winner-2/>](https://westburyhoai.com/2021/10/16/winner-2/) **[< Maybe => it Takes a Village takes-a-village-faqs-part-6/> \(part 6\)](https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-6/)**

Maybe it Takes a Village FAQs (part 6)



By **whai president < <https://westburyhoai.com/author/whai-president/>>**



October 20, 2021 < <https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-6/>>



No Comments < <https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-6/#respond>>

HOW IS IT DECIDED HOW TO SET UP WHAT THE VILLAGE WILL BE RESPONSIBLE FOR?

Setting up a village would entail working with the Town of Colchester to have a charter approved. The charter would define exactly what the village would be responsible for. Because the reason for exploring the idea of becoming a village is to help keep our costs stable thru partnerships, the village should only be set up for things that can be shown to save money and increase stability over time. As residents of Colchester, we hope that the Select board will see the potential that this plan can have to help improve

and stabilize our community in a way that is fair and helpful for all residents in Colchester.

WHAT COULD BE THE BIGGEST CHANGE BOTH POSITIVE AND NEGATIVE IF WE FORMED A VILLAGE?

Both the biggest positive and biggest negative changes to forming a village would most likely not be noticed by most of us. The biggest challenge will be the work that will need to be put into learning how to work with the State of Vermont. There are specific rules and ways of conducting business that we would need to learn and follow. We might try to make this easier by finding another village that is willing to help us and the State and the League of Cities and Towns also have programs that can help. The biggest positive result is also something that many of us won't see. By becoming a village, we will have more opportunities to partner with Colchester, other districts and the State. Their knowledge and resources could help us to remain strong in the years to come.

WHY DON'T WE JUST HIRE SOMEONE WITH A PLOW ON THEIR TRUCK WHO LIVES IN THE PARK TO PLOW OUR ROADS?

With 250 homes, over 4 ½ miles of roads and 600 residents, population wise, Westbury is larger than 50 towns in Vermont. Access to every home is necessary at all times. It is important for first responders to be able to access every home and it is essential that everyone can get out to go to work or anywhere else whenever they need to. It takes multiple operators and different kinds of plowing equipment to handle a single storm. If a plow

truck breaks down, we need to know there is another one minutes away. If there is a second storm right on the heels of the first, we need to know the operators are rested enough to take care of our roads and if larger equipment is needed for that one storm, it is available.

IF WE WERE NOT PURSUING WINTER PLOWING WOULD WE STILL TRY TO BECOME A VILLAGE?

Looking at becoming a village comes from wanting to see if there are ways a village can benefit from partnering with other municipalities like the Town, the State or other districts. As a coop, we cannot talk to these municipalities about partnering in a way that a village could. We think that taking care of our roads would be the clearest discussion to figure out. There are other areas like our water system or our wastewater system a village could be set up to do, but in Vermont it is possible to set up a village just for roads.

I LOST A DEDUCTION ON MY TAXES BECAUSE WHEN WE BECAME A COOP I COULD NO LONGER USE THE LC 142 FORM. WILL BECOMING A VILLAGE MAKE ME LOOSE MORE MONEY ON MY TAXES?

The LC 142 form seems to be connected to either landlord or renter taxes so this question may take more research which doesn't seem to be connected to creating a village but we need to get to the bottom of this. Can you reach out to Gayle Pezzo directly to discuss your specific situation and we can try to find you an answer specifically? Then with your permission we could post a general answer here?

[← Maybe it Takes a Village FAQs \(part 5\) < https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-5/>](https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-5/)

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Maybe It Takes a Village FAQs (part 7)



By [whai president < https://westburyhoai.com/author/whai-president/>](https://westburyhoai.com/author/whai-president/)



[October 22, 2021 < https://westburyhoai.com/2021/10/22/maybe-it-takes-a-village-faqs-part-7/>](https://westburyhoai.com/2021/10/22/maybe-it-takes-a-village-faqs-part-7/)



[No Comments < https://westburyhoai.com/2021/10/22/maybe-it-takes-a-village-faqs-part-7/#respond >](https://westburyhoai.com/2021/10/22/maybe-it-takes-a-village-faqs-part-7/#respond)

More and More FAQs

10/21

28. WOULD ANY OF OUR PERSONAL PROPERTY TAX EVER BE USED FOR OUR VILLAGE NEEDS?

The personal property tax that we all pay to the Town would still be paid to the Town. That would not change. What we want to look into is if the part of the lot rent we pay to the coop for the roads was paid to the village would we be able to accomplish more. We call this the same pants different pockets idea: instead of putting the road money into the coop pocket, we would put it into the village pocket.

29. WOULD WE REMAIN WESTBURY HOMEOWNERS ASSOCIATION, INC (WHA) AND ALSO BE WESTBURY VILLAGE OR WESTBURY VILLAGE IN WHAI IN THE TOWN OF COLCHESTER OR THE WHAI IN THE VILLAGE OF WESTBURY IN THE TOWN OF COLCHESTER OR SOMETHING ELSE?

I think my head is spinning from all of that but it is a very good question. WHAI and the village would have the same geographical footprint. WHAI would be a coop in the Village of Westbury and they would both be in the Town of Colchester.

30. I'D LIKE TO SEE ALL THE DOCUMENTATION WHERE ALL THIS DATA WAS COLLECTED. WHERE MIGHT I FIND IT?

Is there specific data you are asking about? The important data needed to have a conversation about this idea is what we are looking to gather if there is support to do so. The information provided in the FAQs and the videos come from many sources. Some of it comes from Town documents created when the selectboard was researching and making their plowing policy.

Other information is from the Vermont Statutes which can be found here:

<https://legislature.vermont.gov/statutes/> <

<https://legislature.vermont.gov/statutes>

[/?fbclid=IwAR3IiFhmbsQAeFLKaaHPgoRmB_DpVpExpjYivppa5r](https://legislature.vermont.gov/statutes/?fbclid=IwAR3IiFhmbsQAeFLKaaHPgoRmB_DpVpExpjYivppa5r)

[XrSbSe2gtA6ncM4Pc](https://legislature.vermont.gov/statutes/?fbclid=IwAR3IiFhmbsQAeFLKaaHPgoRmB_DpVpExpjYivppa5r)>

There are also sources such as the VT Dept of Taxes, Colchester School District meetings, and reporting from The

Colchester Sun. We need someone like you that appreciates the value of

data? If you are a fan of data and documentation, we could use your help 1 –

2 hrs a week or 1 – 2 hrs a month.

//

[← Maybe < it Takes a Village FAQs \(part 6\)](#) <https://westburyhoai.com/2021/10/20/maybe-it-takes-a-village-faqs-part-6/> [< Welcome to the neighborhood!](#) <https://westburyhoai.com/2021/10/25/welcome-to-the-neighborhood-4/> [→](#)

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Maybe it Takes a Village Attorney Presentation October 28,2021



By **whai president < <https://westburyhoai.com/author/whai-president/>>**



November 13, 2021 < <https://westburyhoai.com/2021/11/13/maybe-it-takes-a-village-attorney-presentation-october-282021/>>



No Comments < <https://westburyhoai.com/2021/11/13/maybe-it-takes-a-village-attorney-presentation-october-282021/#respond>>

Presentation Recap – Steve Coteus Municipal Law Professor at Vermont Law School

Over the past 8 weeks we have reached out to find out if the residents are interested in investigating what it might mean to form a village. Of the 162 homeowners that responded, 160 said they would like to know more. Many of you gave us specific questions for us to find answers to.

Two residents said they were not interested or gave us a very strong NO!

Everyone's voice needs to be heard and perhaps the two homeowners who already oppose this idea will be our best critics.

To begin our investigation (Ask, Investigate, Discuss, Decide) we asked Steve Coteus, a municipal law professor from VT Law School to come give us a presentation on what it means to form a village.

Can a village be as small as something just responsible for the roads and nothing else or what other things like electrical or septic might be good to investigate.

Below is a summary of his remarks followed by answers to questions that the board members, CDI, CVOEO and Westbury homeowners asked.

What it means to form a village:

It has been almost 100 years since a village was formed in Vermont.

In the early 20th century residents in certain areas formed villages in an organized way because they did not feel they were receiving services that they should be receiving.

This is what appears to be driving Westbury's exploration of becoming a village.

A Village is a type of municipal entity like a town, city, school district or fire district that is a democratically run unit governed by officials elected by the residents. It is a not for profit entity form of government not beholden to the governor like the state agencies are.

Villages are governed by statutes and charter that gives the village responsibilities to elect the representatives that attend to day to day business.

Village voters set a budget according to the statutory procedures. It is subject to open meeting laws & public records act and collects property taxes to raise funds for operating the village day to day operations.

The benefits of creating a village are becoming eligible for low interest loans through Vermont Bond Bank that could be used toward our roads, equipment, new infrastructure etc., low cost property casualty insurance and workers comp through the Vermont league of cities and towns, grants through the state as well as allowing the village to be able to enter into other cooperative municipal agreements with other municipalities such as the town of Colchester etc. to share services or equipment.

A village must abide by state statute, its charter, and the US and state Constitutions.

It needs to be approved by the legislature.

There are a number of steps that it takes in creating a village.

Over the next few weeks, we will see how best to investigate this idea of becoming a village and where to find the answers to other questions the residents are asking. From listening to Steve Coteus, the idea of forming a village may help us to bring our community closer together as we find the best solutions for services like winter

plowing, road maintenance, water and wastewater or other infrastructure issues.

Q&A's to follow

Thanks for your interest The village project team

← October 2021 Recap p < https://westburyhoai.com /2021/11/01/october-2021-recap/> > < Maybe it → https://westburyhoai.com /2021/11/14/maybe-it-takes-a-village-municipal-attorney-Q-and-A's (1 thru 5) >

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Westbury Village Project 3/28/22



By **whai president < <https://westburyhoai.com/author/whai-president/>>**



March 28, 2022 < <https://westburyhoai.com/2022/03/28/westbury-village-project-3-28-22/>>



No Comments < <https://westburyhoai.com/2022/03/28/westbury-village-project-3-28-22/#respond>>

There is a good question that has come up often which we should talk about now and every step of the way during the village discussion: “Will my lot rent or town taxes go up if we form a village?” Right now, there are two buckets residents of Westbury pay into. We all pay personal taxes into the Town/tax “bucket” and we pay lot rent into the Co-op/lot rent “bucket”. The Town/tax bucket pays for schools, police, town roads and other services provided by the Town. The bucket for your personal Town taxes are 100% separate from the Co-op/lot rent bucket. Becoming a village or not becoming a village has absolutely no effect on what each of us has to pay into the Town/tax bucket. The Lot Rent goes in the Co-op/lot rent bucket. It is how we pay for things like the water we use, the repairs to the leach

fields and the property taxes the co-op pays to the town. Some of the money each of us puts in the lot rent / co-op bucket goes to plowing of our roads because the co-op owns all the roads and must maintain them. Lot rent is based on the expenses we have to keep the park running. If our water costs or our leach field repair costs go up, the lot rent must go up to cover those costs. If we form a village, it must be able to help stabilize our expenses or save us money. So how can it do that? For an example, the Town of Colchester cannot plow our streets if they belong to the co-op. So the co-op uses money from the co-op/lot rent bucket to hire a company to plow our streets. If the streets belonged to the village, it would be legal for the Town to plow our streets and if the village had a partnered fee for service partnership with them, it should be fair for all residents of Colchester. This is not a guarantee, but it addresses many of the concerns in the Selectboard Winter maintenance policy. If a partnership with the Town cost anywhere near what they estimated plowing of our roads cost in 2018, there would be enough money to pay for any additional costs of a simple municipal village. Where would the village get the money to pay the Town for plowing the roads? The money that we all now put into the co-op/lot rent bucket for plowing would be put into a new "bucket" called Village/snow plow tax. We would need to show and prove that it was equal to or less than what we all currently put into the co-op/lot rent bucket for plowing. This could be done by showing everyone how much is spent on plowing thru the co-op and how much would be spent to have a village that could do it. A village can be set up to do lots of things. When we all talk about what things we want to ask the State to put in our Charter, we will not be interested in things that cost more money. We are interested in the things that we currently pay a premium for because although we all purchased the park together, the law says we are not yet "public." Becoming a village would give us the opportunity to change that for the specific things that are listed in our village charter.

Questions are welcome and appreciated!

The Village Project Team

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Aaron Frank

From: president whai <whai.president@gmail.com>
Sent: Thursday, April 21, 2022 5:56 PM
To: Aaron Frank
Subject: Westbury Village Project

Warning: This email came from an outside source. It is not internal Town of Colchester email.

Dear Aaron,

Following up my note from earlier this week, below are thoughts to address the questions you laid out. They are by no means exhaustive and as we continue with our research, we learn more and more to add to the discussion.

Before responding to the questions, we would like to define three terms as they are used in this note (except for where they are in your questions in red text)

Westbury – a geographical reference to the part of Colchester that was formally run as a mobile home park by David and Betty Atkins.

Cooperative (Co-op) – The non-profit entity which is known as Westbury Homeowners Association (WHAI) or Westbury Mobile Home Community

Village – a proposed municipal sub-unit of the Town of Colchester encompassing the lands defined as Westbury.

We have circulated the questions and the answers. Below are the best responses we have at this point in the process:

· **The reasons why Westbury Home Owners Association (Westbury) wishes to become a municipal entity?**

To try and clarify any confusion, Westbury Homeowners Association (Co-op) does not wish to become a municipal entity. The Co-op is interested in finding a way for certain services it currently provides and some infrastructure that it currently manages to be offered publically to Colchester residents who live in Westbury.

The services and infrastructure we are discussing would be some sub-set of services and infrastructure that other incorporated villages in Vermont manage within their municipalities.

The Co-op has no intention of dissolving or changing its structure or status.

We believe the formation of a Village in Westbury could only be done by Colchester residents who live in Westbury, the Town of Colchester and the Vermont Legislature.

· **Specifically what services or infrastructure Westbury believes will benefit them financially or otherwise by making private not-for-profit assets or services public and municipal?**

The reason for using our definitions above is to make clear this is not about financial benefit for the co-op or any private entity. This is specifically about providing public services for residents of Colchester that the Town does not or cannot provide to the Colchester residents that live in Westbury.

To successfully research and execute a solution will take many people from within and outside of Westbury working together. We have begun the process of gathering information from municipalities, advisors, State agencies, and members of Vermont's delegation, all to better understand the questions we face in this

process. Now, as we look for answers to those questions, we are asking you, our Selectboard, to assist us with your understanding of municipal operations and how addressing these issues for the residents of Colchester living in Westbury can be done in a way that supports the common good for all Colchester residents. This assistance would be to:

- Review the Town's plans for providing or not providing services in our part of Town that residents of Westbury have relied on while the park was run as a for-profit business.
- Determine what public options exist from the Town itself without the formation of an incorporated village.
- Pursue the incorporation of a village by the residents of Westbury for services the Town cannot provide.
- Establish a partnership between the Village and the Town to provide public services to the residents of Colchester living in Westbury that are provided to other residents in Colchester that are part of the public good.

As we sift through the rights and responsibilities of other villages throughout Vermont, the four areas of interest we have found are: Power, Water, Roads and Wastewater.

· What are the purpose, goals and expectations of Westbury in its desire to create a municipal village?

As Colchester residents living in Westbury we have worked hard to keep our community intact, 10 VSA 6242 set that in motion. The purpose of this project is to complete the transformation to a public neighborhood.

Our goal is to create opportunities where the Town has the ability to support its residents living in Westbury in ways that the Town is currently unable to. Part of what we are asking for in our request for participation by a Selectboard member or Staff person in this project is to define what that partnership may (or may not) look like if private ownership of infrastructure is not in the equation.

Our expectations are that this will be hard work. We have reached out to incorporated villages and small towns around Vermont and quite frankly admire the dedication, commitment and responsibility public employees around the State have in support of their communities.

Although it is not an expectation, we hope that the Board will see our desire to finish Westbury's transformation to a public neighborhood as following the rules, working within the system and respecting the Town's desire to be lawful and fair.

Once again, I would like to thank you and the Board for giving us the opportunity to present these thoughts to help you with your deliberations regarding our request for assistance.

Sincerely,
~ Gayle

*President
Westbury Homeowners Association, Inc.
289 Coventry Road, Colchester, VT 05446*

This Mailbox is used to send information to Westbury Homeowners Association, Inc. Residents. Please contact PMA at 802-860-3315 if you have questions or require assistance.

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Westbury Homeowners Association, Inc.

289 Coventry Road

Colchester, VT 05446

April 12, 2022

Colchester Selectboard

Town of Colchester, Vermont

Ladies and Gentlemen,

Please accept this letter as a formal request.

In 2018, 10 VSA 6242 allowed us to compete for ownership of our neighborhood. We were successful in keeping our community intact by forming a democratically run, non-profit cooperative and purchasing the park with the help of CDI and ROC.

At this point, we need to complete our transformation to become a public neighborhood.

Although it has been over 70 years since the creation of an incorporated village in Vermont, the concept of a village municipality set out by the Vermont Legislature and the process defined in Vermont statutes seem to fit remarkably in line with our unique situation. It is humbling for me to acknowledge how sometimes we forget how smart our predecessors were.

The residents of Westbury are in consideration of forming an incorporated village for the purpose of obtaining specific rights and accepting responsibilities not currently possible in our relationship with the Town because we are a non-profit cooperative.

As Colchester residents, it is important to us that any change we make as residents of Westbury should also help all residents of Colchester where possible.

We have compiled research for our discussions including those with the Town Manager and Selectboard members which has led us to this point. In January we reached out to begin a conversation with the Town, specifically about how best to take some of our services and infrastructure public. From Aaron's responses and suggestions, we are presenting to you this request for consideration.

What we are asking for you to consider:

Over the next month, we will be building the model for the village.

We request for our project, one Selectboard member or staff member to provide 15 hours of technical assistance (or more if you see additional benefit) between now and June 1st.

Their participation would be via email, phone or video conference.

Their involvement would be to represent the Town Staff and the Selectboard's interests in helping us create a municipal sub-unit that has maximum value for all residents of Colchester as well as for the residents of Westbury.

This collaboration, enhanced by the Town's considerable knowledge of municipal operations could result in possible advantages for the Town as well as for Westbury.

In good faith we are looking to build a partnership and we recognize that as citizens of Colchester, with the Town, we can find ways that support the common good.

Sincerely, 
Gayle Pezzo, President

Westbury Homeowners, Association

Discussions are the only way we find Solutions!



781 Blakely Road • Colchester, Vermont • 05446 • 802.264.5500

www.colchestervt.gov

March 31, 2022

Gayle Pezzo, President
Westbury Homeowners Association
289 Coventry Rd.
Colchester, VT 05446

Re: Westbury Homeowners Association Request to Transfer Infrastructure to the Town of Colchester or a Municipal Entity

Dear Gayle:


I am following up on our correspondence earlier this month regarding the Westbury Homeowners Association (WHOA) request of the Town of Colchester (Town). The request of WHOA is not entirely clear but based on past correspondence and past meetings with me and some members of the past and current Selectboard, I generally understand it to be a request to transfer infrastructure or responsibility for service provision from WHOA to the Town or a municipal entity. Taking on ownership of, or responsibility for maintenance of property or infrastructure, as WHOA has requested, would be a complex process.

Without knowing what WHOA is proposing, I cannot offer a clear path to proceed. There are a few means for you to share ideas with the Selectboard. You are welcome to appear at a Colchester Selectboard meeting to address the Selectboard under the "Citizens to Be Heard" portion of their meeting. Alternatively, you may choose to send a note, up to 1,000 words, to TownManager@colchestervt.gov with "Citizens to be Heard" in the Subject, and your name and address in the body of the email. The email will be shared with the entire Selectboard prior to the meeting and included in the information packet at the next meeting (as the information packet for the current meeting is sent out along with the agenda)." You are also welcome to reach out to Selectboard members individually. Their information is available at: <https://www.colchestervt.gov/401/Selectboard>.

Once the Selectboard becomes aware of the nature of the WHOA proposal, it would be at the Selectboard's discretion to request, consider and or evaluate a formal proposal.

Given the complex nature of what you seem to be requesting, I suggest you put a specific request in writing.

Regards,


Aaron Frank
Town Manager

cc: Pam Loranger, Colchester Selectboard

Aaron Frank

From: president whai <whai.president@gmail.com>
Sent: Monday, March 21, 2022 1:38 PM
To: Aaron Frank
Subject: Westbury

Warning: This email came from an outside source. It is not internal Town of Colchester email.

Westbury Homeowners Association, Inc.

289 Coventry Road

Colchester, VT 05446

March 21, 2022

Aaron Frank

Town Manager

Colchester, Vermont

Dear Aaron:

Thank you for the reply. I need to begin by saying congratulations on your efforts with all the proposals presented at Town Meeting and the positive response of the voters supporting the budget and the sewer project.

Acknowledgement of our progress is appreciated and helpful at times like these when we have much to do and much on the line.

Your comment that: taking private services public is confusing from a local government perspective seems to be what we have found as well. In researching Vermont's history we have come across a number of situations where public utilities have even gone the other way and been taken private which only adds to the complexity of any discussion.

Westbury is not looking for a handout. We are looking to build a partnership and for recognition that as citizens of Colchester, with the Town, we can find ways that support the common good.

In 2018, 10 VSA 6242 helped save our community, for that we will always be grateful to the Vermont Legislature. However, having to compete dollar for dollar with real estate developers to keep our neighborhood intact has created a challenge.

Understanding Dillon's Rule, we have been able to have community conversations to reduce confusion about the Selectboard's Winter Maintenance policy. In addition to the newsletter article you reviewed, some kids make us a youtube video using article as the script: <https://www.youtube.com/watch?v=NMXS222isDw> from the two, we have had lively but positive discussions.

Together, 10 VSA 6242 and Dillon's Rule have left us as citizens of Colchester who are no longer tenants of a private business but without some of the resources and expertise of the public sector.

As you stated in your last letter: There are many municipalities working to support residents of Colchester. The Town of Colchester, Fire District #3 and even the Tri-town sewer committee of Essex, Essex Jct and Williston along with others, all work to support the citizens of Colchester.

Here in Westbury when we begin a conversation about shared community or collective responsibility we always begin knowing residents of Westbury are first residents of the Town of Colchester.

To follow your lead, we would like to update and engage the Selectboard on our planning process at a Selectboard meeting. The cost of our attorney coming from central Vermont is one we would want to anticipate ahead of time. We would like to request a place on the April 12th agenda to do just that.

Sincerely,

Gayle Pezzo, President

Westbury Homeowners, Association

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*President
Westbury Homeowners Association, Inc.
289 Coventry Road, Colchester, VT 05446*

This Mailbox is used to send information to Westbury Homeowners Association, Inc. Residents.
Please contact PMA at 802-860-3315 if you have questions or require assistance.

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March 21, 2022

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Town Manager

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781 Blakely Road • PO Box 55 • Colchester, Vermont • 05446 • 802.264.5500

www.colchestervt.gov

March 10, 2022

Gayle Pezzo, President
Westbury Homeowners Association
289 Coventry Rd.
Colchester, VT 05446

Dear Gayle,

I appreciate your update on Westbury Homeowners Association. Your group has accomplished a lot since purchasing Westbury Park. There is a strong sense of community group responsibility, and concern for the future. Here are answers to your questions about transfer or infrastructure, fire districts, sewers and the town attorney.

The conclusion noted in your letter “to transfer some of Westbury’s infrastructure from our private entity to a municipal entity,” is confusing from a local government perspective. If this was generally possible, residents and businesses would be doing this constantly as it would transfer a private financial responsibility to a public one.

There are two fire districts in the Town of Colchester. However, they are independent of the Town of Colchester and the Town is not involved in their finance, operations or governance. The Town would not be an information source for them.

The Town of Colchester does not own, operate or maintain the sewer systems on the property owned by Saint Michael’s College or in Fort Ethan Allen and would not be a source of information on them.

At this point, I do not see a reason to engage the Town’s attorney, which would be at the Town’s expense and a cost borne by all the taxpayers. But you are welcome to engage the Selectboard, via a letter or at Citizens to be Heard.

Much good is being done at Westbury in terms of community building and collective responsibility.

Sincerely,

Aaron Frank
Town Manager

Westbury Homeowners Association, Inc.

289 Coventry Road

Colchester, VT 05446

January 18, 2022

Mr. Aaron Frank

Town Manager

Town of Colchester

781 Blakely Road

Colchester, VT 05446

Westbury Update

Dear Aaron:

In sitting down to write you this letter, it is hard to believe that it has been over a year since we last corresponded. Covid has definitely kept us busy, but I must acknowledge day-to-day activities and work on our ten-year plan have been as much to blame. 10 VSA 6242 was a godsend for us; and strategizing best next steps since the purchase of the park has kept us busy.

As we begin 2022, I want to repeat that for the Co-op, your ideas have sparked good discussion.

Your emphasis on Dillon's Rule and the Selectboard's winter maintenance policy have been very helpful in keeping us focused. We started a "Solutions through Discussions" process last year. From the residents, registered voters, and co-op members we received a lot of constructive questions and support for tackling the important issues to help with our long range goals. From these discussions we

have concluded that it is important to transfer some of Westbury's infrastructure from our private entity to a municipal entity. The question is, how best to do this.

When we left off our conversation last year, Westbury was interested in the fire district concept as a possible solution. Since Colchester has such districts, it would be familiar with the idea.

Remembering your reference to Dillon's Rule and learning that there is only one fire district in Vermont that can plow and manage roads (and these roads are still private) we began to understand the need for our community infrastructure to become public.

For us to continue our research, is it possible to get access to information on the Town's sewer system at St. Michaels and in Fort Ethan Allen?

Additionally, would it be possible for our project's legal advisor to have a conversation with the Town's attorney to help us better understand where to begin an official conversation with the Selectboard? We would like to put our best foot forward.

Thank you again for your efforts to help the residents of Colchester here in Westbury. I hope this past year has been manageable for you and your team.

Sincerely,



Gayle Pezzo, President

Westbury Homeowners Association

CC Pam Loranger