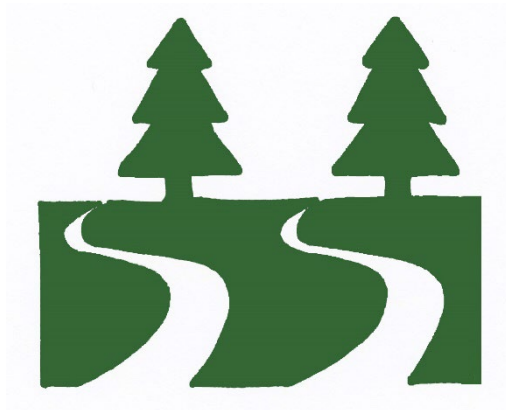


May  
2022

# Dos Pinos Housing Cooperative Members' Handbook



Dos Pinos Housing Cooperative  
2550 Sycamore Lane  
Davis, CA 95616  
530 758-2550  
[dospinosdavis.org](http://dospinosdavis.org)

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# **Dos Pinos Housing Cooperative**

## **Vision Statement**

(Adopted 7/12/00)



Dos Pinos Limited Equity Housing Cooperative is a community dedicated to creating a secure, trusting, respectful, extended family environment. We show our accountability and responsibility by governing our community through a representative democracy as well as by contributing our efforts in service.

Our vision incorporates our Community Affirmations. They were developed to describe the best of our individual experiences as part of something larger and to give direction to where we're going together.

Our Community Affirmations are:

1. Continuity – Historical rootedness
2. Our Diverse Rainbow – We seek to represent the larger world
3. Social Glue – Bonded with common values and shared interests
4. Feeling of Ownership – Partners in economic community
5. Participation – Service to the functioning of our community

Our vision defines our interest for bringing forward the positive aspects of community that we enjoy today as we grow into a better future together.

A462597

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

**CERTIFICATE OF AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
DOS PINOS HOUSING COOPERATIVE, INC.**

JUN 6 1995

*Bill Jones*  
BILL JONES, Secretary of State

Kayleen S. Kott and Rebecca A. Parker certify

1. That they are the president and secretary, respectively, of Dos Pinos Housing Cooperative, Inc., a California nonprofit public benefit corporation (the "Corporation"); and
2. That at a duly held meeting of the Board of Directors of the Corporation on May 25, 1995, the Board adopted the following resolution.

RESOLVED, that the Articles of Incorporation of this Corporation are amended and restated as hereby adopted by the Board of Directors and as approved by the members:

**ARTICLE I: NAME**

The name of this corporation is DOS PINOS HOUSING COOPERATIVE, INC.

**ARTICLE II: PURPOSE**

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public or charitable purposes as a limited equity housing cooperative pursuant to Health and Safety Code Section 33007.5.

The specific purposes are:

1. To provide housing on a limited equity cooperative basis for the benefit of the membership who shall be the residents of the housing.
2. To operate, maintain, and improve, and to buy, sell, convey, assign, mortgage, or lease any real estate and personal property necessary or incident to the provision of such housing with assistance from federal, state, and local housing loan and grant programs, or such other sources as may be available and in accordance with the provisions of any federal, state, or local laws prohibiting discrimination in housing on any basis.
3. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien.

**ARTICLE III: NONPROFIT**

The property of this Corporation is irrevocably dedicated to the development of limited equity cooperative housing and no part of the net income or assets of this Corporation shall ever accrue to the benefit of any director, officer, or member thereof or to the benefit of any private person except the Limited Equity as stated in the Bylaws. Upon dissolution or winding up of the corporation, its assets remaining after payment of all debts and liabilities of this Corporation shall be distributed to a public agency or a nonprofit fund, foundation, or corporation which is organized and operated exclusively for public purposes and which is organized and operated exclusively for public purposes and which will establish its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

#### ARTICLE IV: AMENDMENTS

Amendment of these Articles shall require the vote or written consent of members representing 66-2/3% of the current members of the Corporation.

#### ARTICLE V: COUNTY OF PRINCIPAL OFFICE

The principal office for the transaction of the business of the Corporation is located in Yolo County, in the State of California..

#### CERTIFICATE

The members of the Corporation adopted and approved these Amended and Restated Articles of Incorporation by the required vote of members as prescribed by the Corporation Code of the State of California.

The number of memberships entitled to vote on the amendment is sixty (60) memberships.

The number of memberships voting in favor of the amendment was 48 or 80 percent of the members which exceeded the required vote of more than 66 2/3 % of the current membership in accordance with Section 5812 of the Corporation Code of the State of California.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment on June 4, 19 95.

Kayleen S. Kott  
Kayleen S. Kott, President  
Rebecca A. Parker  
Rebecca A. Parker, Secretary

#### DECLARATION

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing Certificate of Amended and Restated Articles of Incorporation are true of his or her own knowledge and that this declaration was executed on June 4, 19 95, at Del Oro, California.

Kayleen S. Kott  
Kayleen S. Kott, President  
Rebecca A. Parker  
Rebecca A. Parker, Secretary

# **Dos Pinos Housing Cooperative, Inc.**

## **BYLAWS**

(amended 2/19/2013)

### **ARTICLE 1: NAME AND LOCATION**

**1.1** The name of this corporation is DOS PINOS HOUSING COOPERATIVE, INC., a California nonprofit public benefit Corporation, organized as a limited equity housing cooperative under California Civil Code Section 817 (the "Corporation").

The principal office of the Corporation is located at 2550 Sycamore Lane; Davis, California 95616-5901. The Board of Directors ("Board") may change the principal office from one location to another in Yolo County. Any such change shall be noted by the Secretary in the space provided below, but shall not be considered an amendment to these Bylaws.

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### **ARTICLE 2: OBJECTIVES AND PURPOSES**

**2.1 Objective.** This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes as a limited equity cooperative pursuant to California Civil Code Section 817.

**2.2 Purpose.** The purpose of the corporation shall be to provide its Members with housing and related facilities on a nonprofit, limited equity basis consistent with the provisions set forth in its Articles of Incorporation ("Articles") and these Bylaws.

### **ARTICLE 3: MEMBERSHIP**

**3.1 Eligibility.** Any natural person approved by the Board shall be eligible to purchase a Membership in the Corporation ("Share"), provided that he/she executes a Membership Agreement and an Occupancy Agreement in the usual form employed by the Corporation, covering a specific unit in the housing cooperative.

There shall be one class of Members of the Corporation and the rights, powers, and privileges of all Members shall be equal, based on one voting privilege per share. No individual shall be eligible to own more than one share.

**3.2 Application for a Share.** The Application Procedure shall be as follows:

- a. Application for Share shall be submitted on a form prescribed by the Board. There shall be a minimum non-refundable fee to place a person's name on the waiting list and to pay for a credit check. The fee shall be determined from time to time by the Board, but it must reflect reasonable administrative and credit check costs.
- b. New Member applications shall be given to an agent of the Board to perform credit checks.
- c. The Board or its designated Members shall interview the prospective applicants.
- d. The Board shall evaluate the results of the credit check and applicant interview and vote to accept or reject the new application. There shall be no discrimination on the basis of race, creed, color, national origin, religion, sex or sexual orientation.
- e. The Board shall notify the applicant in writing of its decision.
- f. If no Share is available, the Board shall notify the applicant and place the applicant's name on the waiting list.
- g. When a Share becomes available, the Board shall review current applications and approve an applicant for that share ownership. First priority is given to existing resident Members who wish to purchase a Share for a different unit within the limited equity housing cooperative. Second priority is given to previous Members who wish to purchase a share. However, Members shall not be permitted to own more than one Share in the Corporation. If two or more Members desire the same unit, the Board shall give priority to the Member whose notification was first received by the Board. New applicants' priority will be determined by their place on the waiting list.
- h. The successful applicant will be notified and must sign and return the Membership Agreement and the initial portion of the Membership fee.
- i. The Board shall establish and maintain a Member Selection Policy that will include the above provisions as well as any provisions that may be required by local, state or federal fair housing laws or may be deemed necessary by the Board.

**3.3 Membership Fee.** The Share, as determined by the Board, shall be paid for in two parts: a deposit shall be paid at the time the applicant submits the signed Membership Agreement to the Board; and the remaining part shall be paid as determined by the Board, provided that full payment must occur prior to occupying the unit or signing the Occupancy Agreement.

**3.4 Title to a Share.** Title to a Share shall be acquired and held in the name of the Member in any manner recognized under California law. The name(s) in which title is to be held shall appear on the Certificate.

A Share Certificate may be held by more than one person as Joint Tenants or as Tenants-in-Common. Individuals desiring to hold a Share Certificate as Tenants-in-Common must execute a Co-Tenancy Agreement prescribed by the Board.

**3.5 Issuance of Certificates.** A single Certificate shall be issued by the Board for occupancy in the cooperative unit specified in the Occupancy Agreement. The Certificate shall be issued after the Occupancy Agreement has been signed and the entire amount of the Share has been paid.

**3.6 Membership Certificates.** Each Share Certificate shall state:

- a. That the Corporation is organized under the non-profit Public Benefit Corporation Law of the State of California as a limited equity housing cooperative in accordance with the provisions of California Civil Code Section 817.
- b. The names of the registered owner or holders of the Share Certificate represented thereby,
- c. The Corporation lien rights as against such Share as set forth in this Article, and the preferences and restrictions applicable thereto, and
- d. The Share certificate shall be in such form as shall be approved by the Board.

Share Certificates shall be consecutively numbered, and shall be issued upon certification by the Corporation's Chief Financial Officer or designate that full payment of all charges and costs has been made. Every Share Certificate shall be signed by the President or Vice President, and the Secretary.

**3.7 Lost Certificate.** The Member claiming that a Share Certificate has been lost, stolen, destroyed or mutilated shall: (1) make an affidavit to that effect, and (2) request the Board to declare the former Certificate null and void. Then the Board will issue a replacement Share Certificate.

When authorizing such issuance of a new Certificate the Board may, at its discretion, and as a condition of the issuance thereof, require the registered owner of such lost or destroyed Certificate or a legal representative, to advertise the same in such manner as the Board shall require and to give the Corporation a bond in such sum as the Board may require as indemnity against any claim that may be made against the Corporation.

**3.8 Lien.** The Corporation shall have a lien on the Share in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever, including any sums due under the Occupancy Agreement. If a Member becomes delinquent in payments, the Corporation at its discretion may initiate the termination of Membership pursuant to Section 3.12.

**3.9 Subleasing of Units.** A unit may be subleased only with prior Board approval, at a rental rate approved by the Board for a maximum term as set by the Board.

**3.10 Transfer of Shares.** Shares shall not be transferred except as provided below. No transfer of Shares shall be made upon the books of the Corporation within 10 days prior to the annual Membership meeting. In all transfers of Shares, the Corporation shall be entitled to a fee that the Board deems appropriate to reasonably compensate the corporation for processing the transfer.

Shares shall be transferred in one of the following ways:

- a. Option of Corporation to Purchase. If the Member desires to leave the housing cooperative, he/she shall notify the Corporation in writing at least 60 days prior to the date upon which he/she intends to transfer a Share. The Corporation shall have an option for a period of 15 days after written notification to inform the withdrawing Member that it has elected to purchase the Share, together with all of the Member's



rights with respect to his/her unit at an amount as defined in paragraph 3.11 of this section. The transfer value shall be less any amounts owed by the Member to the Corporation under the Occupancy Agreement, and less the cost given in writing to the withdrawing Member, of all the repairs and replacements deemed necessary by the Corporation to place the unit in suitable condition for another occupant. The purchase by the Corporation of the Share will immediately terminate the Member's rights. The final \$500.00 of the payment to the withdrawing Member shall be paid promptly after the unit has been vacated and the Board or its agent determines that no additional repairs have to be made to the unit.

- b. Procedure Where Corporation Does Not Exercise Option. Prior to the expiration of the 15-day option period in which the Corporation may purchase the Share, the Corporation may waive in writing such 15-day option right. If the Corporation has not exercised its option to purchase within said 15-day period, or has waived in writing its right to purchase, the Member may immediately after such waiver sell his/her Share, for an amount no greater than that derived from the formula described in Section 3.11, to any person who has been approved by the Corporation.
- c. Sales Assistance By Corporation. If the Corporation has not exercised its option to purchase within said 15-day period or has waived its rights to purchase the Share, the Corporation may agree at the request of the Member to assist the Member in finding a purchaser. The Corporation shall be entitled to charge the Member a fee it deems reasonable for this service, separate from the transfer fee. When the purchaser has been approved for Share ownership and has executed the prescribed Occupancy Agreement, the departing Member shall be released of his/her obligations under the Occupancy Agreement, provided all amounts due the Corporation to date have been paid.
- d. Death of Member. Upon the death of a Member, the Member's estate shall not succeed to any rights of Membership. Any surviving joint tenant shall have sole authority to exercise Membership rights of the Share. Upon the death of any Member, except where there is a surviving joint tenant Member, the Corporation shall purchase the Share from the deceased Member's estate together with all of the Member's rights with respect to the unit as to which said Member had rights of exclusive occupancy. The purchase shall be in the manner and for the transfer value set forth and defined in paragraph 3.11 of this section, within 30 days of the death of the Member.

**3.11 Transfer Value: Share Equity.** The term "transfer value" shall mean no more than the sum of the following:

- a. The consideration paid for the Share by the first occupant of the unit involved as shown on the books of the Corporation.
- b. The value, as determined by the Board of Directors of the Corporation, of any permanent improvements installed at the expense of the Member according to the policy determined by the Board.
- c. Accumulated interest upon the Share at a rate equal to the prime rate as reported by the *Wall Street Journal* on January 1<sup>st</sup> of that year, but not to exceed 10 percent per annum compounded annually. In no event shall the rate be greater than authorized for a limited equity cooperative under California Civil Code Section 817.

**3.12 Termination of Membership for Cause or Sanctions for Cause.** If the Board determines in good faith that there is cause for termination of a Share ownership or the imposition of sanctions for violation of provisions of the Bylaws, Occupancy Agreement, Community Rules or Membership Agreement duly adopted by the Corporation, or other operating document, the Board or proper officer shall provide the affected Member at least 15 days' prior written notice of intention to terminate a Share ownership or impose sanctions. The Member shall be given an opportunity to be heard, orally or in writing, not less than five (5) days before the effective date of termination or the imposition of sanctions. Any such notice shall be given by a method reasonably calculated to provide actual notice. Any notice given by mail must be first class or certified mail to the last known address of the Member.

If the Corporation has terminated the rights of a Member for cause under the Occupancy Agreement, the Member shall be required to deliver promptly to the Corporation his/her Membership Certificate and Occupancy Agreement, both endorsed in such manner as may be required by the Corporation. The Corporation shall either (1) repurchase said Membership by paying to said Member the Transfer Value as set forth and defined in Section 3.11 hereof, less the sums set forth in this section below; or (2) proceed with reasonable diligence to effect a sale of the Share by the Member at a sales price acceptable to the Corporation that is consistent with these Bylaws. The withdrawing Member shall be entitled to receive the amount so determined, less the following amounts:

- a. Any amounts due to the Corporation from the Member under the Occupancy Agreement as of the date of transfer of the Member's interest;
- b. The reasonable expense or estimated expense of cleaning, repairing and preparing the dwelling unit for occupancy by a new occupant; the necessity for any such cleaning, repairing and preparation expenses shall be determined at the sole discretion of the Board; and
- c. Legal and other expenses incurred by the Corporation in connection with the default of such Member and the resale of his/her Share.

If the withdrawing Member for any reason should fail for a period of 10 days after demand to deliver to the Corporation his/her endorsed Share Certificate, said Share Certificate shall forthwith be deemed to be canceled and may be reissued by the Corporation to a new purchaser.

**3.13 Liability of Members.** No Member of the Corporation shall be personally liable to the creditors of the Corporation for any indebtedness or liability, and any and all creditors shall look only to the Corporation's assets for payment.

## **ARTICLE 4: MEETINGS OF MEMBERS**

**4.1 Place and Date of Meetings.** Meetings of the Members shall be held at the principal office or place of business of the Corporation or at such other suitable location convenient to the Membership as may be designated by the Board. No meeting, conference, or other function shall be held in any facility which engages in unlawful discrimination.

Annual meetings of the Corporation shall be held on a date decided by the Board, provided that the date of such annual meetings shall be on the anniversary date of the first annual

meeting, February 26, 1986, or on a date within 30 days before or 30 days after such anniversary date. At each annual meeting, the Board shall be elected by ballot of the Members in accordance with the requirements of Article 5, Section 5.5 of these Bylaws. The Members may also transact other business of the Corporation as may properly come before them.

**4.2 Special Meeting.** Special meetings of the Members may be called by the President, the Board, by written request of 5% of the Members, or by the request of a Committee that has been appointed by the Board. Within ten (10) days after receipt by a Board Member of the request issued by someone other than the Board or Officers, the Secretary shall give notice to the Members that a meeting will be held at a time fixed by the Board, but not less than thirty-five (35) days nor more than ninety (90) days after receipt of the request. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**4.3 Notice of Meetings.** The Secretary shall provide a written notice of any regular or special meeting to be given to each Member. The notice shall be given by first class mail, addressed to the Member at the address as it appears in the records of the Corporation, at least ten (10) days but not more than ninety (90) days before the date of the meeting (except in the case of a special meeting requested by someone other than the Board or officers where the time periods are set in 4.2 above). The notice may also be given by personal delivery of the notice to the Member at the unit or tube. This notice shall state the place, date, time of the meeting, and agenda or the general nature of the business to be transacted at the meeting.

**4.4 Quorum.** The presence, either in person or by proxy, of Members representing at least 31 Shares of the Corporation shall be requisite for all meetings, and shall constitute a quorum for the transaction of business at all meetings of Members.

**4.5 Adjourned Meetings.** If any meeting of Members cannot be organized because a quorum has not been attained, the Members who are present, may, except as otherwise provided by law, adjourn the meeting to a time not more than fourteen (14) days from the time the original meeting was called, at which subsequent meeting the quorum requirement shall be representing at least 15 Shares of the Corporation. All Members shall be notified in writing of the date, time, and place of the reconvened meetings as provided in Section 4.3.

**4.6 Voting.** At every meeting of the Members, each Member present, either in person or by proxy shall have the right to cast one vote on each question, except that Members who jointly own a Share attributable to one unit shall be jointly entitled to only one vote for each such unit. The majority of votes cast, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control.

#### **4.7 Proxy.**

- a. Every person entitled to vote a Membership may authorize another person or persons to act by proxy with respect to such Member. Any proxy purported to be executed in accordance with the provisions of this part shall be presumptively valid.
- b. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three years from the date of execution. Every proxy continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto. Such revocation may be effected by a writing delivered to the Corporation stating that the proxy is revoked or by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting, or as to any meeting by attendance at such meeting and voting in person by the person executing the proxy. The dates contained on the forms of proxy determine the order of execution regardless of the postmark dates on the envelopes in which they are mailed.
- c. A proxy is not revoked by the death or incapacity of the maker or the termination of a Share ownership as a result thereof unless, before the vote is counted, written notice of such death or incapacity is received by the Corporation.
- d. A proxy is revocable.
- e. An amendment of the Articles or Bylaws repealing, restricting, creating or expanding proxy rights requires approval by two-thirds of the Members, as set forth in Section 7.1.

#### **4.8 Action Without Meeting--Written Ballot.**

- a. Unless otherwise prohibited in the Articles of Incorporation or Bylaws, any action which may be taken at any regular or special meeting of Members may be taken without a meeting if the Corporation distributes a written ballot to every Member entitled to vote on the matter. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Corporation.
- b. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- c. Ballots shall be solicited in a manner consistent with the requirements of California Civil Code Section 817. All such solicitations shall indicate the number of responses needed to meet the quorum requirements and, with respect to ballots other than for the election of Directors, shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted.
- d. Unless otherwise provided in the Articles or Bylaws, a written ballot may not be revoked.

#### **4.9 Order of Business.** The order of business at the annual meetings of the regular Members shall be as follows:

- a. Roll Call
- b. Proof of notice of meeting

- c. Reports of officers
- d. Reports of committees
- e. Election of the Board
- f. Unfinished business
- g. New business

In the case of special meetings, items (a.) through (c.) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of meetings. The Board will record, or cause to be recorded, the minutes.

**4.10 Conduct of Meetings.** All regular and special Corporation meetings shall be conducted with parliamentary procedures outlined in the most current edition of *Robert's Rules of Order*. Each Director shall be given a copy upon election to the Board.

## **ARTICLE 5: BOARD OF DIRECTORS**

**5.1 Number and Qualifications.** A Board of seven resident Members shall be elected by the Members from the Corporation Membership. All Directors must be Members in good standing. Only one person per share may serve on the Board at the same time.

**5.2 Powers and Duties.** The Board shall have all the powers and duties necessary to administer the affairs of the Corporation. It may take all actions not prohibited by law or by these Bylaws, the Articles of Incorporation, Membership Agreement, Occupancy Agreement, or Community Rules. The powers of the Board shall include the following set forth in the governing instruments:

- a. To enact a resolution setting forth guidelines for Member selection and accept or reject all applications for Membership (share ownership) and admission to occupancy of a dwelling unit in the limited equity housing cooperative;
- b. To establish monthly assessment charges as provided for in the Occupancy Agreement, based on an annual operating budget formally adopted by the Board;
- c. To levy special assessments. However, the Board may not impose any special assessment of any kind in any one calendar year totalling in excess of 5% of the Corporation's operating budget for that year without the vote or written assent of a majority of the Members;
- d. To engage an agent or employees for the management of the Cooperative under such terms as the Board may determine;
- e. To promulgate such policies and rules pertaining to the use and occupancy of the premises as may be deemed proper and which are consistent with these Bylaws, the Articles of Incorporation, Membership Agreement, Occupancy Agreement, and any policies and rules which the Board may adopt;
- f. To initiate disciplinary proceedings against any Member of the Corporation for violations of provisions of the governing instruments in accordance with the procedures set forth in the governing instruments;
- g. To establish committees to advise the Board on various issues;
- h. To terminate Membership and/or occupancy rights for cause.

**5.3 Self-Dealing Transactions.** Directors and officers shall use their powers in good faith and in the interests of the Corporation. A contract or other transaction between the Corporation and a Director, or between the Corporation and any other corporation, firm, or association in which a Director has a material financial interest, is not void just because such Director is present at the meeting of the Board or a committee which authorizes, approves, or ratifies the contract or transaction, if:

- a. The fact of the common Directorship or financial interest is disclosed or known to the Board or committee and noted in the Minutes, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors, and the contract or transaction is just and reasonable to the Corporation at the time it is authorized, approved or ratified;
- b. The fact of the common Directorship or financial interest is disclosed or known to the Members, and they approve or ratify the contract or transaction in good faith by a majority vote or written consent of Members entitled to vote;
- c. As to contracts or transactions not approved as provided in subparagraph (a.) or (b.) above, the person assuming the validity of the contract or transaction sustains the burden of proving that the contract is just and reasonable as to the Corporation at the time it is authorized or approve.

**5.4 Limitations of Powers.** The Board shall be prohibited from taking any of the following actions, without the vote or written assent of a majority of the voting power of the Corporation residing in Members:

- a. Entering into a contract with a third person wherein the third person will furnish goods or services to the common area or to the Corporation for a term longer than one year without cancellation privileges, except as follows:
  - (1) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission, provided, however, that the terms of such contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;
  - (2) Prepaid casualty and/or liability insurance policies of not to exceed three years duration, provided that said policy or policies permit short rate cancellation by the insured;
  - (3) Lease agreements for laundry room fixtures and equipment of not to exceed five years duration.
- b. Incurring aggregate expenditures for capital improvements to the dwellings or common areas in any fiscal year in excess of 5% of the budgeted gross expenses of the Corporation for that fiscal year.
- c. Selling during any fiscal year property of the Corporation having an aggregate fair market value greater than 5% of the budgeted gross expenses of the Corporation for that fiscal year.
- d. Filling a vacancy on the Board created by the removal of a Board Member.
- e. Imposing regular periodic assessments which, during any fiscal year of the Corporation, are more than 20% greater than the assessments for the immediately preceding fiscal year.
- f. Imposing any special assessment of any kind in any one calendar year totalling in excess of 5% of the Corporation's budget for that year.

**5.5 Election and Term of Office.** Each Director shall be elected to serve a term of three years.

Whenever a ballot vote for election of Directors is to be held, candidates for Directors shall be nominated at large by the Members. A motion of nomination shall qualify a Member as a candidate. No Director shall be eligible for election to a third term immediately following two consecutive terms of service as Director. Two Members from the same unit may not serve on the Board at the same time.

Directors shall be elected at the annual meeting of Members by secret written ballot. Each share shall have the right to vote for one nominee for each of the number of Directors to be elected. No single share vote shall be divided into any fraction thereof. The candidates receiving the highest number of votes are elected. Directors shall hold office until their successors have been elected and hold their first meeting. Each Member shall have cumulative voting rights.

**5.6 Vacancies.** The following shall create a vacancy on the Board:

- a. Absence from six regularly scheduled Board meetings per year or from two consecutive months of meetings for any reason (for purposes of this section, a year shall start at the first Board meeting after the annual meeting and conclude at the next annual meeting);
- b. Resignation or death of a Director;
- c. Removal of a Director by a duly authorized vote of the Members;
- d. Increase in authorized number of Directors;
- e. Any event causing a vacancy under the California Non-profit Public Benefit Law, California Corporations Code Section 5110 et seq.

**5.7 Filling Vacancies.** The following procedure shall be used to fill a vacancy on the Board, except if a Director is removed by vote of the Board (see Sec. 5.4 d):

- a. The general Membership shall be informed of the vacancy on the Board.
- b. A request for Members interested in filling the vacancy shall be solicited.
- c. Interested Members will submit statements of interest.
- d. The Board shall review the statements and choose a new Director by simple majority vote.

Each Director appointed by the Board to fill a vacancy shall be a Member of the Board until the next annual meeting, when a Director shall be elected to serve for the balance of the original term.

**5.8 Resignation of Directors.** Any Director may resign at any time by giving written notice to the Board. The resignation shall take effect upon receipt of the notice or at any later date specified in that notice; the acceptance of the resignation shall not be necessary to make it effective. If the resignation is effective at a future date, a successor may be elected to take office when the resignation becomes effective. No Director may resign if that would leave the Corporation without a Director.

**5.9 Compensation.** No compensation shall be paid to Directors for their services as Directors. The Board may reimburse a Director or any Member for legitimate expenses incurred on behalf of the Corporation, with prior approval. A Director may not be a salaried employee of the Corporation.

**5.10 Regular Meetings.** Regular meetings of the Board shall be held at least monthly at such place and at such hour as may be fixed from time to time by the Board. Notice of the date, time and place of meeting shall be posted at a prominent place within the Common Area and shall be delivered either personally or by telephone to the Board Members not less than four days prior to the meeting. However, notice of a meeting need not be given to Board Members who have signed a waiver of notice or a written consent to the holding of the meeting.

**5.11 Special Meetings.** Special meetings of the Board shall be held when called by written notice signed by the President of the Corporation, or by any two Directors other than the President. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be sent by first class mail to all Directors at least four (4) days in advance of the special meeting, or delivered personally or by telephone to all Directors and posted at a prominent place within the Common Area not less than 48 hours prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board Members who have signed a waiver of notice or a written consent to the holding of the meeting.

**5.12 Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

**5.13 Open Meetings.** All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**5.14 Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Corporation is or may become involved, disciplinary matters, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**5.15 Action Without Meeting.** The Board may take actions without a meeting if all its Members consent in writing to the action to be taken. If the Board resolves by unanimous written consent to take an action, an explanation of the action taken shall be posted at a prominent place or places within the Common Area within three days after the written consents of all Board Members have been obtained.

**5.16 Fidelity Bonds.** The Board shall require that all officers and employees of the Corporation handling or responsible for corporate trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.



**5.17 Safeguarding Membership Funds.** It shall be the duty of the Board to ensure that all sums received in connection with the purchase of Shares, before the closing of the sale of Shares, are deposited and withdrawn only in the manner provided for in these Bylaws.

## **ARTICLE 6: OFFICERS**

**6.1 Designation.** The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board.

**6.2 Election of Officers.** The officers of the Corporation shall be elected annually by the Board at the first meeting of each new Board and shall hold office at the pleasure of the Board. Neither the Secretary nor Treasurer may also serve as the President.

**6.3 Removal and Resignation of Officers.** Any officer may be removed upon an affirmative vote of a majority of the Members of the Board, with or without cause. An alternate Director may be elected as a successor at any regular or special meeting of the Board called for such purpose.

Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date the notice is received or at any later time specified. The formal acceptance of such resignation shall not be necessary to make it effective.

**6.4 Vacancy.** A vacancy in any Board office for any reason shall be filled at the time the vacancy occurs or promptly thereafter.

**6.5 President.** The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the Members and of the Board. The President shall have all general powers and duties usually vested in the office of a corporation President, including but not limited to the power to appoint committees from among the Membership to assist in the conduct of the affairs of the Corporation.

**6.6 Vice President.** The Vice President shall act as President and perform his/her duties whenever the President shall be absent or unable to act. The Vice President shall perform any other duties imposed by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint another Member of the Board to do so on an interim basis.

**6.7 Secretary.** The Secretary shall keep or cause to be kept:

- a. The Official Book of Minutes at the Dos Pinos Corporation office. The book shall contain records of all meetings and actions of Directors, Board committees and Members, with the time and place of regular and special meetings. The Secretary shall record the names of those present at meetings, the number of Members present or represented by proxy at Members' meetings, and the proceedings.
- b. The Membership Record at the Corporation office. The record shall contain the current list of Members showing the names and addresses and phone numbers of all Members.

- c. The Bylaws at the Corporation office. The Corporation office shall keep a copy of these current Bylaws as amended or otherwise altered.
- d. Notices, Official Seal and other Duties. The Secretary shall give, or cause to be given, notice of all meetings of the Membership and Board as required by the Bylaws. The Secretary shall keep the official seal of the Corporation in safe custody, and shall have other powers and perform other duties as prescribed by the Board or the Bylaws.

**6.8 Treasurer.** The Treasurer shall be the chief financial officer of the Corporation and shall attend to the following:

- a. Book of Accounts. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including account of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements.
- b. Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall disburse the funds of the Corporation as may be ordered by the Board; shall render at each meeting of the Board an account of all transactions as chief financial officer and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board or the Bylaws.
- c. Bond. As required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all its books, papers, vouchers, money and other property of every kind in his/her possession or under his/her control on his/her death, resignation, retirement or removal from office.

## **ARTICLE 7: AMENDMENTS**

**7.1 Amendments.** New Bylaws may be adopted or these Bylaws may be amended or repealed by the affirmative vote of two-thirds of the Members. The application or effect of any Bylaws may be suspended by the affirmative vote of two-thirds of the Members. Any proposed amendment shall accompany the notice of the meeting at which the amendment is to be voted on.

## **ARTICLE 8: CORPORATE SEAL**

**8.1 Seal.** The initial Board may provide (and has provided) a suitable corporate seal containing the name of the Corporation, which shall be in the charge of the Secretary. If so directed by the Board, a duplicate of the seal may be kept and used by the Treasurer or any assistant Secretary or assistant Treasurer.

## **ARTICLE 9: FISCAL MANAGEMENT**

**9.1 Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January every year. This commencement date shall be subject to change by the Board. The first fiscal year of the Corporation began at the date of incorporation, February 26, 1986.

**9.2 Books and Accounts.** Books and accounts of the Corporation shall be kept under the direction of the Treasurer and in accordance with the systems of accounts prescribed by the lending institution.

**9.3 Financial Reports.** The following financial and related information shall be regularly prepared and distributed by the Board to all Members:

- a. A budget for each fiscal year shall be distributed not less than 45 days and not more than 60 days prior to the beginning of the fiscal year, that is; between November 1<sup>st</sup> and 15<sup>th</sup>. The budget shall consist of at least the following information:
  - (1) Estimated revenue and expenses on an accrual basis.
  - (2) The amount of the Corporation's total cash reserves currently available for replacement or major repair of common facilities and for contingencies.
  - (3) An itemized estimate of the remaining life of, and the methods of funding to defray costs of repair, replacement or additions to, major components of the common areas and facilities for which the Corporation is responsible.
  - (4) A general statement setting forth the procedures used by the Board in calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the commons areas and facilities for which the Corporation is responsible.
- b. A balance sheet and an operating statement for the period from the date of the first closing to the accounting date, shall be distributed within 60 days after the accounting date.\* This operating statement shall include a schedule of assessments received and receivable identified by the Membership and the name of the Member assessed.  
\*(as of an accounting date which is the last day of the month closest in time to six months from the date of closing of the first sale of a Membership.)
- c. A report consisting of the following shall be distributed to the Membership within 120 days after the close of the fiscal year:
  - (1) A balance sheet as of the end of the fiscal year.
  - (2) An operating (income) statement for the fiscal year.
  - (3) A statement of changes in financial position for the fiscal year.
  - (4) For any fiscal year in which the gross income to the Corporation exceeds \$75,000, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

If the report referred to in Subsection C. above is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Corporation that the statement was prepared from the books and records of the Corporation without independent audit or review.

The governing body shall annually distribute within 60 days prior to the beginning of the fiscal year, a statement of the Corporation's policies and practices in enforcing its remedies against Members in default of payments of regular and special assessments. This includes the recording and foreclosing of liens against Members' share interests.

**9.4 Statement Re: Taxes.** Within 60 days after the end of each calendar year, the Board shall give to the Members a statement showing each Member's pro rata share of any taxes

and interest paid by the Corporation during said calendar year and also showing each Member's pro rata share of any other tax credit or tax benefit.

**9.5 Inspection.** The Membership register, books of accounts, and minutes of meetings of the Members, the Board, and the committees of the Board shall be made available at the Corporation office for the inspection and copying by any Member of the Corporation (or by his/her duly appointed representative) at any reasonable time and for a purpose reasonably related to his/her interest as a Member.

The Board shall establish reasonable rules with respect to:

- a. Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- b. Hours and days of the week when such an inspection may be made;
- c. Payment of the cost of reproducing copies of documents requested by a Member.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Corporation and the physical property owned by the Corporation. The rights of inspection by a Director includes the right to make extra copies of documents.

**9.6 Execution of Corporate Documents.** With the prior authorization of the Board, all notes and contracts, including Occupancy Agreements, shall be executed on behalf of the Corporation by the President or the Vice President. All checks shall be executed on behalf of the Corporation by at least two officers.

**9.7 Corporation Equity.** Corporation equity is the excess of fair market value of the property over the sum of current transfer value of all Membership interests, reduced by outstanding encumbrances. By a vote of two-thirds of the Membership, the Corporation equity may be used for the following purposes only:

- a. For the benefit of the Corporation;
- b. To expand the Corporation; or
- c. For the public's benefit.

Under no circumstances may the Corporation equity be assigned to or become a component of Member equity. If the Membership votes to encumber in any manner the Corporation equity, the prior written approval of the lending institution must be obtained so long as the Corporation's mortgage is in effect.

All Corporation equity shall be disbursed to a public agency and/or a nonprofit corporation for the use in the provision or production of low to moderate income housing upon the occurrence of any one of the following conditions:

- a. Dissolution of the Corporation;
- b. Termination of the business of the Corporation; or
- c. Sale of the real property owned by the Corporation.

Specifically exempt from this required disbursement is a financial default where the mortgage and ownership is assumed by the lender.

#### **ARTICLE 10: RIGHTS OF FEDERAL HOUSING ADMINISTRATION**

So long as a loan on the Project is insured or held by HUD, the following provisions shall apply:

**10.1** If any of the provisions of the organizational documents conflict with the terms of the HUD-insured Note, Security Instrument, or the HUD Regulatory Agreement (the "HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.

**10.2** So long as HUD is the insurer or holder of the Note, no provision required by HUD to be inserted into the organizational documents may be amended without HUD's prior written approval.

**10.3** None of the following will have any force or effect without the prior written consent of HUD:

- a. Any amendment that modifies the term of the Corporation;
- b. Any amendment that triggers application of HUD previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, or 24 C.F.R. § 200.210, et seq.);
- c. Any amendment that in any way affects the HUD Loan Documents;
- d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Corporation for all matters concerning the Project which require HUD's consent or approval;
- e. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1, or that requires a vote of those who control the Corporation; or
- f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).

**10.4** The Corporation is authorized to execute a Note and Security Instrument to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan and therefore has the authority to enter into the HUD Loan Documents, and to comply with the requirements of HUD's mortgage insurance program.

**10.5** Any incoming member, partner, owner, officer or director of the Corporation must as a condition of receiving an interest in the Corporation agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members, partners, owners, officers or directors.

**10.6** Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the project, and no right to collect the rents from the Project, shall

pass to any person or entity who is not bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.

**10.7** The key principals of the Corporation identified in the HUD Regulatory Agreement agree to be liable in their individual capacities to HUD to the extent set forth in the HUD Regulatory Agreement.

**10.8** The Corporation shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

**10.9** The Corporation has designated the President of the Corporation, as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of the President, individually, will bind the Corporation in all such matters. The Corporation may from time to time appoint a new representative to perform this function, but within three business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority with respect to management of the Project, the Corporation will promptly provide HUD with the name of that person and the name of that person's management authority.

**10.10** Unless otherwise approved in writing by HUD, the Corporation's business purpose shall consist solely of the acquisition, ownership, operation and maintenance of Dos Pinos Housing Cooperative, which is designated as FHA Project No. 136-11077 located at 2550 Sycamore Lane in Davis, California (the "Project"), and activities incidental thereto. The Corporation shall not engage in any other business or activity. The Project shall be the sole asset of the Corporation, which shall not own any other real estate other than the aforesaid Project. The term of the Corporation shall be perpetual.

**10.11** Notwithstanding any provision in these Bylaws to the contrary, for so long as the Project is subject to a loan insured by HUD, any obligation of the Corporation to provide indemnification under these Bylaws shall be limited to (i) coverage afforded under any liability insurance carried by the Corporation and (ii) available "residual receipts" of the Corporation as defined in the HUD Regulatory Agreement.

**Dos Pinos Housing Cooperative, Inc.**  
**Membership Agreement**  
**(Formal Application for Membership)**  
(Revised Spring 2000)

Unit#: \_\_\_\_\_

Unit Size: \_\_\_\_\_

**1. Membership Fee**

- a. I/We \_\_\_\_\_, legal resident(s) of the State of California, hereinafter called the "Applicant," in consideration of the mutual promises of other Applicants, and other good and valuable considerations, hereby apply for membership in Dos Pinos Housing Cooperative, a limited equity cooperative housing corporation hereinafter called the "Corporation," which membership has a Membership Fee of \$ \_\_\_\_\_.
- b. I/We hereby agree to pay this Membership Fee as follows:
1. A \$ \_\_\_\_\_ deposit upon signing this document, to be put in escrow (which amount is refundable only as described in Paragraph 6).
  2. \$ \_\_\_\_\_ balance of the Membership Fee, to be paid upon demand of the Corporation and before signing the Occupancy Agreement, after which time the Membership Certificate shall be issued.

2. **Ratification of Other Provisions.** I/We hereby ratify and agree with the provisions contained in the Articles of Incorporation, Bylaws, and Occupancy Agreement, receipt of which is hereby acknowledged.

3. **Priority of Mortgage Lien.** This Agreement and all rights hereunder are and at all times shall be subject and subordinate to the lien of the mortgage and accompanying documents to be executed by the Corporation to a lending institute; and to all modifications, extensions, and renewals thereof; and to any mortgage or deed of trust which may at any time thereafter be placed on the property of the Corporation or any part thereof.

4. **Occupancy Agreement.** The Applicant, if approved for membership by the Board of Directors, will be entitled to occupancy of the aforesaid dwelling unit in the Cooperative under terms of the Occupancy Agreement. It is estimated that the current assessment charge per month for said unit is \$ \_\_\_\_\_. This charge is subject to fluctuations as provided for in the Occupancy Agreement. I/We agree to execute the Occupancy Agreement on demand and to comply with all the terms thereof.

5. **Limited Equity.** The appreciating value of the equity will be limited as to the Members as detailed in the Bylaws. The remaining equity will belong to the Corporation. Under no circumstances may the Corporation equity be assigned to or become a component of Member equity.

## 6. Cancellation Provisions

- a. By Corporation. The Corporation reserves the right at any time before it has notified the Applicant of his/her acceptability for membership, for reasons deemed sufficient by the Corporation, to return the amount paid by the Applicant under this Agreement, or, if the Applicant shall have died prior to becoming a Member, the Corporation reserves the right to return same to Applicant's estate or legal representative, and thereupon all rights of the Applicant shall cease and terminate without further liability on the part of the Corporation.
- b. By Applicant. If the Applicant within 5 days after the execution of this Membership Agreement notifies the Corporation in writing that he/she wishes to withdraw from the Agreement, the amounts paid by the Applicant shall be returned, and all rights and liabilities of the Applicant shall cease.
- c. Liquidated Damages. If the Applicant defaults in any of the obligations called for in this Agreement, the Corporation may pursue any remedy in law or equity that it may have against the Applicant on account of the default provided that:
  1. An amount not to exceed 3% of the membership fee shall constitute liquidated damages to the Corporation in the event of a default by Applicant; and
  2. The payment of such liquidated damages to the Corporation shall constitute the exclusive remedy of the Corporation on account of the default of the Applicant; and
  3. Liquidated damages shall be payable to the Corporation out of the Applicant's deposit toward the Membership Fee for occupancy of the dwelling unit according to the following procedures:

The Corporation shall give written notice by registered or certified mail to escrow holder and to the Applicant if the Applicant is in default under the Membership Agreement, and that the Corporation is demanding that the escrow holder remit the amount in default from the Membership Fee as Liquidated Damages unless Applicant gives appropriate written notice to escrow holder within 20 days from receipt of said notice. Should Applicant refuse to waive the right to a determination of damages by a court of competent jurisdiction, the Corporation may require that the Applicant renounce any interest in acquiring occupancy in the dwelling unit, and that he or she release the Corporation from any obligation to sell the share representing the aforesaid dwelling unit to the Applicant.

Applicant and the Corporation each agree to indemnify and hold the escrow holder harmless from any claim by the other arising out of any distributions made by escrow holder in accordance with and pursuant to the provisions of this paragraph.



The Corporation may at its option, release the obligations of the Applicant under this agreement in the event the Applicant secures an assignee of this agreement who has assumed the obligations herein contained and is satisfactory to the Corporation. This agreement is not otherwise assignable.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

7. Membership Information Report. By executing this Agreement, Applicant acknowledges that he/she has received a Membership Information Report, which Report is required to contain the following: full disclosure of the financial obligations and responsibilities of cooperative membership, the resale of shares, the financing of Corporation including any arrangements made with any partners, membership share accounts, occupancy restrictions, management arrangements and any other information pertinent to the benefits, risks and obligations of cooperative membership.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **Dos Pinos Housing Cooperative, Inc.**

## **OCCUPANCY AGREEMENT**

(adopted 9/6/2016)

Dos Pinos Housing Cooperative, Inc. ("Corporation"), a corporation having its principal office and place of business at 2550 Sycamore Lane, Davis, California 95616-5901 and

\_\_\_\_\_ ("Member" or "Shareholder") agree as follows:

### **ARTICLE 1. RECITALS**

This Agreement is made with reference to the following facts:

**1.1.** The Corporation has been formed for the purpose of acquiring, owning and operating a limited equity housing cooperative (the "Cooperative") located in Davis, California, with the intent that its members ("shareholders") shall have the right to occupy the dwelling units thereof under the terms and conditions hereinafter set forth.

**1.2.** The Member has paid \$ \_\_\_\_\_, which is the balance of his/her total Membership Fee of \$ \_\_\_\_\_, and has a bona fide intention to reside in the Cooperative.

**1.3.** The Member has agreed to be bound by the provisions contained in the Articles of Incorporation ("Articles"), Bylaws, Community Rules and Community Policies.

**1.4.** The Member has certified to the accuracy of the statements made in his/her application and shareholder income survey and agrees and understands that shareholder income, household composition, and other eligibility requirements are substantial and material requirements of his/her share ownership and occupancy.

**1.5.** The Corporation shall issue a Share Certificate upon the signing of this document.

### **ARTICLE 2. LEASING OF UNIT**

**2.1.** The Corporation hereby lets to the Member, and the Member hereby leases from the Corporation, dwelling unit number \_\_\_\_\_, located at 2550 Sycamore Lane, Davis, California 95616. As long as the lease under this Occupancy Agreement is valid and the Member is otherwise in good standing, he/she/they may allow others, including, but not limited to, members of the household, renters, and guests to share the use of the premises.

**2.2** The Member shall have and hold said dwelling unit on the terms and conditions set forth herein and in the Articles of Incorporation, Bylaws, Membership Agreement, Community Rules, and any rules and regulations developed pursuant thereto, from the date of this Agreement in perpetuity, if he/she has paid all assessments owed and performed all other obligations on his/her part to be performed.

### **ARTICLE 3. MONTHLY ASSESSMENTS**

**3.1. Description.** Commencing at the time indicated below, the Member agrees to pay to the Corporation a monthly sum referred to herein as "Monthly Assessment," equal to one-twelfth of the Member's annual proportionate share of the sum required by the Corporation, as estimated by the Board of Directors ("Board"), to meet annual expenses, including, but not limited to, the following items:

- a. The cost of all operating expenses of the Cooperative and services furnished.
- b. The cost of necessary management and administration.
- c. The amount of all taxes and assessments the Corporation is required to pay.
- d. The cost of fire and extended coverage insurance on the Cooperative and such other insurance as may be required by any mortgage on the Cooperative.
- e. The cost of furnishing water, electricity, heat, gas, garbage and trash collection and other utilities furnished by the Corporation.
- f. All reserves set up by the Board, including the general operating reserve and the reserve for replacements.
- g. The assessed cost of repairs, maintenance, and replacements of the Cooperative property as determined by the Corporation.
- h. The amount of principal, interest, mortgage insurance premiums, and other required payments on the mortgage.
- i. Any other approved expenses of the Corporation, including payment of operating deficiencies for prior periods.

As provided for in the Bylaws, the Board shall determine the amount of the Monthly Assessment annually or more frequently if necessary. No Member shall be charged with more than his/her proportionate share thereof as determined by the Board.

Until further notice from the Corporation, the Monthly Assessment shall be \$ \_\_\_\_\_, and the Member shall be provided at least 30 days written notice of any change in the Monthly Assessment.

**3.2. Due and Payable.** After 30 days notice by the Corporation to the effect that the dwelling unit is available for occupancy, or upon acceptance of occupancy, whichever is earlier, the Member shall make a payment for Monthly Assessments covering the unexpired balance of the month. Thereafter, the Member shall pay Monthly Assessments in advance, on the first day of each month. Assessments become delinquent after the fifteenth day of each month.

**3.3. Refund or Credit.** The Corporation agrees that, at the discretion of the Board of Directors, it will either refund or credit to the Member within 30 days after the end of each fiscal year, the proportionate share of all sums that have been collected in excess of the amount needed for expenses of all kinds including reserves.

**3.4. Late Charges and Other Costs in Case of Default.** In addition to the other sums that have become or will become due, pursuant to the terms of this Agreement, the Member shall pay to the Corporation a late charge in an amount to be determined from time to time by the Board for each payment of Monthly Assessments, or part thereof, received after the fifteenth day of the month.

If a Member defaults in making payment of a Monthly Assessment or in the performance or observance of any provision of this Agreement, and the Corporation has obtained the services of any attorney with respect to the default involved, the Member shall pay the Corporation any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not been instituted. If a suit is instituted, the Member shall also pay the costs of the suit, in addition to other aforesaid costs and fees.

#### **ARTICLE 4. USE OF PREMISES**

**4.1. Used for Residential Purposes Only.** The Member as well as any others the Member allows pursuant to Article 2.1 shall occupy the unit covered by this Agreement as a private dwelling unit and for no other purpose, except as may be permitted by the Board of Directors, and may enjoy the use in common with other Members of the Corporation of all shared property and facilities of the Cooperative so long as he/she continues to own a Share of the Corporation, occupies his/her dwelling unit, and abides by the terms of this Agreement. The member acknowledges and agrees that he/she may not operate a business in the unit that includes clients entering and exiting the property.

The Member shall not permit or cause anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he/she commit or permit any nuisance on the premises or any illegal act to be committed thereon. The Member shall comply with all of the requirements of the Board of Health and of any other governmental authorities with respect to the premises. If by reason of the occupancy or use of said premises by the Member the rate of insurance on the building shall be increased, the Member shall become personally liable for the additional insurance premium.

**4.2. Inspection of Dwelling Unit.** The representative of any mortgagee holding a mortgage on the property of the Corporation, the officers and employees of the Corporation, and with the approval of the Corporation, the employees of any contractor, utility company, or municipal agency, shall have the right to enter the dwelling unit of the Member and make inspections therein at any reasonable hour of the day, with 24 hours prior notice to the Member, and in the

event of an emergency at any time. The purpose of the inspection must be stated and entry must be used only for the stated purpose.

**4.3. Subleasing.** The Member shall not assign this Agreement nor sublease his/her dwelling unit without the prior written consent of the Corporation. Refer to Board approved policies for the proper procedure. The liability of the Member under this Occupancy Agreement shall continue notwithstanding the fact that he/she may have subleased the dwelling unit with the approval of the Corporation and the Member shall be responsible to the Corporation for the conduct of the sublessee. Any unauthorized subleasing shall, at the option of the Corporation, result in the termination and forfeiture of the Member's rights under the Occupancy Agreement and Member Certificate Agreement.

**4.4. Agreement to Follow Rules.** The Member hereby agrees to abide by all sections of the Articles of Incorporation, Bylaws, Membership Agreement, Occupancy Agreement, Community Rules, Community Policies, any new governing documents and all future amendments to said documents.

**4.5. Household Composition.** This household of the Member(s) is composed of the following people:

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The Member must notify the Board of Directors, in writing, of any change in household composition.

## **ARTICLE 5. MEMBERSHIP**

**5.1. Selling or Termination of the Share Certificate/Membership and Limited Equity.** The transfer of membership: (1) upon the death of a member, (2) by sale/transfer of the Share Certificate, or (3) by termination for cause, shall be accomplished in accordance with the Bylaws. The transfer value will be in accordance with the Bylaws. If the Corporation does not exercise its option to buy the Share of a member who voluntarily withdraws, it shall be under no obligation to pay the transfer value. If a transfer value is otherwise payable, it shall be in accordance with the Bylaws. The unit must be left in the condition found, approved permanent improvements and reasonable wear and tear excepted. Neither this Agreement nor the Member's right of occupancy shall be transferable or assignable except as may now or hereinafter be provided for in the transfer of shares in the Bylaws of the Corporation.

The Occupancy Agreement may be terminated for cause on any of the following grounds:

- a. If at any time during the term of this Agreement the Member shall cease to be the occupant and legal holder of the Share Certificate in the Corporation;
- b. If the Member attempts to transfer or assign this Agreement in a manner inconsistent with the provisions of the Bylaws;
- c. If at any time during the term of this Agreement, the Member shall be declared as bankrupt under the laws of the United States or make a general assignment for the benefit of creditors;
- d. If at anytime during the continuance of this Agreement, any Share of the Corporation owned by the Member shall be duly levied upon and sold under the process of any court;
- e. If the Member fails to make and/or pay for repairs and maintenance as provided for in Article 6, Section 6.3 hereof;
- f. If the Member shall fail to pay any sum due pursuant to the provisions of Article 3, or Article 6, Section 6.3 hereof;
- g. If the Member shall default in the performance of any of his/her obligations under this Agreement;
- h. If the Member shall fail to pay any monthly assessments or special assessments as required by the Bylaws or by other agreements binding Members.

The Member expressly agrees that there exists under this Occupancy Agreement a landlord-tenant relationship and that in the event of a breach or threatened breach by the Member of any covenant or provision of this Agreement, all recourse allowed under the law shall be available to the Corporation for the breach or threatened breach under the law by a tenant of any provision of a lease agreement.

The failure on the part of the Corporation to avail itself of any of the remedies given under this Agreement shall not waive nor destroy the right of the Corporation to avail itself of such remedies for similar or other breaches on the part of the Member.

**5.2. Notices.** Notices shall be given as provided in this Section.

- a. Any notices pertaining to unlawful detainer proceedings must be given in compliance with applicable provisions of California law.
- b. Notices other than those pertaining to unlawful detainer proceedings shall be given in accordance with the provisions of this subsection b. Whenever the provisions of law or this Agreement require notice to be given to either party hereto, notice shall be delivered to the Member at his/her unit provided the Member shall sign a receipt, or to the Member's last known address; and any notice or demand by the Member to the Corporation shall be deemed to have been duly given if delivered to an officer of the Corporation. Such notice may also be given by depositing the same in the United States mail addressed to the Member as shown in the books of the Corporation, or to the president of the Corporation, as the case may be, and the time of postmark shall be deemed to be the time of giving of such notice.

**5.3. Subordination Clause.** The cooperative housing project of which the above-mentioned dwelling unit is a part, was constructed by the Corporation with the assistance of a mortgage loan advanced to the Corporation by a lending institution with the understanding between the Corporation and the lender that the lender would apply for mortgage insurance. Therefore it is specifically understood and agreed by the parties hereto that this Agreement and all rights, privileges, and benefits hereunder are and shall be at all times subject to and subordinate to the lien of a first mortgage held by TRI Corporation and to any and all modifications, extensions, and renewals thereof and to any mortgage or deed of trust which may at any time hereafter be placed on the property of the Corporation or any part thereof. The Member hereby agrees to execute, at the Corporation's request and expense, any instrument which the Corporation or any lender may deem necessary or desirable to effect the subordination of this Agreement to any such mortgage, or deed trust, and the Member hereby appoints the Corporation and each and every officer thereof, and any future officer, his/her irrevocable attorney-in-fact during the term hereof to execute any such instrument on behalf of the Member.

## **ARTICLE 6. ADMINISTRATION**

**6.1. Management, Taxes and Insurance.** The Corporation shall provide necessary management, operation and administration of the Cooperative, pay or provide for the payment of all taxes or assessments levied against the Cooperative; procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance as required by any mortgage on property in the Cooperative, and such other insurance as the Corporation may deem advisable on the property in the Cooperative.

**6.2. Unit Utilities.** The Corporation shall provide water and refuse removal. The Member shall pay all unit costs directly to the supplier for all other utilities.

**6.3. Unit Maintenance.**

**a. Member Responsibility.**

1. The member is responsible for maintaining their exclusive use living spaces (interior and exterior) in a safe and sanitary condition. If the member fails to perform such maintenance, in a manner satisfactory to the Corporation, the Corporation will complete the tasks required to bring about compliance and charge any costs incurred to the member. The Officers and property management contractors of the Corporation have the authority to enter the unit, upon proper notice, to complete the required tasks and/or authorize entrance for such purposes by employees of any contractor, utility company or municipal agency, at any reasonable hour of the day, with proper notice, and at anytime in the event of an emergency.
2. The member is financially responsible for all repairs and replacements to Cooperative property required due to member negligence. The repairs and replacements will be made by the Cooperative. Costs for these repairs and replacements will be recharged to the member.

**b. Corporate responsibility.** The Corporation shall be responsible for all Cooperative property, exterior or interior, which requires maintenance, repair or replacement due to unavoidable occurrences or normal wear and tear, and not due to member negligence.

**6.4 Right of Corporation to Make Repairs at Member's Expense.** In case the Member fails to effect the repairs, maintenance, or replacements specified in clause a. of this Section 6.3 in a manner satisfactory to the Corporation and pay for same, the latter may do so and add the cost thereof to the Member's next month's assessment payment allowing extended payments, if requested, with prior Board approval.

**6.5 Alterations and Additions.** The Member shall not, without the written consent of the Corporation, make any structural alterations in either the common areas or exclusive use areas of his/her unit or in the water, gas, electrical conduits, plumbing, or other fixtures connected therewith, or remove any Dos Pinos-provided additions, improvements or fixtures from the premises.

If the Member for any reason shall cease to be an occupant of the premises, without written consent of the Board, he/she shall surrender to the Corporation possession thereof, including any alterations, additions, fixtures, and improvements.

The Member shall not, without the prior written consent of the Corporation, install or use in his/her dwelling unit any air conditioning equipment, electric heater, large power tools or any other electrical equipment which draws amounts of electricity in excess of the circuits' electrical capacity. The Corporation may require the prompt removal of any such equipment at any time, and the Member's failure to remove such equipment upon request shall constitute a default within the meaning of Article 5, Section 5.1 of this Agreement.

**6.6 Effect of Loss of the Unit on Interests of Member.** In the event of loss or damage by fire or other casualty to the above-mentioned dwelling unit, the Corporation shall determine whether it would be financially feasible to restore the damaged unit.

If the unit is not inhabitable and the Corporation determines to restore the unit, Monthly Assessments shall abate wholly or partially as determined by the Corporation until the unit has been restored. If, on the other hand, the Corporation determines not to restore the unit, the Monthly Assessment shall cease from the date of such loss or casualty, and the Corporation shall purchase the share for the maximum transfer value applicable at the date of such loss or casualty.

## **ARTICLE 7. MEMBER TO COMPLY WITH ALL CORPORATE REGULATIONS**

**7.1.** The Member covenants that he/she will preserve and promote the cooperative ownership principles on which the Corporation has been founded, abide by the Articles, Bylaws, Community Rules, Community Policies, Membership Agreement; this Occupancy Agreement, and any future rules and regulations of the Corporation, and any amendments thereto, and by



his/her acts of cooperation with its other Members, bring about for himself/herself and his/her co-Members and co-residents, a high standard in home and community conditions. The Corporation agrees to make its rules and regulations known to the Member by delivery of same to him/her or by promulgating them in such other manner as to constitute adequate notice.

No representations other than those contained in this Agreement and the above-mentioned documents shall be binding upon the Corporation.

**7.2.** In the event of suit or arbitration to enforce the terms of this agreement, the prevailing party shall be entitled to their reasonable attorney's fees.

**7.3.** This is the final agreement of the parties. Any previous written or verbal agreements are deemed merged into this agreement. Any modification of this agreement must be in writing and signed by both the Corporation and the Member.

## **ARTICLE 8. CONDEMNATION**

**8.1.** In the event of condemnation of the premises, the Corporation will be dissolved, Members will be paid the transfer value of their shares, and the corporate equity will be distributed in accordance with the Bylaws and California law.

\_\_\_\_\_  
Signed for  
Dos Pinos Housing Cooperative, Inc.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Smoke Detector & Carbon Monoxide Detector Agreement**  
**(attachment to Occupancy Agreement)**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

Dos Pinos Housing Cooperative, Inc. and \_\_\_\_\_

\_\_\_\_\_[Member(s)].

In consideration of their mutual promises, Dos Pinos and Member agree as follows:

1. Member is occupying Unit #\_\_\_\_, at 2550 Sycamore Lane, Davis, CA.
2. This agreement is an addendum and is part of the Occupancy Agreement between Dos Pinos and Member.
3. This unit is equipped with one hall smoke detector and a smoke detector in each bedroom, plus one carbon monoxide detector on each floor. One smoke detector is 120V hard-wired and the remaining detectors are battery-operated units. By initialing below, each Member understands that said smoke/carbon monoxide detectors are battery-operated units and it shall be each Member's responsibility to:
  - a) Ensure that the battery is in place and the detector has not been tampered with;
  - b) Request that Management Company replace the battery or detector, as needed.

Initial for battery-operated detectors: \_\_\_\_\_

4. The Member acknowledges the smoke detectors/carbon monoxide detectors were tested and their operation demonstrated by Management in the presence of the member at the time of initial occupancy and the detectors in the unit were operating properly at that time.
5. Management will inspect and test all detectors once a year and replace batteries, as required.
6. Member must inform Management Company immediately of any defect, malfunction or failure of any detectors.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Management

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

## **Community Rules**

(adopted 7/18/06)

These Community Rules include some of the regulations that enable us to live together in a harmonious way in a relatively small, often shared, space. See the individual Policies, Bylaws, and Occupancy and Membership Agreements for more complete information. Compliance with Community Rules is a condition of residency at Dos Pinos. All uses of property within the Cooperative are governed by federal, state and local codes.

### **I. Monthly Assessment**

Each member pays a pre-determined monthly assessment, which is based on unit size and is due on the first day of the month. A late fee is assessed if full payment is not received by the fifth day of the month.

### **II. Community Service**

At least 24 hours of service to the Cooperative is required each year from residents of each unit, although residents are encouraged to contribute more. Members contact the Community Service Coordinator to determine what tasks and work groups are available.

### **III. Right of Entry**

Units may be entered in case of emergency at any time. Notice will be given 24 hours in advance of normal entry for examination, inspection and/or repair of a unit. Unless circumstances require a different schedule, the entry will be between 9:00am and 5:00pm.

### **IV. Parking**

Each unit is assigned one covered parking space. All uncovered spaces may be used on a first come, first serve basis.

### **V. Pets**

A maximum of two cats and/or dogs may live in each unit. In addition, there may be four caged animals (e.g., birds, hamsters, rabbits, reptiles). All animals must have proper immunizations, and must be spayed or neutered. Animals must be under the control of their owners at all times. Dogs must be on leash at any time that they are outside their unit or closed courtyard. Members are responsible for their pets and the pets of their guests.

### **VI. Pool and Spa Use**

The pool and spa are used at one's own risk and may be used only during the hours posted. For the safety of residents and guests, the gate to the pool area must be closed at all times. Since some units are near the pool, loud noise should be avoided, especially in the early and late hours of the day. Members are responsible for damage caused by themselves or their guests.

### **VII. Laundry Room**

Laundry facilities may be used at any time. Laundry room users should promptly remove finished laundry from machines, clean dryer lint traps after each use and lock the laundry room door when leaving. If a machine is not working, residents should promptly notify the office (and on the weekends, should post a sign on the broken appliance).

### **VIII. Personal Use of Community Room**

The Community Room may be reserved by members for personal functions, such as private parties. Advance reservations are made with the Reservations Coordinator. A nominal fee and a refundable cleaning/damage deposit are required.

### **IX. Noise**

In recognition of the close proximity of living spaces to each other and to sidewalks, parking lots and other common areas, members and visitors may not create loud noise, since it interferes with other members' quiet enjoyment of the property. Noise should be kept at a reasonable level at all times, but particularly between 10pm and 8am.

### **X. Maintenance Responsibility**

Maintenance, repair and/or replacement of Cooperative property, unless due to the resident's negligence or misuse, is the responsibility of the Cooperative. In cases where the repairs are the member's responsibility, the member will be charged for labor and materials, at actual Cooperative cost.

### **XI. Roofs, Other Structures and Trees**

Neither residents nor visitors may climb onto roofs or other structures or into trees anywhere on the Dos Pinos property. Members are personally and financially responsible for any injury or property damage caused by themselves, members of their household or their guests.

### **XII. Waterbeds**

Waterbeds are permitted in units only if proof of proper insurance has been filed in the Office.

### **XIII. Garbage and Recycling Areas**

Garbage (including pet litter) must be bagged and tied before it is put in a dumpster; recycling containers are provided for glass, plastic, cans and paper. Dumpster and recycle bin lids should be kept closed. Ashes may only be put in the marked metal receptacles in the dumpster area. Large items that will not fit in the dumpster may not be left in the dumpster area. Hazardous waste may not be put in the dumpster or the dumpster area.

### **XIV. Residential Use**

As provided in the Occupancy Agreement, units are private dwellings to be used for residential purposes only. However, uses that may involve individual residents' business activities that do not include client traffic onto Dos Pinos property are not considered business uses and are allowed.

### **XV. Uses and Alterations of Common (Shared Use) Areas**

All property at Dos Pinos is owned by the Dos Pinos Housing Cooperative, Inc. and each member is a shareholder in the Corporation. Residents' use of common areas is regulated by the governing documents of the Cooperative. Owning a share gives the member the right to exclusive use of a specific unit, courtyard and assigned parking space, although the member does not own the unit as in a condominium complex. Any part of the property that is outside the member's exclusive use area is "shared use" or "common" area. These areas are not intended for storage of personal property.

Only the Corporation may alter structures or make changes to common areas. Alterations include planting, trimming or removing trees; placing structures; or making other changes to the condition of these areas. Residents may not paint the outside or caps of fences or any part of the exterior of the buildings (including the building within their courtyards). Members may suggest to the Board alterations of the common area.

#### **XVI. Use and Alterations of Exclusive Use Areas**

The Cooperative's governing documents regulate some aspects of the use of individual units, courtyards and the parking area, including alterations. The Occupancy Agreement prohibits members from making any structural alterations without the written approval of the Cooperative. In addition, members may not alter or replace locks; or install door knockers, antennas or satellite dish devices on the any part of the exterior of the buildings or on roofs.

The Cooperative Bylaws allow members to make some structural alterations to their units that are considered permanent improvements and thus increase the share value. Any structural alterations to exclusive use areas require prior Board approval, whether or not they are to be considered as permanent improvements. The Permanent Improvement Policy describes the process and application forms are available in the Office. The following are not considered structural alterations and are allowed if the unit is later returned to the original condition: painting interior walls; installation of draperies, temporarily-mounted shelves, wall-mounted lamps that plug into a socket. Questions should be addressed to the Board.

#### **XVII. Guests**

Guests are welcome. Shareholders are responsible for the conduct and behavior of their guests while they are on the property, including ensuring that guests follow all rules and policies. Any damage or injury caused by or to a guest is the responsibility of the member whom the guest is visiting. If the member intends to have an overnight guest for more than two weeks, the member must notify the Office by completing the form found in the Long-Term Guest Policy. Board permission is needed if the hosting member will not be present in the unit a substantial amount of the time the guest is at Dos Pinos.

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**As a condition of residency at Dos Pinos, all members must sign the Community Rules.**

I have read and understand these Community Rules and by signing below, I agree to abide by them. I also understand that failure to follow any of these Rules or the governing documents of the Cooperative could result in the termination of my membership. I also understand that I am responsible for the actions of any residents or guests of my household.

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

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

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

Unit # \_\_\_\_\_

# **Dos Pinos Policies and Procedures**

**(last updated 05/23/2022)**

<b>Policy or Procedure</b>	<b>Date of Adoption</b>
Adding a New Member to an Existing Share Certificate (including Application Form)	6/7/2017
Bedbug Avoidance and Eradication	9/6/2016
Bike Policy and Procedure	6/5/2001 & 6/19/2001
Board Participation	8/2/2016
Community Room Use	9/6/2016
Election Rules	10/6/2020
Exterior Care and Use	6/2/2015
Interior Painting	12/6/2016
Internal Dispute Resolution	8/2/2016
Long Term Guest (including Agreement Form)	9/6/2016
Maintenance Responsibility	9/6/2016
Member Selection Criteria and Waiting List Placement	04/05/2022
Move-Out	9/6/2016
Parking	8/2/2016
Payment of Monthly Assessments & Reimbursement of Fees	12/6/2016
Permanent Improvement	1/16/2007
Pest Management Policy	4/2/2019
Pet (including Inventory Form)	11/2/2004
Pool and Spa Use	11/7//2017
Removing a Name on a Share Certificate	11/1/2016
Room Rental (including Agreement Form)	12/6/2016
Share Transfer	4/21/2009
Sublease (including Agreement Form)	11/1/2016
Transfer of Share upon Death of a Member	11/1/2016

**From time to time, Dos Pinos residents are asked to replace policy pages. Please note that each policy or procedure has the adoption date under the title and on the bottom right-hand corner of each policy. When policies are replaced or added, this index should also be replaced.**

## **Adding a New Member to An Existing Share Certificate Policy** (adopted 6/7/2017)

The purpose of this policy is to create a path to share ownership/membership to address situations where, after their original share purchase, a current member desires to create joint ownership of their share with one (or more) of their adult household members.

Conditions required to access this path:

1. The request for adding a household member to the member's share must be made by the current member. The request must be in writing on the Special Request form available at the Dos Pinos office.
2. The requesting member and the prospective additional member must have resided in the member's unit for a minimum of one year.
3. The member must pay a fee of \$50 for the administrative costs of creating the joint membership and the prospective member must submit a standard application form. In this particular circumstance, financial documents will not need to be submitted, however, a credit report will be obtained.
4. The member and the prospective additional member must have demonstrated a willingness to contribute to the well being of the Cooperative through active participation in the activities of the community. These activities include, but are not limited to, participation on the Board and/or on committees, doing individual recurring assignments from the Board such as the Inspector of Elections, Community Room Coordinator, *Dos Up Close* Editor or contributor, annual share value preparer, or similar tasks assigned by the Board.

The prospective member will be interviewed by the Board or by a Board representative.

The Board will review the request and the accompanying information, and determine if the conditions above have been met.

If the request is approved by Motion of the Board, the requesting member will be notified of the approval in writing. If the requesting member notifies the Board in writing that the request remains valid, the Board will direct the Secretary to issue a new share certificate for the unit that includes the current and proposed members' names. A new Occupancy Agreement in the names of both members will be executed.

If the request is denied the Board will inform the requesting member in writing of the denial, which will include the reasons for denial. The member may resubmit the request to the Board after a minimum of one year has passed from the date of the denial.

FOR OFFICE USE ONLY

Date & Time **complete** request rec'd \_\_\_\_\_ Date fee rec'd \_\_\_\_\_

Unit # \_\_\_\_\_ Date of Board Interview \_\_\_\_\_

**CONFIDENTIAL**  
**DOS PINOS HOUSING COOPERATIVE**  
**REQUEST TO ADD A NAME TO A SHARE CERTIFICATE**



**Dos Pinos Member:** \_\_\_\_\_ **Unit #** \_\_\_\_\_

**Prospective Member to Add to Share:** \_\_\_\_\_

How long have you lived in the unit? \_\_\_\_\_

How long has the prospective member **permanently** resided in the unit? \_\_\_\_\_

Will you both continue to **permanently** reside at Dos Pinos? \_\_\_\_\_

All members of this housing cooperative are asked to share their time and talents to make Dos Pinos a viable community. Each unit is expected to contribute a minimum of two hours per month in community service (clerical, gardening, committee work, etc.).

DP Member: In what specific ways have you contributed to the work of Dos Pinos? Please explain.

\_\_\_\_\_  
\_\_\_\_\_

In what specific ways has the prospective member participated in the life and work of Dos Pinos? Please explain.

\_\_\_\_\_  
\_\_\_\_\_

**Requesting member and potential new member represent that all the statements in this request are true and correct and hereby authorize verification of all items including, but not limited to, the obtaining of credit report.**

\_\_\_\_\_  
**Signature, Dos Pinos Member** **Date**

\_\_\_\_\_  
**Signature, Prospective Member** **Date**



# **Bedbug Avoidance and Eradication Policy**

(adopted 9/6/2016)

The Cooperative's goal is to maintain the highest quality living environment for its members. In the past several years, experts have identified bedbugs as a difficult pest problem in the nation.

The Cooperative aims to keep units completely bedbug free. Therefore, it is incumbent on all members to maintain the unit they occupy to the best of their abilities so that bedbugs are not introduced by themselves, their household members or their guests. Educational materials distributed to the members contain information about these pests and methods to avoid them. Members should familiarize themselves with the appropriate steps to avoid an infestation.

## **Responsibilities of the Corporation and the Members**

### **1. At Move-In**

When a unit that has been vacated by the seller of the share and has been prepared for the occupancy of the new shareholder, the Cooperative will contract with a professional pest controller to inspect for the presence of bedbugs. The management company will obtain a certificate of clearance certifying that there is no evidence of bedbug presence in the unit prior to move-in. The certificate will be provided to the incoming shareholder at the move-in inspection process and a copy put in the unit file. This item also has been added to the Move-In/Move-Out Checklist Inspection form. The Checklist is signed by the management company and the incoming shareholder(s) at the time of the Move-In inspection.

### **2. In Case of Subsequent Evidence of Bedbugs**

- A. Members are responsible for IMMEDIATELY reporting any evidence of bedbugs to the management company.
- B. If a unit requires treatment by a pest control professional company, the management company will contract with that professional.
- C. Members must follow all instructions given by the pest control company and the management company regarding unit preparation for treatment and unit condition.
- D. Members will be required to pay all costs associated with the treatment to eradicate the bedbug infestation in the unit they occupy and in infested neighboring units that are shown to be infested as the result of the negligence of the member(s).
- E. The Cooperative's education materials will be updated periodically, as necessary, when new information regarding bedbug infestations and treatments becomes available.

## **Bicycle Policy and Procedure**

(Policy adopted 6/5/01)  
(Procedure adopted 6/19/01)

### **Policy**

Dos Pinos has several bike racks installed where bicycles may be parked upright and locked. Additionally, one or more bicycles may be parked in a carport (instead of a car) with the consent of the shareholder/lessee residing in the unit assigned to that space, and if the bicycles are arranged in an orderly and upright fashion.

Only bicycles in operable condition may be parked in the common areas of Dos Pinos or in individual carports. An operable bicycle is defined, at least, as having no flat tires. If a bicycle is inoperable, it must be stored in the owner's courtyard until it is restored to working order.

### **Procedure for Assuring Compliance**

Periodically, Dos Pinos will survey the bicycles on Dos Pinos property and identify bicycles that do not meet the above requirements. Dos Pinos will attempt to contact owners of those bicycles so that they may bring their bicycles into compliance with the Bicycle Policy.

Bicycles that are inoperable or appear to be abandoned should be reported to the Dos Pinos office personnel and are subject to removal, per the following procedure that will be the responsibility of the Management Company.

1. The Management Company will attempt to contact the owner of any bicycle that appears to be abandoned, e.g., is not in operable condition.
2. If the owner cannot be contacted, the bicycle will be tagged with the following information:
  - Date bicycle is tagged;
  - Date bicycle will be removed if not claimed;
  - Notice to the bicycle owner to contact the Dos Pinos office; and
  - Where the bicycle will be taken when removed.
3. After two weeks, unclaimed tagged bicycles will be removed and given to the Davis Police Department or to a charitable organization.

## **Board Participation Policy**

(adopted 8/2/2016)

### **I. General Board Responsibilities**

Board members will:

- A. act for the good of the community, regardless of personal self-interest in an issue,
- B. be available from time to time to the membership,
- C. maintain a current Member's Handbook as reference on issues as they arise, and
- D. act as a Dos Pinos representative outside the community.

Dos Pinos Housing Cooperative Board members should be familiar with:

- A. the Cooperative's legal documents (e.g., Corporate Bylaws, Articles of Incorporation, Occupancy Agreement, Community Rules) and current policies that have been adopted by the Board and/or the membership which govern the operation of the Corporation or the activities of members,
- B. current issues that may affect the Corporation, including those described in the monthly reports from the Management Company, and
- C. current financial status of the Corporation, as described in the financial statements from the Management Company.

### **II. Board Meetings**

Board members are required to:

- A. attend regularly scheduled Board meetings. The Board year starts at the next regularly scheduled meeting after the annual meeting (at which new Board members are elected). If a Board member is absent from regularly scheduled meetings more than six times within a Board year or more than two consecutive months, the Board seat is automatically vacated. After potential appointees for that seat are solicited from all members, the remaining Board appoints an interim Board member to serve until the next annual meeting and election.
- B. come prepared to the Board meetings, including:
  - i. reviewing materials in Board box before the meeting,
  - ii. reviewing draft agenda, as and when sent,
  - iii. responding to other Board members as quickly as possible to requests for opinions/ input on issues/help via email or telephone,
  - iv. being prepared to report in areas/issues assigned, as scheduled, and
  - v. bringing reference/agenda materials as needed.
- C. keep confidential all executive session discussion, minutes, and application information,
- D. accept assorted tasks as they arise in Board meetings and at other times,
- E. attend special Board meetings, if possible, and
- F. notify the president or another board member in advance, if unable to attend a Board meeting.

### **III. Other Duties**

- A. safeguard Board-issued Dos Pinos keys and use access to the office for official purposes only,
- B. attend interviewer training and participate as a Board representative at interviews, and
- C. write the *Dos Up Close* newsletter article for the Board on a rotating basis. The Secretary is excused from this task.

(adopted 8/2/2016)

## **Community Room Use Policy**

(adopted 9/6/2016)

### **General Principles for all Community Room Use**

The Community Room is a valuable asset of the cooperative that is jointly owned and supported by all members. This policy is established to maximize the use and enjoyment of the room by all members, their households and their guests while minimizing any misuse that could result in conflicts between members or added expense to the corporation, and by extension, to all members.

The room is intended for recreational use by members, their households and their guests, and is not available to any person for activities that have a commercial and/or potential revenue-generating purpose. Since it is private cooperative property, it is not available for rental by the general public.

Any issues of scheduling reserved use **MUST** go through the Community Room Coordinator (Coordinator) who is appointed by the Board and entrusted to make all initial decisions regarding uses and conformity with this policy. Members may contact a Board member about any unresolved questions regarding Community Room use. Members wishing to reserve the room should consult the posted calendar **AND** consult with the Coordinator when choosing an available date.

In the case of both reserved and unreserved uses, members are responsible for any misuse and/or damage to the room caused by themselves, their household members and/or their guests. The number present should be limited so that overcrowding does not present a safety concern.

Irrespective of the fact that the room is in use, either by reservation or during unreserved uses, the employees of the management company are free to enter the room to use the restroom, retrieve items from the refrigerator, and use the kitchen area and appliances for a brief period.

### **I. Unreserved Community Room Use - No Reservation Fee**

- A. The room is available from 8:00am - 10:00pm on weekdays and Sunday, and 8:00am to midnight on Friday and Saturday. Cooperative members, household members or guests using the room must sign in on the registration form near the door.
- B. Household members or guests under the age of 14 years must be accompanied by the member (or an adult household member) to use the Community Room. Members may allow household members and guests over the age of 14 years to access the room with the member's key as long the member is aware of the use and is available to respond to problems that may arise involving that use. The Community Room key may **NOT** be duplicated.
- C. Smoking and animals (except service animals) are not permitted at any time in the Community Room.
- D. In consideration of other members, noise levels should be kept at a minimum.

- E. Members may use the refrigerator, oven, microwave oven, dishes, glassware, pans, silverware and any other objects found in the storage cabinets during their use of the Community Room. It is the member's responsibility to clean up after use and return the items, in a clean condition, to their original storage cabinets. Kitchen appliances may not be employed for personal use in food preparation in lieu of the member's unit appliances.
- F. If any furniture or equipment is moved for any purpose, it is to be put back as found.
- G. Users should follow any special instructions regarding room use and cleaning instructions found posted in parts of the room. Use available cleaning supplies and report any need for resupply to the Office Manager.
- H. Any issues of concern regarding the condition of the Community Room should be reported to the Coordinator.

## **II. Reserved Use - Cooperative Sponsored - No Reservation Fee Open to all Members and their Guests**

- A. These types of events include:
  - 1. Board and committee meetings;
  - 2. Community forums and member interest groups;
  - 3. Social events sponsored by the social committee, other committees, groups or individual members.
  - 4. Events on a selected topic, recommended and organized by a member and recognized as of general interest to the community as a whole. The Board-appointed Coordinator will make the initial determination regarding whether or not the requested event falls within this category. Appeal to the Board is available, should the requester disagree with the Coordinator's determination.
  - 5. Recurring community events, such as the children's playgroup, open to all members and their guests.
- B. General Principles that govern these events (along with Section I, A-H):
  - 1. Reservations are on a first-come first-served basis. All of these events must be reserved with the Coordinator.
  - 2. Only members may reserve the room. The reserving member must be present throughout the event.
  - 3. Attendance is limited to members and their guests. These events are not open to the public.
  - 4. Notices regarding these events must be placed on the cooperative bulletin Board. Notices may also be placed on other Dos Pinos property such as the Community Room door, and put in tubes, on the Dos Pinos listserv or on the website. The notices should include the words "This event is open to members and their guests."
  - 5. No fee may be charged for attendance of the members and their guests. Voluntary tax-deductible donations to registered charities (501(c)3 organizations) are allowed, but cannot be required for attendance.

### **III. Private Reserved Use - A Reservation Fee is Required**

- A. These types of uses include:
  - 1. Private parties;
  - 2. Private meetings; and
  - 3. Other activities, organized and attended by a member, that are not open to the community in general and are not considered of general interest to the entire community.
  
- B. General Principles governing these events (along with Section I, A-H):
  - 1. The room is provided for the benefit of the entire Dos Pinos membership. Therefore, members should understand that reserving the room on a regular or frequent basis necessarily limits its availability to other members of the community.
  - 2. All issues involving the scheduling of reserved time MUST go through the Coordinator who is appointed by the Board and entrusted to make all initial decisions regarding uses and conformity with this policy.
  - 3. The member reserving the room is the host of the event and any subsequent communication regarding the reservation must be made by that member to the Coordinator.
  - 4. The member who reserves the room must be present at the private event at all times.
  - 5. The member is responsible for any misuse or damage caused by themselves, their household members and/or their guests.
  - 6. In consideration for other members, amplifiers are not allowed and the noise level must be kept to a minimum.
  - 7. A member may pay a “professional” to assist in the presentation of the private activity and accept donations from attendees to defray that cost. However, those attending the private event may not be CHARGED a fee by the member or the “professional.”
  - 8. The member reserving the room is responsible for following any posted special instructions regarding room use and cleaning.
  
- C. Reservations and Reservation fee:
  - 1. Reservations are made on a first come, first served basis.
  - 2. There is a ten-dollar (\$10.00) daily reservation fee. It is payable by check to Dos Pinos Housing Cooperative and must be given to the Coordinator. The fee may be reset periodically by the Board.
  - 3. The fee must be paid at the time the reservation is made.
  - 4. The fee is refundable if the member cancels the date reserved seven (7) days prior to the event. This will encourage preplanning and timely cancellation to free up the room for use by other members and their guests.
  - 5. After the private event, the Coordinator will inspect the Community Room and report any damage to the Office Manager.

## **Dos Pinos Election Rules**

(adopted 10/06/2020)

The following Election Rules are adopted in accordance with California Civil Code Section 4340 *et seq.* and pursuant to the authority of the governing documents of Dos Pinos Housing Cooperative, Inc. (the "Corporation"), are intended to comply with California Civil Code Section 5100 *et seq.*, and shall apply to elections regarding (1) assessments, (2) selection of Directors, (3) removal of Directors, (4) amendments to the governing documents, and (5) any other matter that may be the subject of a vote of the Corporation's Members. Unless the context clearly indicates otherwise, capitalized terms used herein shall have the same meaning as in the Corporation's governing documents. Election Rules shall not be amended less than 90 days prior to an election.<sup>1</sup>

### **■ Section 1. Elections Regarding Selection of Directors**

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This Section 1 shall apply to elections regarding selection of Directors.

#### **A. Voting Provisions.**

1. **Qualifications for Voting.** Only Members are entitled to vote. Members who jointly own a share attributable to one unit shall be jointly entitled to only one vote for each such unit.<sup>2</sup>
2. **Voting Power of Memberships.** In elections regarding the selection of Directors, cumulative voting is permitted. Each share/unit is entitled to the number of votes equal to the number of Directors to be elected, to be cast as desired (i.e., the Member may cast all votes for one candidate or may divide those votes among any combination of candidates, but is not allowed more votes than the number of Directors to be elected).
3. **Denial of a Ballot.** A ballot shall not be denied to a Member for any reason other than not being a Member at the time when ballots are distributed.<sup>3</sup>

#### **B. Nomination of Candidates.**

In addition to any nomination procedures set forth in the Corporation's Bylaws (except as noted below), Members shall become Candidates for election to the Board of Directors as follows:<sup>4</sup>

1. No less than 60 days before the Corporation mails out the ballot packets, the Corporation shall send a notice to all Members inviting eligible Members to become Candidates for election to the Board (the "Candidate Solicitation Notice"). The Candidate Solicitation Notice, which may be distributed in any manner deemed by the Board to reach full membership, shall state all of the following:<sup>5</sup>
  - a. Interested Members must notify the Corporation, in writing, that they would like to be a Candidate;
  - b. The written notification of desire to be a Candidate must either be mailed or hand delivered to the Corporation at the address designated by the Board of Directors for that purpose, and must be received by the Corporation no later than 5:00 p.m. on the date that is 30 days after the date the Candidate Solicitation Notice was mailed to the

Members, and it is each Candidate's responsibility to confirm that his, her or their written notification was received by the Corporation.

- c. Candidates advocating a point of view may, but are not required to, submit a Director Candidate Statement along with their written notification of desire to be a Candidate.
2. Each eligible Member whose written notification is received by the Corporation in a timely manner shall automatically be a Candidate. There shall be no nominations from the floor at Membership meetings.<sup>6</sup>

**C. Qualifications for Candidacy and Election to the Board.**

1. In order to be eligible to become a Candidate, a person must be a resident Member.<sup>7,8</sup>
2. Only one person per share may serve on the Board at the same time.<sup>9,10</sup>
3. In order to be eligible to become a Candidate, the Member must not have a past criminal conviction which would affect Dos Pinos fidelity bond coverage should that person become elected.<sup>11</sup>

**D. Access to Corporation Media and Common Area Meeting Space.**

The Corporation shall ensure that the legal requirements set forth in California Civil Code Section are met by implementing the following:<sup>12</sup>

1. Candidates advocating a point of view may, but are not required to, submit a Director Candidate Statement which shall not exceed one side of a single 8½ x 11-inch page and which shall be reasonably related to the election. All Director Candidate Statements must be received by the Corporation prior to 5:00pm on the date that is 30 days after the date the Candidate Solicitation Notice was mailed to the Members. The Corporation shall not edit or redact any content from the Director Candidate Statements. By submitting a Director Candidate Statement, the author accepts full responsibility for the content thereof and agrees to indemnify the Corporation and its agents and representatives for any and all damage arising from and related to any such content. No other access to Corporation media, newsletters or websites shall be provided to any Candidate advocating a point of view during a campaign for purposes that are reasonably related to the election.<sup>13</sup>
2. Access to common area meeting space, if any exists, shall be provided during a campaign to all Candidates and Members advocating a point of view for purposes reasonably related to the election, at no cost, subject to procedural rules as may be adopted by the Board to assure orderly use of such meeting space.<sup>14</sup>

**E. Pre-Ballot Notification.**

At least 30 days before the ballots are distributed, the Corporation shall mail, via first-class U.S. mail, one pre-ballot packet to each Member. The pre-ballot packet shall further state all of the following:<sup>15,16</sup>

1. The date, time, and physical address where ballots are to be returned by mail, placed in the ballot box, or handed to the Inspector(s) of Elections.<sup>17</sup>
2. The date, time, and location of the meeting at which ballots will be counted.<sup>18</sup>



3. The list of all Candidates' names that will appear on the ballot, and the process to request edits.<sup>19,20</sup>
4. The process to review Member information on the voter list, and request edits.<sup>21</sup>

**F. Content of Ballots.**

Each Candidate's name shall be included on the official ballot form, listed in alphabetical order by last name.<sup>22</sup> The ballots shall further state all of the following:

1. The number of Directors to be elected;
2. The length of terms that Directors to be elected will fill;
3. The date, time, and physical address where ballots are to be returned by mail, placed in the ballot box, or handed to the Inspector(s) of Elections;<sup>23</sup>

**G. Distribution of Ballot Packets.**

Not less than 30 days prior to the date scheduled for the close of the balloting period, the Corporation shall mail, via first-class U.S. mail, one ballot packet to each Member.<sup>24</sup> Each ballot packet shall contain all of the following:<sup>25</sup>

1. One official ballot;<sup>26</sup>
2. Black-and-white copies of all Director Candidate Statements received by the Corporation in a timely manner;
3. A statement specifying that the Corporation was not permitted to edit or redact any content from the Director Candidate Statements and thus the author of each Director Candidate Statement, and not the Corporation, is responsible for the content of his, her or their Director Candidate Statement;<sup>27</sup>
4. A copy of the election operating rules. Include in the ballot packet materials a phrase, in at least 12-point font: "The rules governing this election may be found here: [dospinoscoop.org](http://dospinoscoop.org); and they may also be found in the Dos Pinos Member Handbook;"<sup>28,29</sup>
5. The date, time, and location of the meeting at which ballots will be counted;<sup>30</sup>
6. Two sealable envelopes, a smaller (inner) envelope and a larger (outer) envelope;<sup>31</sup> and
7. Instructions on how to vote using the two-envelope system.<sup>32</sup>

**H. Rules Regarding Voting Using the Two-Envelope System.**

1. The ballot itself shall not be signed.<sup>33</sup>
2. Once completed, the (unsigned) ballot must be inserted into the smaller envelope and the envelope must be sealed. The smaller envelope shall be marked with the words "Inspector of Election" on the front of the envelope. There shall be no other distinguishing markings on the smaller envelope.<sup>34</sup>
3. This sealed envelope containing the completed ballot must then be inserted into the larger (outer) envelope and the envelope must be sealed.<sup>35</sup>

4. The larger envelope shall be pre-addressed to the Inspector of Election at the address specified by the Inspector(s) of Election. The larger envelope shall contain *either* blank lines in the upper left hand corner for the voter to sign his, her or their name, indicate his, her or their name, and indicate the address or separate interest identifier that entitles him or her to vote *or* a pre-printed label that indicates the voter's name and the address or separate interest identifier that entitles him or her to vote and contains at least one blank line for the voter to sign his, her or their name.<sup>36</sup>
5. In the upper left-hand corner of the larger sealed envelope, the voter shall sign his, her or their name, and if not pre-printed, indicate his, her or their name, and indicate the address or separate interest identifier that entitles him, her or they to vote.<sup>37</sup>
6. The Inspector(s) of Election has the power to invalidate any ballot if the ballot or either envelope does not comply with subparagraphs 1 through 3, above.<sup>38,39</sup>
7. Once a ballot is cast, it cannot be revoked. A ballot is deemed "cast" when it is received at the location(s) designated by the Inspector(s) of Election.<sup>40</sup>
8. The sealed envelopes shall remain in the custody of the Inspector(s) of Election, or at a location designated by the Inspector(s) of Election, at all times prior to completion of the tabulation process.<sup>41</sup>
9. Unless prohibited by the Inspector(s) of Election, the Corporation shall be entitled to maintain a log of all envelopes received (the "Envelope Log") and to put all envelopes in the order designated by the Inspector(s) of Election. The envelopes shall not be opened until the Inspector(s) of Election instructs them to be opened.<sup>42,43</sup>

#### **I. Balloting Period.**

1. The balloting period shall begin on the date the ballots are distributed and shall close at such time and on such date established by the Board, which shall be not less than 30 days from the date the ballot packets are mailed to the Members. Ballots received after the closing date determined by the Board will not be accepted or counted.<sup>44</sup>
2. The Member may request a receipt for delivery.<sup>45</sup>
3. The Board shall have the power to extend the balloting period if sufficient ballots have not been received to establish a quorum.<sup>46</sup>
4. For the election of Directors, a quorum is a majority of the votes cast by Members. Members who jointly own a share attributable to one unit shall be jointly entitled to only one vote for each such unit.<sup>47,48,49,50,51</sup>

#### **J. Inspector(s) of Election.**

1. **Appointment and Term.** The Board shall appoint either one Inspector of Election, or three Inspectors of Election.<sup>52,53,54</sup> Each Inspector of Election shall serve at the pleasure of the Board until he or she resigns, is discharged by the Board, or transfers custody of all election materials to the Corporation after one year, as required by Paragraph M. Custody, Storage and Retention of Ballots, subparagraph 1, below. If Inspectors of Election are not so appointed, or if any persons so appointed fail to appear or refuse to act, the chairman of any meeting of Members may, and on the request of any Member

shall, appoint either one Inspector of Election, or three Inspectors of Election, at the meeting. If appointed at a meeting on the request of one or more Members, the majority of Members represented in person shall determine whether one or three Inspectors are to be appointed.<sup>55</sup>

2. If there are three Inspectors of Election, the decision or act of a majority shall be effective in all respects as the decision or act of all.<sup>56,57</sup>
3. The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) of Election deems appropriate, provided that the persons are independent third parties.<sup>58,59</sup>
4. **Qualifications.** The Inspector(s) of Election shall be an independent third party or a person who is not currently employed or under contract to the Corporation for any compensable services, except that no person shall serve as an Inspector of Election if he or she is:<sup>60</sup>
  - a. A Member of the Board or a Candidate for the Board;<sup>61</sup> or
  - b. Related to a Member of the Board or a Candidate for the Board.<sup>62</sup>
5. **Duties and Powers.** the Inspector(s) of Election shall perform his, her or their duties impartially, in good faith, to the best of his, her or their ability, as expeditiously as is practical, and in a manner that protects the interest of all Members of the association.<sup>63,64</sup> The Inspector(s) of Election shall do all of the following:
  - a. Determine the date, time and physical address where, ballots are to be returned by mail or handed to the Inspector(s) of Elections;<sup>65</sup>
  - b. With assistance from the Board, determine the number of Memberships entitled to vote and the voting power of each;<sup>66,67,68</sup>
  - c. With assistance from the Board, determine the number of Directors to be elected;
  - d. Deliver ballots with instructions to each Member of the corporation;<sup>69</sup>
  - e. Issue replacement ballots if requested by a Member prior to voting, and prior to the end of the balloting period. Once a ballot is cast, it is not revocable for any reason.
  - f. Deliver election rules to each Member of the association. Include in the ballot packet materials a phrase, in at least 12-point font: “The rules governing this election may be found here: [dospinoscoop.org](http://dospinoscoop.org); and they may also be found in the Dos Pinos Member Handbook;<sup>70,71</sup>
  - g. Prepare a list of Candidates’ names and correct information within two business days of receiving a notice of errors;<sup>72,73</sup>
  - h. Prepare a voter list and correct information within two business days of receiving a notice of errors;<sup>74</sup>
  - i. Receive ballots;<sup>75</sup>
  - j. Hear and determine all challenges and questions in any way arising out of, or in connection with, the right to vote;<sup>76,77</sup>
  - k. Determine the validity of, count, and tabulate all votes;<sup>78,79,80,81</sup>

- l. Determine when the polls close, consistent with the governing documents;<sup>82,83</sup>
- m. Determine the tabulated results of the election;<sup>84,85</sup>
- n. Prior to conclusion of the Board meeting at which the ballots are counted and tabulated, announce the results of the election to the Board;
- o. Submit to the Board a written “Report of Inspector(s) of Election” by the next Board meeting following the Annual Meeting at which the ballots are counted and tabulated.<sup>86</sup> This report is prima facie evidence of the facts stated in the report;<sup>87,88</sup>
- p. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with California Civil Code Section 5100 *et seq.*, the California Corporations Code, and all applicable rules of the Corporation regarding the conduct of the election that are not in conflict with California Civil Code Section 5100 *et seq.*;<sup>89</sup> and
- q. In addition to the foregoing, the Inspector(s) of Election shall have all powers of an Inspector of Election as set forth in California Corporations Code Sections 7517 and 7614 and other applicable provision of California law.<sup>90,91</sup>

**K. Opening of Envelopes / Counting and Tabulation of Ballots.**

1. No envelope containing a ballot may be opened prior to the time at which the ballots are to be counted and tabulated.<sup>92</sup>
2. Envelopes may only be opened and ballots tabulated if a sufficient number of envelopes exist to meet the election quorum requirement for Member action under the governing documents. In the event that there are not enough envelopes to meet the quorum requirement, the Inspector(s) of Election shall not proceed with opening the envelopes and shall notify the Board that a quorum has not been established.<sup>93</sup> For the election of Directors, a quorum is a majority of the votes cast by Members. Members who jointly own a share attributable to one unit shall be jointly entitled to only one ballot for each such unit.<sup>94,95,96,97,98</sup>
3. The envelopes shall be opened and the ballots shall be counted and tabulated in public, at a properly noticed Board meeting, which may, but need not, be scheduled to take place concurrently with the Annual Membership Meeting.<sup>99</sup>
4. Only the Inspector(s) of Election, or individuals designated by the Inspector(s) of Election, shall open the envelopes and count and tabulate the ballots.<sup>100</sup>
5. Members may witness the opening of the envelopes and the counting and tabulation of the ballots.<sup>101</sup>
6. Each ballot envelope received by the Inspector(s) of Election shall be treated as a Member present at a meeting for purposes of establishing the election quorum.<sup>102</sup>

**L. Election Results.**

1. The Inspector(s) of Election shall promptly announce the tabulated results of the election to the Board at the Annual Meeting, and submit a “Report of Inspector(s) of Election” by the next Board meeting following the Annual Meeting. The Board shall record the results

in the minutes of the next Board meeting by attaching the Report of Inspector(s) of Election as an exhibit to such minutes and shall make the results available for review by Members.<sup>103</sup> This Report is prima facie evidence of the facts stated in the Report.<sup>104,105</sup>

2. Within 15 days following the close of the balloting period, the Board shall publicize the tabulated results of the election in a communication directed to all Members.<sup>106</sup>
3. All election materials (returned ballots; signed voter envelopes; the voter list of names, unit numbers, and voters to whom ballots were to be sent; and the list of Candidates' names) may be reviewed by Members by contacting the Inspector(s) of Election.<sup>107,108,109</sup>

#### **M. Custody, Storage and Retention of Ballots.**

1. The sealed ballots, signed voter envelopes, voter list, and list of Candidates' names shall at all times be in the custody of the Inspector or Inspectors of Elections or at a location designated by the Inspector or Inspectors until after the tabulation of the vote, until the time allowed by Civil Code 5145 for challenging the election has expired (one year), at which time custody shall be transferred to the corporation.<sup>110,111</sup>
2. In the event of a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by Members or their authorized representatives. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.<sup>112</sup>
3. A Member may dispute an election result under the provisions of Civil Code 5145. Judicial Enforcement of Election Procedures.<sup>113</sup>

### **■Section 2. Elections Regarding Other Specific Matters**

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This Section 2 shall apply to elections regarding (i) assessments, (ii) removal of Directors, (iii) amendments to the governing documents, and (iv) any other matter that may be the subject of a vote of the Corporation's Members.

#### **A. Voting Provisions.**

1. **Qualifications for Voting.** Only Members are entitled to vote. Members who jointly own a share attributable to one unit shall be jointly entitled to only one vote for each such unit.<sup>114</sup>
2. **Voting Power of Memberships.** In elections regarding other specific matters, Members submit one ballot per share/unit and are entitled to cast one vote.
3. **Denial of a Ballot.** A ballot shall not be denied to a Member for any reason other than not being a Member at the time when ballots are distributed.<sup>115</sup>
4. **Quorum Requirements.**
  - a. **Assessments**
    - 1) In elections for imposing regular periodic assessments which, during any fiscal year of the Corporation, are more than 20% greater than the assessments for the

immediately preceding fiscal year, a quorum is a majority of the votes cast by Members. Members who jointly own a share attributable to one unit shall be jointly entitled to only one vote for each such unit.<sup>116,117</sup>

- 2) In elections for special assessments of any kind in any one calendar year totaling in excess of 5% of the Corporation's operating budget for that year, a quorum is a majority of the votes cast by Members. Members who jointly own a share attributable to one unit shall be jointly entitled to only one vote for each such unit.<sup>118,119,120</sup>

**b. Removal of Directors**

- 1) In elections for the removal of a Director, a quorum is a majority of the votes cast by Members. Members who jointly own a share attributable to one unit shall be jointly entitled to only one vote for each such unit.<sup>121,122,123</sup>
- 2) In elections for filling a vacancy on the Board created by the removal of a Director, a quorum is a majority of the votes cast by Members. Members who jointly own a share attributable to one unit shall be jointly entitled to only one vote for each such unit.<sup>124,125</sup>

**c. Amendments to the governing documents**

- 1) In elections for any changes to the Bylaws, a quorum is two-thirds of the votes cast by Members. Members who jointly own a share attributable to one unit shall be jointly entitled to only one vote for each such unit.<sup>126</sup>

**B. Access to Corporation Media and Common Area Meeting Space.**

The Corporation shall ensure that the legal requirements set forth in California Civil Code Section 5105 *et seq.* are met by implementing the following:<sup>127</sup>

1. If the Corporation provides access to Corporation media (e.g. including Member Position Statements with the ballot packet), newsletters, or websites during an election to any Member advocating a point of view for purposes that are reasonably related to the election, then all Members advocating a point of view for purposes that are reasonably related to the election shall have equal access to the forum provided. The Corporation shall not edit or redact any content from these communications; however, the Corporation may include a statement specifying that the Member, and not the Corporation, is responsible for the content of the communication, and that the Corporation was required by law to publish the communication verbatim, regardless of content.<sup>128</sup>
2. Access to common area meeting space, if any exists, shall be provided during a campaign to all Members advocating a point of view for purposes reasonably related to the election, at no cost, subject to procedural rules as may be adopted by the Board to assure orderly use of such meeting space.<sup>129</sup>

**C. Content of Ballot.**

Each ballot shall contain:

1. The identification of the matter that is the subject of a pending Member vote;
2. The text of the proposed matter (e.g. assessments, removal of Directors, amendments to the governing documents);<sup>130</sup>
3. Member Position Statements, if any;
4. A statement specifying that the Corporation was not permitted to edit or redact any content from the Member Position Statements and thus the author of each Member Position Statement, and not the Corporation, is responsible for the content of his, her or their Member Position Statement;<sup>131</sup>
5. A statement that the balloting period will close at such time and on such date established by the Board, which shall be not less than 30 days from the date of the ballot packets are mailed to the Members. Ballots received after that time will not be accepted or counted;<sup>132,133</sup> and
6. A statement that the Board shall have the power to extend the balloting period if sufficient ballots have not been received to establish a quorum;<sup>134</sup>

**D. Distribution of Ballot Packets.**

Not less than 30 days prior to the date established by the Board for the close of the balloting period, the Corporation shall mail, via first-class U.S. mail, one ballot packet to each Member. Each ballot packet shall contain all of the following:<sup>135,136</sup>

1. One official ballot;<sup>137</sup>
2. A copy of the election operating rules. Include in ballot packet materials a phrase, in at least 12-point font: “The rules governing this election may be found here: [dospinoscoop.org](http://dospinoscoop.org); and they may also be found in the Dos Pinos Member Handbook;”<sup>138,139</sup>
3. The date, time, and location of the meeting at which ballots will be counted;<sup>140</sup>
4. Two sealable envelopes, a smaller (inner) envelope and a larger (outer) envelope;<sup>141</sup> and
5. Instructions on how to vote using the two-envelope system.<sup>142</sup>

**E. Rules Regarding Voting Using the Two-Envelope System.**

See Section 1. Elections Regarding Selection of Directors, Paragraph H. Rules Regarding Voting Using the Two-Envelope System, of these Election Rules.

**F. Balloting Period.**

See Section 1. Elections Regarding Selection of Directors, Paragraph I, Balloting Period, of these Election Rules.

**G. Inspector(s) of Election.**

See Section 1. Elections Regarding Selection of Directors, Paragraph J. Inspector(s) of Election, of these Election Rules.

**H. Opening of Envelopes / Counting and Tabulation of Ballots.**

See Section 1. Elections Regarding Selection of Directors, Paragraph K. Opening of Envelopes / Counting and Tabulation of Ballots, of these Election Rules.

**I. Election Results.**

See Section 1. Elections Regarding Selection of Directors, Paragraph L. Election Results, of these Election Rules.

**J. Custody, Storage and Retention of Ballots.**

See Section 1. Elections Regarding Selection of Directors, Paragraph M. Custody, Storage and Retention of Ballots, of these Election Rules.

**References Cited**

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1	Civil Code 5105. Election Rules, paragraph (h)
2	Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting
3	Civil Code 5105. Election Rules, paragraphs (g)
4	Civil Code 5105. Election Rules, paragraph (a)(3)
5	Civil Code 5115. Voting Procedure, paragraph (a)
6	Civil Code 5105. Election Rules, paragraph (f)
7	Civil Code 5105. Election Rules, paragraph (a)(7)(b)
8	Civil Code 5100. Elections That Require Secret Balloting, paragraph (g)(3)(A)
9	Civil Code 5100. Elections That Require Secret Balloting, paragraph (B)(iii)
10	Civil Code 5105. Election Rules, paragraph (c)(2)
11	Civil Code 5105. Election Rules, paragraph (c)(4)
12	Civil Code 5105. Election Rules, paragraph (a)
13	Civil Code 5105. Election Rules, paragraph (a)(1)
14	Civil Code 5105. Election Rules, paragraph (a)(2)
15	Civil Code 5115. Voting Procedure, paragraph (b)
16	Civil Code 4040. Providing Notice or Delivery to Individuals, paragraph (a)(1)
17	Civil Code 5115. Voting Procedure, paragraph (b)(1)
18	Civil Code 5115. Voting Procedure, paragraph (b)(2)
19	Civil Code 5115. Voting Procedure, paragraph (b)(3)
20	Civil Code 5105. Elections Rules, paragraph (a)(7)
21	Civil Code 5105. Elections Rules, paragraph (a)(7)
22	Civil Code 5115. Voting Procedure, paragraph (b)(3)
23	Civil Code 5115. Voting Procedure, paragraph (b)(1)
24	Civil Code 5115. Voting Procedure, paragraph (c)
25	Civil Code 5105. Election Rules, paragraph (g)(4)
26	Civil Code 5105. Election Rules, paragraph (g)(4)(A)
27	Civil Code 5105. Election Rules, paragraph (a)(1)
28	Civil Code 5105. Election Rules, paragraph (g)(4)(B)
29	Civil Code 5105. Election Rules, paragraph (g)(4)(B)(i)
30	Civil Code 5115. Voting Procedure, paragraph (b)(2)
31	Civil Code 5115. Voting Procedure, paragraph (c)
32	Civil Code 5115. Voting Procedure, paragraph (c)
33	Civil Code 5115. Voting Procedure, paragraph (c)(1)
34	Civil Code 5115. Voting Procedure, paragraph (c)(1)
35	Civil Code 5115. Voting Procedure, paragraph (c)(1)
36	Civil Code 5115. Voting Procedure, paragraph (c)(2)
37	Civil Code 5115. Voting Procedure, paragraph (c)(1)
38	Civil Code 5120. Counting ballots; Irrevocable, paragraph (a)



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39 Corporation Code 7517. Acceptance or Rejection of Ballot; Consent; Waiver; Proxy Appointment.  
40 Civil Code 5120. Counting ballots; Irrevocable, paragraph (a)  
41 Civil Code 5125. Custody of Ballots  
42 Civil Code 5110. Inspectors of Election, paragraph (c)(5)  
43 Civil Code 5125. Custody of Ballots  
44 Civil Code 5105. Election Rules, paragraph (g)(4)  
45 Civil Code 5115. Voting Procedure, paragraph (c)(2)  
46 Civil Code 5115. Voting Procedure, paragraph (d)  
47 Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.1 Place and Date of Meetings  
48 Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.4 Quorum  
49 Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting  
50 Dos Pinos Bylaws Article 5: Board of Directors, paragraph 5.5 Election and Term of Office  
51 Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting  
52 Civil Code 5105. Election Rules, paragraph (a)(5)  
53 Civil Code 5110. Inspectors of Election, paragraph (a)  
54 Corporations Code 7614. Inspectors of Election, paragraph (a)  
55 Corporations Code 7614. Inspectors of Election, paragraph (a)  
56 Civil Code 5110. Inspectors of Election, paragraph (d)  
57 Corporations Code 7614. Inspectors of Election, paragraph (c)  
58 Civil Code Section 5105. Election Rules, paragraph (a)(6)  
59 Civil Code 5120. Counting Ballots; Irrevocable, paragraph (a)  
60 Civil Code 5110. Inspectors of Election, paragraph (b)  
61 Civil Code 5110. Inspectors of Election, paragraph (b)  
62 Civil Code 5110. Inspectors of Election, paragraph (b)  
63 Civil Code 5110. Inspectors of Election, paragraph (d)  
64 Corporations Code 7614. Inspectors of Election, paragraph (c)  
65 Civil Code 5115. Voting Procedure, paragraph (b)(1)  
66 Civil Code 5110. Inspectors of Election, paragraph (c)(1)  
67 Civil Code 5205. Election Rules, paragraph (a)(4)  
68 Corporations Code 7614. Inspectors of Election, paragraph (b)  
69 Civil Code 5115. Voting Procedure, paragraph (c)  
70 Civil Code 5105. Election Rules, paragraph (g)(4)(B)  
71 Civil Code 5105. Election Rules, paragraph (g)(4)(B)(i)  
72 Civil Code 5105. Election Rules, paragraph (a)(7)  
73 Civil Code 5115. Voting Procedures, paragraph (b)(3)  
74 Civil Code 5105. Election Rules, paragraph (a)(7)  
75 Civil Code 5110. Inspectors of Election, paragraph (c)(3)  
76 Civil Code 5110. Inspectors of Election, paragraph (c)(4)  
77 Corporations Code 7614. Inspectors of Election, paragraph (b)  
78 Civil Code 5120. Counting Ballots; Irrevocable, paragraph (a)  
79 Civil Code 5110. Inspectors of Election, paragraph (c)(5)  
80 Corporations Code 7517. Acceptance or Rejection of Ballot; Consent; Waiver; Proxy Appointment.  
81 Corporations Code 7614, paragraph (b)  
82 Civil Code 5110. Inspectors of Election, paragraph (c)(6)  
83 Corporations Code 7614, paragraph (b)  
84 Civil Code 5110. Inspectors of Election, paragraph (c)(7)  
85 Corporations Code 7614. Inspectors of Election, paragraph (b)  
86 Civil Code 5120. Counting Ballots; Irrevocable, paragraph (b)  
87 Civil Code 5110. Inspectors of Election, paragraph (d)  
88 Corporations Code 7614. Inspectors of Election, paragraph (c)  
89 Civil Code 5110. Inspectors of Election, paragraph (d)  
90 Corporations Code 7614. Inspectors of Election.  
91 Corporations Code 7517. Acceptance or Rejection of Ballot; Consent; Waiver; Proxy Appointment.  
92 Civil Code 5120. Counting Ballots; Irrevocable, paragraph (a)  
93 Civil Code 5115. Voting Procedure, paragraph (d)  
94 Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.1 Place and Date of Meetings  
95 Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.4 Quorum  
96 Dos Pinos Bylaws Article 5: Board of Directors, paragraph 5.5 Election and Term of Office  
97 Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting  
98 Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting  
99 Civil Code 5120. Counting Ballots; Irrevocable, paragraph (a)

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100	Civil Code 5120. Counting Ballots; Irrevocable, paragraph (a)
101	Civil Code 5120. Counting Ballots; Irrevocable, paragraph (a)
102	Civil Code 5115. Voting Procedure, paragraph (d)
103	Civil Code 5120. Counting Ballots; Irrevocable, paragraph (b)
104	Civil Code 5110. Inspector of Election, paragraph (d)
105	Corporations Code 7614. Inspectors of Election, paragraph (c)
106	Civil Code 5120. Counting Ballots; Irrevocable, paragraph (b)
107	Civil Code 5200. Association Records and Enhanced Records, paragraph (c)
108	Civil Code 5205. Inspection of Records, paragraph (a)
109	Civil Code 5210. Time Periods for Producing Records, paragraph (a)(1)
110	Civil Code 5145. Judicial Enforcement of Election Procedures, paragraph (a)
111	Civil Code 5125. Custody of Ballots.
112	Civil Code 5125. Custody of Ballots.
113	Civil Code 5145. Judicial Enforcement of Election Procedure.
114	Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting
115	Civil Code 5105. Election Rules, paragraphs (g)
116	Dos Pinos Bylaws Article 5: Board of Directors, paragraph 5.4 Limitations of Powers
117	Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting
118	Dos Pinos Bylaws Article 5: Board of Directors, paragraph 5.2 Powers and Duties
119	Dos Pinos Bylaws Article 5: Board of Directors, paragraph 5.4 Limitations of Powers
120	Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting
121	Corporations Code 7222. Removal of Directors Without Cause, paragraph (a)(2)
122	Dos Pinos Bylaws Article 5: Board of Directors, paragraph 5.6 Vacancies
123	Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting
124	Dos Pinos Bylaws Article 5: Board of Directors, paragraph 5.4 Limitations of Powers
125	Dos Pinos Bylaws Article 4: Meetings of Members, paragraph 4.6 Voting
126	Dos Pinos Bylaws Article 7: Amendments, paragraph 7.1 Amendments
127	Civil Code 5105. Election Rules, paragraph (a)
128	Civil Code 5105. Election Rules, paragraph (a)(1)
129	Civil Code 5105. Election Rules, paragraph (a)(2)
130	Civil Code 5115. Voting Procedure, paragraph (g)
131	Civil Code 5105. Election Rules, paragraph (a)(1)
132	Civil Code 5115. Voting Procedure, paragraph (b)(1)
133	Civil Code 5115. Voting Procedure, paragraph (c)
134	Civil Code 5115. Voting Procedure, paragraph (d)
135	Civil Code 5105. Election Rules, paragraph (g)(4)
136	Civil Code 5115. Voting Procedure, paragraph (c)
137	Civil Code 5105. Election Rules, paragraph (g)(4)(A)
138	Civil Code 5105. Election Rules, paragraph (g)(4)(B)
139	Civil Code 5105. Election Rules, paragraph (g)(4)(B)(i)
140	Civil Code 5115. Voting Procedure, paragraph (b)(2)
141	Civil Code 5115. Voting Procedure, paragraph (c)
142	Civil Code 5115. Voting Procedure, paragraph (c)

## **Exterior Care and Use Policy**

(6/2/2015)

The purpose of this policy is to define how we use and care for Dos Pinos' outdoor space.

### **I. Definitions of outdoor space at Dos Pinos Housing Cooperative**

- A. Exclusive Use Areas: The space within courtyards
- B. Common Areas: All outdoor space which is not an Exclusive Use Area including Adopted Areas
  - 1. Adopted Areas: Spaces that have been formally adopted and are cared for by members. (See Section VI.)

### **II. All Exteriors – standards of care for landscape**

- A. Plants are to be trimmed so that they do not grow over sidewalks and do not touch people walking on sidewalks.
- B. All alterations to the irrigation system are to be done by the landscape maintenance company. Issues with the irrigation system are to be directed promptly to the Irrigation Monitor or the Office Manager.
- C. Plants may be trained to grow on arbors. If plants should cause damage to fences, arbors, roofs, building sidings, windows or foundations, any needed repairs will be at the responsible Member's expense.
- D. Soil is not to touch building sidings or fences except fence kickboards.

### **III. Trees**

- A. Planting new trees in Common Areas, including Adopted Areas, is the responsibility of the Landscape Committee with Board approval. Members are encouraged to discuss wishes for planting trees with the Landscape Committee.
- B. Trees in Common Areas, including Adopted Areas, will be cared for by a certified arborist under contract to Dos Pinos Housing Cooperative. The Landscape Committee may consult with the arborist and will seek prior approval for tree work from the Board of Directors.
- C. Fruit trees in Common Areas are to be managed for fruit production and ease of harvesting by the Landscape Committee with Board approval. Fruit is to be shared by Members as feasible. All fruit dropped on the ground will be removed promptly by the Landscape Committee.
- D. Planting, care, pruning and removal of trees in Exclusive Use Areas (i.e., courtyards) are the sole responsibility of the Member who occupies that unit. Trees should be selected carefully in consultation with the Landscape Committee and/or other local resources.
  - 1. Note: Most full-sized trees planted in courtyards may become so large that they will have to be severely pruned or eventually removed, possibly at significant expense.
  - 2. All trees that a certified arborist under contract states pose a significant threat to Dos Pinos buildings, foundations, walkways, arbors, or fences must be pruned or removed as recommended. If the Member does not complete this work in a

timely manner, Dos Pinos Housing Cooperative will contract with a certified arborist to have the work completed and the Member will be billed.

3. When a unit share changes ownership, the new Member will assume responsibility for all needed care, maintenance, pruning, and possible removal of all trees (and other plants) in the Exclusive Use Area of that Unit.
4. However, in cases where a Member acquires a courtyard with a growing tree, the Member may request help from the Board to pay for necessary care or removal.

#### **IV. Common Areas**

- A. Large open or grass areas are a significant community asset. Respectful use of these areas is encouraged. All objects used in these areas by Members should be removed promptly at the end of an event when they were used.
- B. Areas immediately in front of and/or behind a unit, e.g., near walkways or parking lots, whether Adopted Areas or not, should be kept neat and orderly at all times. Complaints about items in such spaces that cannot be resolved by Members involved are to be referred to the Board. The Board will have final review of all unresolved disputes.

#### **V. Exclusive Use Areas (Courtyards) – Standards of Care for Structures**

##### **A. Courtyard Decks, Patios, Planters:**

1. Decks and patios are to comply with the Permanent Improvement Policy. They may extend to the building, if below the level of the siding.
2. New deck footings, planters, and other permanent installations are to be placed so as to provide reasonable space for work to be done on fences (approximately 6-8 inches). Deck plants may be closer if they can be removed for inspection, maintenance and painting. For recommendation about spacing and access to structures, consult Property Management.
3. Patios are to slope away from the building to provide appropriate drainage.

##### **B. Fences**

Members may paint, with exterior paint, the inside courtyard fence except for fence caps, any color they wish with the following provisos:

1. If the Member sells their share, the interior fence must be repainted the exterior fence color scheme at the seller's expense, if requested by the buyer.
2. At the time of planned, community-wide repainting of fences, individual paint jobs within a Member's courtyard will be painted over. Member may apply a fresh coat of exterior paint of their choosing after the professional application is complete.
3. If paint or stain chosen by the Member results in damage to the fence, repair or replacement will be at the Member's expense.

##### **C. Gates**

1. Courtyard gates are optional.
2. The Permanent Improvement Policy addresses gates.

##### **D. Doors**

Exterior paint or stain must be used on doors.

1. Members may choose the color of their front door.

2. If the member sells their share, the door must be repainted one of the current Dos Pinos palette choices at the seller's expense, if requested by the buyer.
  3. If paint or stain chosen by the member results in damage to the door, repair or replacement will be at the Member's expense.
- E. **Storage**
1. Storage sheds in courtyards are permitted. If placement interferes with work to be done, moving the shed is the responsibility and at the expense of the Member.
  2. Sheds may not block access to the walkway or front windows.
- F. **Rodent Control**
- Any indication of rodent presence (sightings, droppings, nesting, points of entry) should be reported promptly to the Office Manager. The Office Manager will contact a pest control expert and schedule an inspection. If evidence of rodent activity and/or points of entry are identified during inspection, the entry points will be eliminated and the Property Manager will report the findings to the Board.

## **VI. Adopted Areas**

Members may volunteer to adopt and maintain a part of the Common Area.

### **A. Adoption Process**

1. To adopt a space, the member should notify the Landscape Chair in writing.
2. The Landscape Committee will maintain a map of adopted areas with adopting Members indicated. The map will be posted in the Community Room hallway and will be updated as needed.
3. Adopted areas are to be designated by stakes with arrows. A supply of arrow stakes is kept in the garden shed.
4. Adopters may relinquish their adopted areas at any time by notifying the Landscape Committee Chair in writing.

### **B. Upkeep of Adopted areas**

1. Plantings are to be maintained to keep walkways and sidewalks safe for traffic.
2. Invasive plants, poisonous plants, or plants requiring frequent watering are to be avoided. Drought tolerant plants are strongly encouraged.
3. Compost bins are to be carefully maintained so as not to create odors or attract pests. Questions about composting and appropriate bins may be directed to the Landscape Committee.

### **C. Monitoring of adopted areas**

1. The Landscape Committee will monitor adopted areas, including compost bins as needed.
2. Should an adopted area not be well maintained for a period of weeks, a representative of the Landscape Committee will first talk with the individual Member to explore options and help provide resources that may be useful to the member in the upkeep of the area. If there is no satisfactory response, the Landscape Committee will notify the Board.

## **Interior Painting Policy** (adopted 12/6/2016)

### **Lifetime of Paint Job**

The expected lifetime of an interior paint job is five years.

#### **I. Routine Painting of Units**

Units may be painted at DPHC expense every five years on a schedule to be arranged by the Office Manager in conjunction with residents. Shareholders who have any decorative painting that requires more than one coat for adequate coverage shall reimburse DPHC for the additional expense in materials and labor.

#### **II. Upon Move Out**

When a transfer occurs before the end of the fifth year, sellers will be invoiced on a pro-rated basis for the cost of painting. Sellers may also have the option of painting the unit themselves or contracting with a service other than that used by DPHC. Maintenance staff must inspect and approve the paint job as meeting or exceeding DPHC standards.

#### **III. Resident Cooperation with Painting Process**

Once a schedule has been arranged for an occupied unit to be painted, the shareholder shall assure that painters have access to walls. Specific questions should be directed to the Office Manager.

#### **IV. Colors and Finishes**

A designated off-white color is used by DPHC. When other colors are chosen by the shareholder, additional expense in materials and labor will be charged to the shareholder. Windowsills, doors, baths, kitchens, baseboards, and banisters will be painted with a semi-gloss paint. For walls and ceilings of living spaces, an eggshell finish will be used.

#### **V. Painting without DPHC Contractors**

Shareholders wishing to do their own painting may do so. If the member wishes to contract with a service other than the DPHC contractors, the member shall obtain from the contractor and provide the Office with copies of the business license, contractor's license and liability insurance information before proceeding.

#### **VI. Permanent Improvement Value of Painting**

No interior paint job may be considered a permanent improvement.

#### **VII. Paint Cost Credit**

If the member prefers to use a paint that is different from Dos Pinos' standard, and its use is pre-approved by maintenance staff, the member will buy and provide that paint for the painters to use. Dos Pinos will credit the member's account the cost of the paint that Dos Pinos would have used for that paint job. The Office Manager will calculate the amount of credit, based on the standard paint coverage and standard paint price at that time.

## **Internal Dispute Resolution Policy**

(adopted 8/2/2016)

Pursuant to California Civil Code §§ 5900 et seq., Dos Pinos Housing Cooperative, Inc. ("Corporation"), a corporation having its principal office and place of business at 2550 Sycamore Lane, Davis, CA 95616, has adopted the following Internal Dispute Resolution Policy:

### **I. Purpose and Application**

- A. To provide a fair, reasonable, and expeditious procedure for resolving a dispute between an association and a member involving their rights, duties, or liabilities under the Davis-Stirling Act (California Civil Code §§ 5900 et seq.), under the California Nonprofit Public Benefit Law (California Corporations Code Section §§ 5110 et seq.) or under the governing documents of the Corporation.
- B. This Internal Dispute Resolution Policy supplements, and does not replace, the alternative dispute resolution requirements that are prerequisite to an enforcement action described by Civil Code §§ 5925 et seq. However, prior to invoking the alternative dispute resolution procedure, the Member and the Cooperation must proceed in accordance with this Internal Dispute Resolution Policy.
- C. A member shall not be charged a fee to participate in the Internal Dispute Resolution procedure.
- D. Use of the Internal Dispute Resolution policy will be confidential to the same extent as mediation under California Evidence Code § 1119.

### **II. Request for Internal Dispute Resolution Procedure**

- A. Within ninety (90) days of becoming aware of a dispute, the Member or the Corporation shall contact the other party to request the Internal Dispute Resolution procedure.
- B. Following the communication described in II.A., the Corporation's Board of Directors shall designate two Directors to represent the Board in the Internal Dispute Resolution procedure.
- C. The request for the Internal Dispute Resolution procedure must be in writing and state three sets of preferred (a) dates, (b) times, and (c) locations to meet and confer with the other party. The request for Internal Dispute Resolution can be sent by U.S. Mail, email or fax transmission to the Corporation's principal place of business or to the resident's home address.
- D. Within seven (7) calendar days of either sending or receiving the request, the representative Directors shall contact the Member to schedule a meet and confer. If the Corporation is the requesting party, the Member may elect not to participate by writing "DECLINE" on the face of the Internal Dispute Resolution request,

signing and returning it to Board of Directors within seven (7) calendar days of receipt. If a Member is the requesting party, the Corporation may not decline.

- E. Assistance by legal counsel will not be permitted unless notice and consent is provided by both parties at least fourteen (14) days prior to the meet and confer session. Such notice and consent must be provided to the other party in writing in the manner described in II.C. Each party will be responsible for the cost of its attorney.

### **III. Meet and Confer**

- A. Unless reasonably impractical, the meet and confer session shall take place within thirty (30) days of the date of the original request at a mutually convenient time and place. At least seven (7) days prior to the session, the parties will provide written statements describing their positions to one another.
- B. At the meet and confer session, both parties will explain their positions to each other and confer in good faith in an effort to resolve the dispute. The meet and confer session may be continued to the following day, but may be terminated upon the request of either party. A meet and confer session may not exceed seven (7) hours in one day or twenty-one (21) hours over three (3) days.
- C. The two representatives of the Board of Directors will attend the meet and confer session. The Member may be accompanied by one other individual.
- D. In the event the parties are able to resolve the dispute to their satisfaction, the Internal Dispute Resolution procedures will be deemed to have been satisfied following the execution of the agreement described in Section IV.
- E. If the Member participates but the dispute is resolved other than by agreement of the Member, the Member shall have a right of appeal to the Corporation's Board. In the event the parties are unable to resolve the dispute to their satisfaction, and upon both parties' consent, the matter may be referred to a local dispute resolution program involving a neutral third party, which may include a low-cost mediation program such as those listed on the Internet Web sites of the Department of Consumer Affairs and the United States Department of Housing and Urban Development within seven (7) days of the meet and confer session.

### **IV. Enforceability**

A written agreement reached under this Internal Dispute Resolution policy binds the parties and is judicially enforceable if both of the following conditions are satisfied:

1. The agreement is not in conflict with law or the Cooperative's governing documents.
2. The agreement is ratified by the Board of Directors at the next scheduled open meeting.



## **Long-Term Guest Policy** (adopted 9/6/2016)

Guests of resident members are welcome at Dos Pinos, and their names should be placed on file in the office. A long-term guest is defined as one staying longer than two weeks.

Shareholders and guests agree to keep, perform, and fulfill all conditions and agreements described in the Occupancy Agreement and Community Rules of the Dos Pinos Housing Cooperative.

The Pet Policy states that no more than two (2) four-legged pets are allowed per unit. This includes the combined total of member's pets and long-term guests' pets.

Name(s) of adult guest(s): \_\_\_\_\_

\_\_\_\_\_

Name(s) and ages of children guest(s): \_\_\_\_\_

\_\_\_\_\_

Expected period of visitation: from \_\_\_\_\_ to \_\_\_\_\_

Pets brought by guest: \_\_\_\_\_ cat(s) \_\_\_\_\_ dog(s)

I \_\_\_\_\_ have shared with my guests  
Name of Resident

the policies of DPHC and will be responsible for these policies being followed.

\_\_\_\_\_  
Signature of Shareholder

\_\_\_\_\_  
Date

## **Maintenance Responsibility Policy**

(adopted 9/6/2016)

The Maintenance Responsibility Policy for Dos Pinos is meant to help maintain the overall appearance, value and marketability of the Cooperative property.

### **Cooperative Responsibility**

The Corporation shall be responsible for and shall pay for the maintenance and repair of any structural support, glazing, plumbing, pipes, stove, oven, dishwasher, garbage disposal, water heater, electrical wiring, and conduits, and the heating and air conditioning system, except where the repair is necessitated by a member's negligence or intentional act.

### **Member Responsibility**

The member will be responsible and charged for all repairs and damages to the unit and the courtyard that are not a result of normal wear and tear. Members are responsible for providing clear and clean access to the area to be repaired. If not provided, the maintenance staff reserve the right to reschedule for when the member has prepared the area.

### **Charges to Members**

The member will be charged for labor and materials, at actual Cooperative cost, for repairs due to damage by the member. Appeals regarding the charges should be made in writing to the Board of Directors. If the member disputes the decision, he/she may employ the Internal Dispute Resolution Policy.

### **Requesting Maintenance**

Members must put their request in writing using a Dos Pinos "work order" form and turn it in to the office. (Forms are kept in a small wooden box to the left of the office door.) When damage to Cooperative property occurs due to a delay in reporting the need for a repair, the member will be charged.

### **Emergencies**

If a member has an emergency (e.g., water leak, etc.), he/she should call the Dos Pinos office, and if no one is there, should leave a message. If no one is there, the member also should call the Management Company using the emergency phone number posted on the office door and on the phone list to report the problem. In case of gas leaks, leave the building and contact PG&E directly. After repair, alert the office.

## **Member Selection Criteria and Waiting List Placement Policy**

(04/05/2022)

**Dos Pinos Housing Cooperative does not discriminate on the basis of race, color, national origin, religion, sex or sexual orientation. Dos Pinos adheres to local, state, and federal fair housing laws.**

This member selection policy is established as required by the Dos Pinos Housing Cooperative Bylaws, Section 3.2.

Dos Pinos Housing Cooperative (DPHC) is a shareholder-occupied, limited equity housing cooperative. Members of the Cooperative must reside at DPHC. To become a member, a person must apply for, be eligible for, and purchase a share in the Cooperative. The share entitles the member to reside in a specific unit at DPHC. Members are expected to contribute a minimum of 24 hours of work per year for the Cooperative.

A member may own only one share at any given time. If no share is immediately available, an applicant's name will be placed on a waiting list.

### **I. Member Selection Criteria**

The Board of Directors use the following criteria to approve or deny an applicant's application for membership:

#### **A. New Applicants**

1. Documented capability to meet financial obligations as shareholders. In general, monthly income should be at least 2.5 times the monthly assessment, although substantial assets may be considered in place of part of the income.
2. Documented good credit history.
3. Documented positive references from previous landlords, if applicable.
4. Demonstrated understanding of the work and responsibilities of the Cooperative, and demonstrated a willingness to contribute to the work of the Cooperative.

#### **B. Current Members Wishing to Change Units**

1. Current members who wish to change units through the purchase of a different share may apply to do so after one year's residence.
2. If the request is for the same size or smaller unit, no additional income verification is necessary. If the request is for a larger size unit, the member must demonstrate the same financial capability as a new applicant.

#### **C. Former Members**

1. Former members who wish to reapply for membership must meet the same criteria as new applicants.

## **II. Applying for Membership or to Change Units**

### **A. New Applicants and Former DPHC Members**

1. **Application and Fee.** Applicants, including former members, return the completed application forms (obtained from the DPHC office manager or the website) with the nonrefundable application fee. A fee is collected for each applicant. When there is more than one applicant on an application, a reduced fee is collected for each additional applicant. Only the documented income of the applicants is considered. To determine financial capability, the management company conducts credit checks and validates submitted financial information and home ownership or rental histories. The Board may change the amount of the application fee to reflect reasonable administrative and credit check costs.
2. **A maximum of two unit sizes may be applied for *per application*.** Financial capability is determined for each size unit.
3. **Interviews.** Once the application materials have been determined to be complete, an in-person interview with the applicant is scheduled in a timely manner. Former members wishing to re-apply to Dos Pinos are interviewed as well. The interview is conducted by at least three current DPHC members, including a current board member when feasible. An interview summary is completed and submitted to the Board.
4. **Review of Application by DPHC Board of Directors.** The Board, usually at the next management-attended meeting, reviews the completed application documents including the interview summary and approves or denies the application for membership based on the member selection criteria.
5. **Applicant Notification.** The management company notifies the applicant in writing of the Board's decision to approve or deny the DPHC application. If denied, the reasons for denial shall be provided in writing to the applicant upon request.
6. **Placement on the Waiting List.** If no share is available at the time the application is approved, the applicant's name is placed on the waiting list. If one year has passed since the original application date, approval of applications is made on a contingency basis since updated financial information will be required at the time of share purchase. The application is dated officially when all necessary information and fees are received by the DPHC office. This date of application will be used to determine the applicant's placement on the waiting list.
7. **Special circumstances.** The special circumstances described in II C below will supercede any other rules herein regarding placement on the waiting list of all new applicants. Current and/or former members are not new applicants for purposes of this section. (See III A below for waiting list placement rules for these applicants).

### **B. Current Members Applying to Change Units (Shares)**

1. Current members who wish to change units are not required to re-apply for membership. Instead, the member must complete and return to the DPHC office manager the form, *Request by Member to Change Unit*. No application fee will be charged.

2. If the request is for a unit of the same or smaller size, no financial information need be supplied. If the request is for a larger unit, the member will submit the required documentation of current income and assets to show the financial capability to pay the higher cost.
3. The Board of Directors gives final approval to the request by a member to change a unit.
4. The current member will be placed on the DPHC waiting list, as described in the Waiting List, if no unit is available.

### **C. Placement on New Applicant Waiting List for Current Resident/Household Member**

1. In the event that a shareholder is no longer able to reside at Dos Pinos due to death or a disability requiring health care not deliverable at Dos Pinos and which results in a need to involuntarily leave Dos Pinos, an adult residing in that shareholder's household who applies for membership will have his/her application process expedited, if all of the following conditions are met:
  - a. The applicant resides in the shareholder's household.
  - b. The shareholder/member and the applicant have demonstrated during their residency at Dos Pinos a commitment to the success of the cooperative by actively participating in community life at Dos Pinos.
  - c. The shareholder/member's move from Dos Pinos was unavoidable and it is not possible for the household member to accompany him/her to the new residence.
2. If, during the application process, the Board determines that the household member applicant meets the general eligibility criteria *and* the criteria above, then he/she will be approved for membership and immediately be placed in the first position on the new applicant waiting list. If the household member applicant does not meet the criteria above, but meets the general eligibility criteria, the application will be approved, and the applicant's name will be placed on the waiting list following the process described in Section II.A.6. of this policy.

## **III. Waiting List and Share Purchase**

Unless otherwise specified, "applicants" on the waiting list include Board-approved new applicants and former members, as well as current members who are applying for a different size unit or another unit of their current size.

**A. Establishment of DPHC Waiting List.** A waiting list kept in chronological order, as determined by the official date of application, is maintained by the DPHC office manager. The list is divided into sections corresponding to each of the three sizes of units at DPHC and the three tiers of applicants: Tier 1: current members, Tier 2: former members, and Tier 3: new applicants, in that order of priority. All applicants placed on the waiting list must be approved by the Board as described above.

**B. Status Updates.** All communications with all applicants on the waiting list will be sent to the applicant's current email address as provided to DPHC. It is the responsibility of all applicants to keep this information up to date with the DPHC office. Applicants without an email address will be contacted by U.S. Postal Service. All applicants will receive a periodic notice requiring them to confirm their interest in remaining on the list.

1. **Current Members.** Current members will be asked to respond to the notice by the date specified. If they do not respond, they will receive one follow-up phone call, to which they must respond within the time specified (directly on the call or else in the voice mail). If they do not respond, they will be removed from the list. They can reapply in one year.
2. **New and Former-Members.** New and former-member applicants must do the following to remain on the list:
  - a. Pay an annual, non-refundable, administrative fee to be postmarked by the date specified in the notice. The Board may change the amount of the fee periodically to reflect reasonable administrative costs. New or former-member applicants that do not pay the annual fee when due will be removed from the list.
  - b. Confirm their interest within the time specified in the notice. Note the following:
    1. If a new or former-member applicant does not respond to the notice within the time specified, if their email bounces back, or if their U.S. Postal Service notice is returned to the office, Dos Pinos will make one follow-up phone call. Dos Pinos will inform the applicant directly if they answer the call, or leave a voice mail if they don't, that they must respond by a specific date.
    2. New or former-member applicants that do not then respond within the time requested will be removed from the list and informed by email or by U.S. Postal Service. They can reapply in one year. (**Note:** Dos Pinos does not guarantee that the waiting list will be open to new or former member applicants in one year.)
    3. If a new or former-member applicant's phone is disconnected, Dos Pinos will remove the applicant from the list and then document what happened should the applicant contact Dos Pinos in the future.

**C. Requests to be Added to the Waiting List for a Different Unit Size.** Any applicant already on the waiting list for a specific size unit may request to be added to the waiting list for a second unit size. In this case, the applicant will be placed on the waiting list (with Board approval and provided that the income guidelines are met) for the second unit size according to the date the second request is received in writing.

**D. Share Purchase Waiver.** All applicants on the waiting list are informed of the Share Purchase Waiver. The waiver is the decision not to purchase an available share that has been offered to the applicant.

1. Current members on the waiting list will, after three waivers, move to the bottom of the list for their tier for the size unit that they waived. (Current members are on Tier 1.)
2. New and former-member applicants may choose not to purchase the share for a specific available unit two times and remain on the waiting list in their current position. After the third waiver, the applicant is removed from the waiting list for their tier for that size unit. (Former members are on Tier 2 and new applicants on Tier 3.) An applicant may reapply to Dos Pinos in one year if the waiting list is open.

For additional information on share transfers, see the “Share Transfer Policy” in the Dos Pinos Cooperative Housing Members’ Handbook.

## **Move-Out Policy** (adopted 9/6/2016)

### **I. Initial Move-Out Inspection**

- A. The Seller has the right to request an Initial Move-Out Inspection of the unit and be present during the inspection.
- B. The Office Manager will schedule the Initial Move-Out Inspection during regular business hours on a mutually agreeable date between the Seller's submission of the Intent to Sell and the Final Move-Out Inspection date.
- C. At this Initial Move-Out Inspection, the Office Manager will review the move-out requirements as listed below and point out any specific repairs or cleaning that must be done or that may be the basis of deductions in the share value.
- D. Every effort will be made by the Office Manager to identify needed cleaning or repairs that would be the basis for deductions, but some items may not be identified at the time of the Initial Move-Out Inspection due to the presence of furniture, etc.
- E. From the time of the Initial Move-Out Inspection until the Final Move-Out Inspection, the Seller may remedy the deficiencies identified in the Initial Move-Out Inspection in order to avoid deductions from the share value. To confirm that deficiencies have been remedied, the Seller has the right to request *one* additional Move-Out Inspection before the Final Move-Out Inspection.

### **II. Cleaning the Unit**

The Seller must return the unit to a thoroughly clean condition or be charged when the unit is cleaned professionally after move-out.

#### **A. General – the following must be thoroughly cleaned**

- 1. All doors and baseboards with dust, marks and fingerprints removed.
- 2. All heater/AC vents (attached to the ceiling).
- 3. Closet doors, tracks and shelves.
- 4. All window coverings.
- 5. All light covers, fans and chandeliers.
- 6. All non-carpeted floors.
- 7. Carpets must be vacuumed only, including stairs of two-story units. The Seller may not clean the carpet himself or arrange for a professional cleaner. (Professional carpet cleaning will only be arranged by the Cooperative subsequent to the move-out.)

In addition:

- 1. Working light bulbs must be left in all wall and ceiling fixtures.
- 2. All cobwebs must be removed from ceilings, walls, closets and cupboards.
- 3. All nails, brackets, hangers, etc. must be removed from walls, and all holes filled with spackle and sanded down.
- 4. If unit has a wood stove, all ash, debris and leftover wood must be removed, and the stove cleaned inside and out. Additionally, tile hearth beneath stove must be cleaned and exterior of stovepipe must be dusted.
- 5. Windows should not be cleaned, either on the interior or the exterior. (Professional



window cleaning will only be arranged by the Cooperative subsequent to the Seller's move-out.)

**B. Bathrooms/Laundry Areas – the following must be thoroughly cleaned**

1. Tubs, tub enclosures, showers and shower doors, if any.
2. Sinks, faucets and fixtures.
3. Toilets.
4. Fan and light covers.
5. Floors and baseboards.
6. Cabinet and drawers (interior and exterior).

[Cleaning must include removing all residues, mildew, soap and mineral build-up.]

In addition:

1. All shelf paper must be removed from interior of cabinet shelves and drawers.
2. If the washer and/or dryer is to remain in the unit per mutual agreement of the Seller and the Buyer, it must be empty and the exterior and interior cleaned, as needed. Also, the floor under any remaining appliance must be cleaned.
3. Mildew and mold in caulking does not need to be removed; recaulking will be done by Dos Pinos maintenance staff after the Seller's move-out.

**C. Kitchen - the following must be thoroughly cleaned**

1. All accessible parts of the stovetop, broiler, oven, exterior, and drawer, if any.
2. Range hood (exterior and interior) and fan screen.
3. Sink, faucets and fixtures.
4. Counter tops.
5. Cabinets and drawers (interior and exterior).
6. Floors and baseboards.

[Cleaning must include removing all residues, mildew, soap and mineral build-up.]

In addition:

1. All shelf paper must be removed from interior of cabinet shelves and drawers.
2. The dishwasher must be empty and the cycle must be run.
3. If the refrigerator is to remain in the unit per mutual agreement of the Seller and the Buyer, it must be completely empty, all residue removed, and the floor under the refrigerator cleaned.

**D. Exterior - the following must be thoroughly cleaned.**

1. Patios, porches and fences. Cobwebs must be removed.
2. Interior of storage closet.
3. Light fixture.

In addition:

1. Working light bulbs must be left in the light fixture.
2. Courtyards must have all weeds removed; plants and trees must be trimmed back or pruned, as needed.
3. If item(s) are to remain in the storage closet per mutual agreement of the Seller and the Buyer, the interior must be cleaned as much as possible before the item(s) are left behind.

### **III. Final Move-Out Inspection**

- A. The Final Move-Out Inspection is done at least 15 working days before the Buyer's scheduled move-in date.
- B. The Seller and the Office Manager schedule a mutually convenient time during normal business hours for the Final Move-Out Inspection.
- C. Any costs resulting from delays in the sales transaction caused by the Seller's failure to cooperate in the Final Move-Out Inspection are the responsibility of the Seller.
- D. If the Seller does not participate in the Final Move-Out Inspection and the Office Manager identifies any costs that will be assigned to the Seller, the Seller waives the right to object to those costs.
- E. All personal items must be removed before the Final Move-Out Inspection unless the Seller and Buyer have agreed, in writing, that some specified items will remain.
- F. All relevant Service Manuals (dishwasher, thermostat, stove, wood stove, etc.) are to be left in the unit.
- G. All keys, the Member Handbook and the Share Certificate are to be returned to the Office Manager at the time of the Final Move-Out Inspection.

### **IV. Responsibilities of Dos Pinos / Costs to the Seller**

- A. Dos Pinos is responsible for normal wear and tear to the unit; however, all costs associated with damages to the unit will be charged to the Seller.
- B. The professional cleaning of the carpets that are not due for replacement is arranged by and paid for by Dos Pinos.
- C. Dos Pinos will arrange for the interior painting of the unit and charge back the Seller based on the Interior Painting Policy. Extensive additional painting as required by the Seller's special decorative treatments or smoke damage may increase the minimum time required between move-out and move-in and increase the charges to the Seller.
- D. Any costs to return the unit to standard condition, except for Permanent Improvements and other changes agreed to in the Proposal for Transfer of Share, will be charged to the Seller.
- E. Personal items to be discarded must be put in the dumpster. No large items may be put in or near the dumpsters nor may a dumpster be monopolized. No hazardous waste may be put in or near the dumpsters. Any special hauling fees incurred due to the Seller's improper disposal will be deducted from the Seller's share value.
- F. The Seller will be charged for each key not returned at the time of the Final Move-Out Inspection. Keys include front door, mail box, pool/laundry/community room (and office, etc., as applicable).
- G. The Seller will be charged if the Member Handbook is not returned.
- H. Dos Pinos is not responsible for any costs associated with any required moving of any non-Dos Pinos appliance(s) that are left in the unit. If the appliance moving costs are not specified in the Proposal for Transfer of Share, the cost will be assigned to the Seller.
- I. Dos Pinos will provide to the Seller an itemized statement of move-out charges including all those referenced above.

## **Parking Policy**

(adopted 8/2/2016)

1. The owner of a vehicle parked at Dos Pinos must be a resident or a resident's visitor. Vehicles must be operable, have license plates and current state registration, and be registered with the Dos Pinos office. Proof may be requested at any time.
2. Each unit is assigned one covered parking space. All uncovered spaces may be used on a first come, first served basis.
3. Non-operable or apparently abandoned vehicles present an attractive nuisance hazard according to insurance industry standards and are not allowed on Dos Pinos property. HUD regulations also prohibit the storage of such vehicles on Dos Pinos property.
4. No vehicle may be parked at Dos Pinos that requires two parking spaces, extends over the edge of the sidewalk or extends past the back of the parking space. Prohibited vehicles include RVs, trailers, boats and oversized trucks.
5. Vehicle repair may not be performed at Dos Pinos.
6. If a car chronically leaks oil or other toxic substances, the owner must place an oil pan under the leaky vehicle to prevent damage to the parking lot asphalt. Failure to do so will result in a clean-up fee per occurrence that will be charged to the owner.
7. Motorcycle kickstands must be placed on a flat piece of wood or metal (minimum 10" x 12") to prevent asphalt damage.
8. Vehicles not in compliance with items 1-7 of this policy will be tagged and towed at owner's expense after a 96-hour notice is affixed to the vehicle.
9. Vehicles may not block a dumpster, wheelchair ramp, work or garden shed, or a properly parked vehicle; nor may they be parked in a red zone or in an assigned covered space without the consent of the resident who is assigned to that space. Such vehicles will be considered in violation of this parking policy and will be towed immediately at owner's expense.
10. The shareholder is responsible for compliance in full with this policy by guests, subleasees and/or renters of rooms.

## **Payment of Monthly Assessments and Reimbursement of Fees Policy**

(adopted 12/6/2016)

### **A. Payment of Monthly Assessment**

#### **1. Timely Payment of Monthly Assessment**

Each member shall pay a pre-determined monthly assessment, due on the first day of each month. Monthly assessments submitted after the due date are delinquent. If the due date (first of the month) falls on a Saturday, Sunday or holiday, the payment must be received in the Dos Pinos Office on the next business day.

#### **2. Late Fee**

A late fee is imposed on any monthly assessment received after the 15<sup>th</sup> of the month. Per the Occupancy Agreement and the Community Rules, the member shall pay to Dos Pinos a late fee for any assessment not received, in full, in the Dos Pinos office by the fifteenth day of the month. If the fifteenth of the month falls on a Saturday, Sunday or holiday, payment must be received at the Dos Pinos Office on the next business day. The late fee is \$50. The Board may approve a change of the amount when considered necessary.

#### **3. Action for Failure to Pay the Monthly Assessment by the Due Date**

If the member becomes delinquent in paying an assessment, Dos Pinos reserves the right to use all recourse allowed under the corporate Bylaws, Occupancy Agreement, Policies and the laws of the State of California including, but not limited to, the provisions of the Code of Civil Procedure related to Unlawful Detainer Actions.

### **B. Reimbursement of Fees**

This section applies to any charge a member pays by check to the Cooperative for any reason.

1. If a check is returned to the Cooperative as “unpaid” (NSF/stop payment check), the Cooperative shall recharge the member a service charge per check to defray the actual charge the Cooperative incurs from its own bank and various administrative costs borne by the Cooperative associated with the return of the check. The fee is \$40.
2. Should a member have two checks returned as “unpaid” within a 12-month period, the Cooperative will require that any payment made by the member for the subsequent 6-month period be made by cashier’s check or money order.

## **Permanent Improvement Policy**

(Adopted 1/16/07)

This policy provides the procedures required by the California Code creating limited equity cooperatives and the Cooperative Bylaws (3.11.b.) so that members may individually increase the transfer value of their shares by making unit improvements. The law specifically requires Board approval before any such improvement is made.

### **I. Application and Approval Process**

- a) Separate applications for Permanent Improvements (PI) must be submitted for each distinct project. (PI application forms are obtained from the office.)
- b) The approval process could take a substantial amount of time, depending on the complexity of the plan, schedule of Board meetings, etc., so members should submit the completed preliminary part of the application well ahead of the time that they desire to begin the actual work. This preliminary information includes: 1) diagram of the project, if needed; 2) description of materials / products to be used; 3) cost estimate distinguishing between labor and materials; 4) the contractor's name and license number; and 5) whether the PI requires a City permit. [The member must follow all current City codes and regulations, including obtaining permits and inspections by City personnel.] The application form with the preliminary part completed is submitted to the office.
- c) Maintenance staff reviews the plan and examines the site, if necessary, and makes a recommendation to the Board on the acceptability of the plan.
- d) The Board reviews the application, approves or denies it, or requests additional information. The office manager communicates the decision to the member. After approval, the member makes the improvement.
- e) The member must complete the proposed PI within six months.
- f) Within three months of completion of the PI, the member completes the remaining portion of the PI application form, which requires documentation of the actual costs for materials and contracted labor and a copy of the finalized City permit.
- g) Maintenance staff inspects the improvement for final acceptability, and may ask for modification/correction of the installation.
- h) The Board reviews the documentation, and approves or denies the PI. The office manager communicates the decision to the member.
- i) After Board approval, the PI value is added to the transfer share value.

### **II. Guidelines for Permanent Improvement Plans**

- a) No work may start until the PI plan is approved by the Board. All work has to comply with the City of Davis codes and regulations.
- b) Improvements costing less than \$100 do not qualify as PIs.
- c) The PI remains as a permanent modification of the unit, unless it is physically removed by the member, in which case it is also removed from the calculation of the transfer share value.
- d) Wooden gates must be painted the color of the adjoining fences or stained a natural wood color. Wrought-iron gates must be painted black or the color of the adjoining fences. The top of the gate must be no higher than 3" above the adjoining fences. A gate may open out from the courtyard if, when opened, it does not extend into any part of the main

walkways. The gate must be able to open out if there are any proposed water features in the courtyard. See II e) below.

- e) Any water feature, such as a fish pond, fountain, etc., must have a gate that opens outward and comply with all other City safety regulations. See the City of Davis codes and regulations.
- f) Metal screen or privacy doors must be black, beige, white or a metal color.
- g) Shading structures must not affect the solar access of neighboring units.
- h) PIs must not touch the building or fence.
- i) Improvements of courtyards must not create changes in soil level or slope that would result in pooling of water or water drainage toward any building.
- j) Attachments to the floor which involve cutting into the slab foundation are not allowed because they could damage the high-tension cables in the foundation.
- k) Certain alterations are not allowed, specifically those that involve significant changes to the unit's ceilings or interior or exterior walls. This includes (but is not limited to) removing or repositioning walls or adding windows, skylights, solar tubes or permanent lofts.

### **III. Depreciation**

PI values depreciate at a rate of 10% of the original approved value each year until a floor of 30% of the approved value is reached.

### **IV. Allowable Permanent Improvement Values**

The total value of PIs for a unit may not exceed 50% of the basic share value. If a requested PI would bring that total above 50% of the basic share value, the approved value of the PI will be allowed only for the balance available. If PIs exceed 20% of the share's basic value when the member proposes to sell the share, a potential buyer may decide not to buy that share. This decision will not be considered a waiver for purposes of the potential buyer's position on the waiting list.

### **V. Replacement of Standard Features**

In some cases, a member may have replaced a standard feature in a unit, such as a bathtub, cabinets, kitchen and/or bathroom countertops, etc., as a PI. If the Cooperative subsequently replaces the same feature in the rest of the units, the member may do one of the following:

- a) Elect to have the PI remain a part of the unit and transfer share value. In this case, there is no change in the transfer share value calculation.
- b) Elect to have the PI remain a part of the unit and to have the Cooperative purchase the feature for the depreciated value (not to exceed the amount of the cost of the new installation by the Cooperative). In this case, the feature becomes part of the basic unit and the value of the PI is removed from the transfer share value calculation.
- c) Elect to have the Cooperative replace the feature that the member already had replaced as a PI, at the same time that other units are modified. In this case, the PI is removed from the transfer share value calculation.

## **Pest Management Policy** (adopted 4/2/2019)

### **I. Definitions**

- A. Integrated Control.** “An ecologically based, pest population management system which uses all suitable techniques to reduce or so manipulate the pest population that it is prevented from causing economically unacceptable injury to the crop.” [From “Glossary”, p. 180, Politics and Pesticides, Laura Tallian, 1975, People’s Lobby Press, Los Angeles, CA].
- B. Integrated pest management [IPM].** “A process you can use to solve pest problems in urban, agricultural, and natural areas—while minimizing risks to people and the environment.” [From the home page of the web site of the University of California’s Integrated Pest Management Program].
- C. Periodic treatment.** Treatments that include, but may not be limited to, regularly servicing bait stations and rodent traps.
- D. Pest.** Organisms (diseases, insects, rodents or weeds) that negatively impact human or pet health, or that inflict economic damage, destroy or interfere with healthy plant life and landscapes, structures and their contents, or structural maintenance. “Any living organism that causes damage, economic loss, and/or transmits or produces disease may be the target pest.” [From the Pesticide Info sheet entitled “How does California regulate pesticide use?” California Department of Pesticide Regulation, 1001 I Street, Sacramento, CA 95812]
- E. Pest Management Advisory Committee.** The Pest Management Advisory Committee is referred to as PMAC.
- F. Pesticide.** Chemical formulations (including fungicides, herbicides, insecticides and rodenticides as per the USEPA, Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), 8/17/1989) that eliminate or reduce populations of pests to levels below their action thresholds. “A pesticide is any substance intended to control, destroy, repel or attract a pest.” [From previously-cited Pesticide Info sheet].
- G. Treatment.** Includes exclusion (e.g., of cockroaches and rodents), cleaning (e.g., countertops and floors of unintended food residues, piles of newspapers and magazines, etc., to discourage insects and rodents), application of pesticides, and the use of bait stations, traps, and any other IPM tools.

### **II. Policy Summary**

- A. Purpose.** Dos Pinos pest management practices are conducted for the purpose of preserving Members’ rights to health and safety, as well as to ensure property maintenance and habitability, all in compliance with federal and state laws.

**B. Process.** This Dos Pinos policy is intended to create an orderly process for managing pest organisms that negatively impact human or pet health, beneficial insects, desirable plant life, and structures.

**C. Resources.** As a general rule, Dos Pinos will work with input from the Management company, pest management Contractor(s) (hereafter “Contractor”), and Members to properly implement Integrated Pest Management (IPM) Principles. The operating principles of IPM are to:

1. **Set Action Thresholds.** IPM processes set an action threshold, a level beyond which the size of a pest population indicates pest control action must be taken. The level at which pests become a threat - to health, scenic beauty, or economics - is critical to guide future pest control decisions and is set at each occurrence by the Contractor.
2. **Monitor and Identify Pests.** Most organisms are innocuous, and many are beneficial. IPM programs correctly identify, then monitor, pests so that appropriate control decisions can be made in conjunction with action thresholds so that only a proper, effective treatment will be used when absolutely necessary.
3. **Prevention.** IPM programs work to manage the crop, lawn, or indoor space to prevent pests from becoming a threat. These control methods can be very effective and cost-efficient while presenting little or no risk to people, pets, or the environment (see Sec. VI.).
4. **Integrated Control.** Once preventive methods are no longer effective against a given pest, the next step for the Contractor is to identify and propose an integrated control method to the Office Manager. Start-up of control depends on monitoring and determining when a treatment threshold has been reached. This is done by verbal negotiations between the Board and the Contractor. The proposed IPM program evaluates proper control method alternatives for both effectiveness and risk. Effective, less risky pest controls are chosen first, including exclusion, highly targeted chemicals (i.e., pheromones disruptive of insect pest mating), or mechanical control, such as trapping or weeding. If further monitoring indicates that a less risky control hasn’t worked, additional pest control methods would be employed, such as the targeted spraying of pesticides. Applications of non-specific pesticides is a last resort.
5. **Member Input.** As an integral part of this implemented IPM control, the Board is committed to considering all Members’ views (see Sec. V.).

**III. Property Areas.** The process for determining the application of pesticides may vary depending upon where they are applied. There are two official property areas (Exclusive Use and Common), but three areas of property use, as follows:



- A. **Exclusive Use.** The Member's dwelling space as represented by their unit. The courtyard adjacent to each unit is an exclusive use area (See Section XV. of Community Rules and Exterior Care and Use Policy).
- B. **Common.**
  - 1. **Unadopted.** All interior and exterior spaces that are not Member units or courtyards, typically cared for by the contracted property Management, pool maintenance, cleaning and/or landscape companies or the Landscape Committee.
  - 2. **Adopted.** These are locales outside of an individual Member's courtyard in various parts of the common area for which that Member formally assumes the responsibility for its upkeep (see Sections VII.H.2. and VIII.C.).

#### IV. Contracts and Contractors

##### A. Review Process and Contractor Hiring.

- 1. **Preparation.** Whenever the Board needs to hire a new Contractor, Management is first notified and arranges for approximately three Pest Control companies (Contractors) to interview with the Board. The Board may request PMAC to assist in the search for appropriate replacement Pest Control companies.
- 2. **Bid Review.** During bid evaluation and before contracts are signed and as part of the Contractor bid review process, the Board will review all proposed pest management contracts.
  - a. All contracts will be made available for Member review during this process.
  - b. The Board's review should include Contractor licensure, personnel (including, as available, relevant IPM and pest management education and experience), prevention plans, and, when prevention breaks down, treatment plans and methods, including monitoring and identifying pests and establishing action thresholds, as well as products proposed for use (see Sec. IV.D. below), beginning with the least acutely toxic and including the least carcinogenic and/or mutagenic.
  - c. The Contractor must also demonstrate experience in, and commitment to, routinely following IPM principles and practices.
  - d. Contractor background information and proposed methodologies of pest control will be discussed in open session.
- 3. **Comments.** During such a review meeting, the Board will also entertain comments from PMAC and the general Dos Pinos Membership.
- 4. **Licensing.** When selecting one of these interviewed Contractors, the hired Contractor must have both a current California business license and a current Pest Control Operator's License as issued by the California Department of Pesticide Regulation (CDPR) of the California EPA.

- B. Pesticides newly proposed for use.** If a newly proposed pesticide, not previously proposed for use, is proposed, then Members will be notified in accordance with Section VII.A.
- C. Terminating a Contract.** No product may be applied in a manner, at a rate, or for a purpose, that is off-label, i.e., illegal, and all products may be applied only at a time specifically approved by the Management Company. All violations of these requirements will be grounds for immediate termination of the contract.
- D. Bid and Contract Details.** All Pest Management bids and contracts will include the:
  - 1. Pests to be managed,
  - 2. Methods for monitoring pests,
  - 3. Methods for establishing action thresholds for all identified pests,
  - 4. Application methods,
  - 5. Frequency of application(s),
  - 6. Proposed pesticide(s) for use and the reasons why treatments less harmful to humans, plants, insects and animals in the environment would be less effective (including the consideration of acute and chronic toxicities and long-term mutagenic and carcinogenic effects).
  - 7. List of all pesticide ingredients from the label, and
  - 8. The Safety Data Sheet (SDS).

## **V. Member Rights and Responsibilities**

- A. Rights.**
  - 1. Members always have the right to voice their concerns about pesticide use at Dos Pinos to the Board.
  - 2. Members have the right to call a Special Meeting to vote on pesticide use.
- B. Responsibilities.** At Dos Pinos, Members are responsible for alerting the Office Manager to observations of problems in their own units or the non-exclusive areas and to issues that need to be addressed by maintenance, such as structural intrusions, poor door seals, etc. In addition, Members may address issues in their own units, such as judicious use of boric acid, borax, snap traps or sticky paper traps. All Members should be vigilant and proactive in the following areas:
  - 1. Early reporting to the Board or Management of all pest threats in any DP area.
  - 2. Cooperation with Management and the Contractor on any contracted pesticide application.
  - 3. Upkeep of household and outside patio areas so as to minimize pest incursions and establishment of such populations, through such common-sense steps as cleaning up accumulations of unused materials, diligent monitoring and manual control of common insect pests (see V. B. above).
  - 4. Members desiring help with a pest problem may contact the Office Manager to request advice or treatment. The Office Manager shall maintain a list of recommended treatments for typical pest issues, prepared by the Contractor, that will include the target pest, the pesticide to be used and its active ingredient(s),

and the manner in which it should be applied, and a summary of Sec. 4 of the SDS, "First Aid Measures". Treatment may be decided between the Member and the Office Manager.

5. Dos Pinos will be responsible for the cost of the inspection(s), effective initial treatment and all subsequent required treatment(s) that align with treatment principles outlined above and which are the least harmful (including acute and chronic toxicity and long-term carcinogenic effects) and most cost-effective approach. Should the Member desire an alternative more costly treatment, the Member will pay the difference in cost.
6. Should it be necessary for a Member to vacate a treated unit and/or to board pets (the length of either being based on a legal requirement or the instruction of the IPM applicator), because of such a treatment Dos Pinos will reimburse the Member for reasonable costs of lodging and/or boarding upon presentation of receipts.

### **C. Bait Stations.**

1. All rodent control devices and/or insect bait stations used will be tamper-resistant, secured and/or locked to maximize Member safety. The removal or moving of any bait station or trap by any Member, for any reason, impacts the effectiveness of the treatment strategy and is not allowed. Should a Member remove any bait station or rodent trap placed by the Contractor, the Member will be financially liable for the cost of purchase and replacement.
2. Maps of all current control devices and bait stations are kept in the front of the Pest Control Log Book in the Dos Pinos Office, and Members are free to consult them. Requests to change the location of any bait station or rodent trap should be addressed to the Office Manager, who subsequently will speak directly with the Contractor for clarification and possible alternate location(s) that do not impact the effectiveness of the pest management plan.

## **VI. Types of Treatment**

### **A. Periodic Treatments.**

1. **Opting in.** When an exterior periodic common area treatment is scheduled, a Member may request to have the courtyard associated with their share, and all relevant adopted common areas for which they are responsible, treated at the same time.
2. **Unresolved pest issues.**
  - a. If, in the professional opinion of the Contractor, a treated pest situation is not resolvable in the expected timeframe, re-treatment may be required.
  - b. If, in the professional opinion of the Contractor, the effective treatment of the original exclusive use area treated was unattainable due to the limited area treated, the re-treatment will be conducted in the adjacent exclusive use areas and in courtyards, as appropriate. Such re-treatment will occur only after the Contractor has informed the Office Manager who, in turn, has notified the Board. Affected Members will be notified in accordance with the procedure noted below (See Sections VII.B.-D.).

- B. Fumigations.** If the Board and the Contractor agree that a fumigation is necessary, both the Contractor and Dos Pinos will follow all state and local laws and regulations with regard to needed fumigations and the application of the agreed-upon fumigant. Members will be required to make all necessary preparations in accordance with these regulations as explained to them by the Contractor or Management. Dos Pinos and the Contractor will verify that all fumigation locations have been properly prepared before authorizing the treatment.

## **VII. Member Notifications**

- A. After Contract Approval.** The Board will notify Members of all proposed pesticide applications once a pest management contract has been signed, including why less harmful material(s) could not be used. Members will have 14 days to review the contract and to review all newly proposed pesticides.
- B. Annual.** The Board will notify all Members of all pesticides that are authorized to be used at Dos Pinos annually in January of each year. This will include all pesticide-related information noted in this Section.
- C. Treatments.** Some treatments do not involve the use of pesticides; others do. The former set of treatments require minimal notification details, while the latter must include details for all pesticides to be used. The Office Manager will distribute notices to each Member 72 hours in advance of any pest management treatment. Treatments in exclusive use and adopted areas may begin immediately if the Members involved give their consent. Each notice for pesticide use will contain the following information in plain language:
1. Pest(s) to be controlled,
  2. Method of pest management to be used, including specific pesticide(s) as recommended (see VII. D. below),
  3. Frequency of treatment,
  4. Specific reasons the treatment is required, and
  5. If applicable, why not treating any adjacent exclusive use areas (i.e. units and their courtyards) pose a threat to the health, safety, habitability or property of other Member(s).
- D. If pesticides are to be applied, the notice will also include:**
1. The name of the pesticide and all ingredients on its label, or photocopy thereof,
  2. The location of the Safety Data Sheet (SDS), or photocopy thereof,
  3. A caution that pesticides can be harmful, and a reference to Section 4 of the SDS, "First Aid Measures," which provides specific instructions for obtaining medical advice following inadvertent or accidental exposure,
  4. Date and time of posting/distribution, and
  5. Why a less harmful formulation, including acute and chronic toxicity and long-term mutagenic and carcinogenic effects, is either unavailable or not advisable.

**E. Written notices will be:**

1. Placed in Member tubes,
2. Posted on the bulletin board adjacent to the mailboxes,
3. Posted on the Community Room bulletin board, and
4. Sent to Members' email address, previously provided to the Office Manager.
5. Notices will be provided to all Members unless the treatment is for one or more Member's exclusive use space. If treatment is for a portion of the common area, notices will go to all Members in the affected area.

**F. Safety Data Sheets (SDSs).**

1. Dos Pinos Management will make SDSs available to Members in the Pest Control Log Book in the Office, and
2. When any new pesticide is proposed for use on Dos Pinos property, Management will notify all Members and post a copy of the SDS on the mailbox bulletin board and in the Community Room.

**G. Exclusive Use Area Treatments.**

1. Treatment may begin earlier than the normal 72-hour notice, and at a predetermined date and time, if the Member(s) agree with the Office Manager that the treatment may begin sooner.
2. New Members living in units adjacent to those being treated will also receive a standard notice of such treatment upon occupancy of their unit.

**H. Outdoor Pest Threats.** Most outdoor property pest threats are periodic, and seldom present an immediate threat to human or animal pet health, or structural damage. However, such periodic threats may occasionally need to be met with an application of a pesticide.

1. If application of any pesticide in common areas is required for control of a pest problem, treatment may proceed upon a 72-hour notice to all Members by identifying the threat, how the determination was made, the product [including all ingredient(s)], the method to be used, and the SDS will be made available. Should a subsequent treatment be required, Members will again be given 72-hour notice.
2. Members with adopted common area(s) may have one (or more) exempted from a general common area application, if such an application may compromise the health or safety of Members, their pets, or the viability of any of the crops or plant species they have planted, and if such an exemption will not adversely affect the overall pest management program, including the overall health of the Dos Pinos community, in the professional opinion of the Contractor.
3. Member's exclusive use areas may be individually treated with Member-purchased pest control materials. Members should inform adjacent neighbors of the intent to apply any pesticide for controlling such pests.

- I. Pest Control Log Book and Pest Control Devices Map.** All Members have access to the Pest Control Log Book in the Office. This Log Book contains records of contracted treatments, as well as the labels and SDSs of any pesticides used by the current pest management Contractor. In addition, this Log Book contains the current map of the locations of all pest control devices and bait stations. The Pest Control Log Book may not be removed from the Office.
- J. Notices to Members Binder.** All Management notices of pest management methods and applications as distributed to Members are kept in the Dos Pinos Notices to Members Binder in the Office. This Binder is accessible to all Members, and also may not be removed from the Office.

### **VIII. Member Objections to the Use of a Proposed Pesticide**

- A. General Objections.** After consulting the label and SDS of any in-use pesticide for any type of application, the PMAC or any Member should feel free to express a preference for the use of an alternative treatment. Such a preference can be submitted in writing at any time to the Board or to the Board and PMAC. It can also be stated and discussed as an agenda item in an open Board meeting if the Board is given 4 days notice, or such an objection can be made during the agenda's Member Input segment near the beginning of any Board meeting.
- B. Objections to Routinely Scheduled Applications.** Exterior bait stations and rodent traps likewise fall under ongoing Board contracts with the Contractor, and their placements around Dos Pinos cannot be changed by Members. However, any Member may provide a legitimate objection to the Board if new evidence of a safer, scientific alternative is discovered.
- C. Objections to Common Area Applications: Opting Out.** If no immediate human, pet or plant health risks exist, and if no lasting economic damage to Dos Pinos property or plant life is an issue, a Member should be allowed to opt out of the application of a property-wide pesticide to their adopted space(s). An example would be Contractor use of a broadleaf herbicide in a common area where a Member's adopted area is growing either annual or perennial plants that are also broadleaved, such as a Cole crop or blueberry bushes (see Sec. VII.H.2.). This can only be done if the Contractor is given notice by the Office Manager. This in turn can only be done if the Member supplies the Office with ample notification, at least 24 hours prior to the date of application, and if clearly delineated adopted area markings are in place.

## Two Examples of How the Maximum Transfer Value Increases When a Permanent Improvement is Approved

These examples are not part of the Permanent Improvement Policy. They are only illustrations of it.

The policy states that the Maximum Transfer Value (MTV) is the sum of the Basic Share Value (BSV) and the value of the depreciated Permanent Improvements (PIs). It also says that the total value of PIs may not exceed 50% of the Basic Share Value (compare the two examples below).

**For both examples below, this is the scenario when the new PI is requested:**

The Basic Share Value is \$20,000.

The PIs already credited to this share have depreciated to a value of \$3000.

Basic Share Value	\$20,000	
Depreciated PIs	<u>\$ 3,000</u>	
<b>Maximum Transfer Value</b>	<b>\$23,000</b>	(MTV = BSV + PIs)

### Example 1

**This is the usual case: the entire cost of the improvement is added to the Share Value.**

A PI for a deck that cost \$3,500 was submitted, with documentation & receipts.

Basic Share Value	\$20,000
Current Depreciated PIs (\$3000) + \$3,500 for new PI	<u>\$ 6,500</u>
<b>New Maximum Transfer Value</b>	<b>\$26,500</b>

### Example 2

**In this case, the new improvement would have brought the total PIs to more than ½ the Basic Share Value so the PI can only be approved for part of the improvement cost.**

A PI for a new bath that cost \$11,000 was submitted, with documentation & receipts.

Basic Share Value	\$20,000
Current Depreciated PIs (\$3000) + \$7000 for new PI	<u>\$10,000</u>
<b>New Maximum Transfer Value</b>	<b>\$30,000</b>

**The PI was approved for \$7,000** (not the full cost of \$11,000). It will depreciate from the approved value (\$7,000) at 10% per year, like all other PIs.

Since the total PIs can be up to \$10,000 at this time (½ of the BSV of \$20,000,) and the existing PIs depreciated value is \$3,000, the new PI was approved for the balance available (\$10,000 - \$3,000 = \$7,000).

## **Pet Policy**

(adopted 11/2/04)

**Rules and regulations for pets are for the protection of human residents and for the protection of pets should they stray or become injured; they will be enforced.**

1. The number of cats and/or dogs per household may not exceed a total of two. In addition, caged animals (birds, hamsters, rabbits, reptiles, etc.) are limited to four per household.
2. Members will notify the office when a pet is acquired.
3. No pit bulls, fighting animals or breeds known to have a propensity for violence will be permitted at any time at Dos Pinos.
4. All animals must be spayed or neutered; no breeding animals are permitted. Documentation of spaying or neutering may be required.
5. All animals must have proper immunizations. Documentation of immunizations may be required.
6. Owners of dogs are expected to place collars on their pets with tags identifying license number, rabies immunization and owner's identification. Any pets found at Dos Pinos without such identification will be subject to removal as stray animals. Collars with identification are recommended for cats.
7. All dogs outside of their owner's unit or closed-gate courtyard must be on leash and in the control of a responsible person. This is to comply with City of Davis Code 5.04.040 which is enforced by Yolo County Animal Services.
8. Proper disposal of pet excrement is for the health and safety of all residents, for the maintenance of the property and to provide pleasant surroundings for all Dos Pinos members, visitors and staff.
  - a) Any excrement left by a cat or dog outside of the owner's courtyard must be bagged immediately and disposed of in a dumpster.
  - b) Any dog and cat excrement in courtyards must be daily bagged and disposed of in a dumpster.
  - c) Members must provide litter boxes inside their units for their cats, the contents of which must be regularly bagged and disposed of in a dumpster so as not to produce a health hazard or offensive odor.
  - d) In addition, owners of free-roaming outdoor cats are expected to bag and dispose of cat feces from common areas. Visible piles of feces in common areas must be removed on a weekly basis. "Visible piles" are defined as any uncovered mound of excrement or any mound of dirt or mulch containing excrement.
9. No annoying noise from pets (barking, whining or howling) is permitted, day or night. The City of Davis Ordinance, which will be strictly enforced, states in part, "No barking or comparable emission of sounds by animals shall be permitted for more than 3 minutes out of any 5 minutes after 10 p.m. until 7 a.m., and shall not be permitted for more than 10 minutes out of any 15 minutes between 7 a.m. and 10 p.m." The Police Department can determine if such a violation is occurring and can turn the matter over to the Yolo County Animal Services.
10. Residents are responsible for compliance of this policy by visiting pets.
11. If a resident does not comply with this policy or if any caged or un-caged animal poses a health or safety

(adopted 11/2/04)



hazard, noise nuisance or other problem, the management company will contact the owner of the animal to remedy the situation.

12. Members are urged to directly resolve occasional pet problems with the pet's owners. If the situation is not remedied, however, a written complaint should be made to the management company. If the situation is not remedied after the efforts and intervention by the management company, a recommendation may be made for a resident to dispose of a pet or face an eviction action.
13. A signed copy of this policy with a pet inventory form for each resident who owns one or more pets will be retained in the office. The pet inventory form will be updated periodically as requested by the office staff.

I agree to comply with the above pet policy.

Name(s):

Unit:

Date:

## **Pool and Spa Use Policy**

(adopted 11/7/2017)

Since the pool, spa and the general enclosed area are relatively small, safe and considerate behavior is essential. The pool and spa will always remain open to the rest of the community during community room events (including private events). (See also Community Room Use Policy.)

### **Liability**

1. The pool and spa are used at one's own risk. The Cooperative is not responsible for injuries or individual property loss or damage.
2. Members are responsible for the behavior of and any damage caused by themselves, their household members, guests, renters or subleasees.

### **Safety**

1. The gate must be locked except upon entry and exit.
2. Children under 14 years of age in the pool area must be accompanied by an adult.
3. Using the pool or spa alone is not recommended.
4. Due to the shallowness of the pool and spa, no diving or jumping is allowed.
5. No glass containers or glass dishware are allowed in the pool area.
6. No running is allowed in the pool area.

### **Health**

1. In consideration for others, anyone with open wounds, sores or skin infections is not permitted in the pool or spa.
2. Any person who is incontinent, regardless of age, or any child who is not toilet trained or is in diapers, is not allowed in the pool or spa without adequate swim diapers.
3. Users must remove all food and drink when leaving and hose down the deck if spills have occurred.

### **General Conduct and Pool Area Care**

1. Large flotation devices are allowed in the pool only when it is not crowded.
2. Pool furniture must remain in the pool area at all times.
3. Radios or stereos must be used with headsets.
4. Excessively loud noise is not allowed in the pool area.
5. Neither food nor drink may be consumed while in the pool or spa.
6. No smoking will be permitted in the pool area.
7. Pets should not be brought into the pool area.

### **General Hours of Operation**

Hours are posted at the pool  
and may be changed from time to time by the Board.

**Removing a Name on a Share Certificate**  
**When a Change in Joint Member Status Occurs**  
(adopted 11/1/2016)

When there are two (or more) shareholder members listed on the share certificate, and a member is no longer a permanent resident at Dos Pinos, the departing member's name must be removed from the share certificate. The remaining member(s) shall notify the Corporation of the departure of the member and follow the steps below, as appropriate.

1. The departing member submits to the Corporation a notarized signed written release of membership. Upon receiving the release of membership rights by the departing member, the Corporation will reissue the share certificate in the name of the remaining member(s). No further action by either party is needed.

OR

2. If dissolution proceedings have been initiated, the remaining member will notify the Board in writing of the status of the case.
  - a. If the departing member has not voluntarily released his/her membership rights, the remaining member must submit written notification of the status of the case to the Corporation within three (3) months of departure of other member, and must update that status at least every six (6) months.
  - b. Upon receiving a copy of the final judgment giving the remaining member full ownership of the share or a written release of membership rights from the departing member, the Corporation will reissue the share certificate in the name of the remaining member(s).
3. In all other situations where one or more member(s) remain at Dos Pinos, the remaining member(s) must notify the Corporation of the departure of the member no later than three (3) months after the departure, and procure and submit to the Corporation a notarized written release of membership rights signed by the departing member(s) or other legal substantiation.
  - a. The written release needs to be submitted no later than six (6) months after this notification. The Corporation may reconsider the timeline based on the remaining member's demonstration that he/she is making a good faith effort to secure the release.
  - b. Upon receiving the release of membership rights by the departing member, the Corporation will reissue the share certificate in the name of the remaining member(s).
4. When joint members decide to sever their joint membership relationship, and one member wants to remain in the unit and the other member wishes to purchase another share to remain at Dos Pinos, that member may apply for another share and, when approved, be placed on the **current member wait list** for the size unit requested. When the new share is purchased the transfer of the new share happens simultaneously with the buyer's release of his/her interest in the original joint membership.

## **Room Rental Policy**

(adopted 12/6/2016)

### **I. Limit to Rental Agreements**

Shareholders of 2- or 3-bedroom units may rent dwelling rooms to individuals (hereafter called “renters”) as long as the shareholder remains in residence. Only one rental agreement can be signed for a two-bedroom unit, and no more than two rental agreements may be signed for a three-bedroom unit.

### **II. Conditions for Rental Agreements**

Dwelling rooms may be rented under the following conditions:

- A.** The renter and shareholder for the unit will complete a DPHC, Inc. Dwelling Room Rental Agreement form that will be signed by both parties. A copy of the signed document will be kept in shareholder’s file.
- B.** The shareholder agrees to assume full responsibility for the actions of his/her renter(s).
- C.** Shareholders agree to keep, perform and fulfill all conditions and agreements described in the Occupancy Agreement and Community Rules of the Dos Pinos Housing Cooperative, Inc.
- D.** If the renter brings a pet, the shareholder will update the unit’s Pet Inventory in the Office. No more than two (2) total cats and/or dogs are allowed per unit.
- E.** The renter understands that, should the shareholder sell his/her share in the Dos Pinos Housing Cooperative, Inc., the renter will vacate the premises as agreed with the shareholder, but in no case later than required by the shareholder and/or Dos Pinos management.
- F.** Board approval for a shareholder to rent a room in the unit is not required.

## Room Rental Agreement

The shareholder named below proposes to rent room(s) to the party(ies) named below. Both parties have read and understand the Room Rental Policy.

Proposed renter(s) under this Agreement: \_\_\_\_\_

Any additional residents also included under this Agreement: \_\_\_\_\_

The proposed term of this rental agreement is from \_\_\_\_\_ to \_\_\_\_\_.

Vehicle(s) owned by the renter(s) is/are:

Vehicle \_\_\_\_\_ License # \_\_\_\_\_

Vehicle \_\_\_\_\_ License # \_\_\_\_\_

Pet(s) owned by the renter(s) is/are (describe cat/dog by size, breed, color and age):

\_\_\_\_\_

I, \_\_\_\_\_ agree that should the shareholder to whom this unit is  
(Printed renter's name)

assigned sells his/her share, my right to live in the unit will end and I will vacate the premises.

\_\_\_\_\_

(Signature of renter)

(Date)

I, \_\_\_\_\_ of Unit # \_\_\_\_\_ agree to and assume full  
(Printed shareholder's name)

responsibility for actions of my renter listed above for the period of time s/he lives in my unit, and I further agree to reside in my unit for the full term of this agreement.

\_\_\_\_\_  
(Signature of shareholder)

\_\_\_\_\_  
(Date)

## **Share Transfer Policy** **(adopted April 21, 2009)**

1. **Notification of Intent to Sell.** Member(s) wishing to sell his/her/their share must submit the completed *Intent to Sell* form, with the names and signatures of all owners of the share, to the DPHC Office Manager to begin the sale process. Because the process can take a considerable amount of time to complete, it is recommended that the form be submitted a minimum of 60 days prior to the date the member(s) wishes to complete the transfer process and move. The Office Manager will provide the Seller(s) with a preliminary calculated Share Value Statement showing interest and permanent improvement value as of the date the *Intent to Sell* form is submitted. This is to be used as a reference point in the maximum value of the share.
2. **Procedure When There Is A Waiting List.** If a waiting list exists, the Office Manager will give the Seller the names and contact information of the first 10 Applicants on the list. The Seller must offer the share to the Applicant(s) in the highest position on the waiting list who 1) notifies the Seller of his/her desire to purchase the share within 10 days of notification from the Seller regarding the availability of the share and 2) agrees to the Seller's share price and the terms of the transfer.
3. **Procedure When There Is No Waiting List.** If there is no waiting list, the Seller must find a Buyer by soliciting applications for membership. The potential Buyer then must submit an application for membership. The process outlined in the Member Selection and Waiting List Policy will be followed. In the event there is no waiting list, every effort will be made by the Board and Office Manager to expedite the member selection procedures so a sale may occur as rapidly as possible. Buyer and Seller cooperation with all aspects of the application for membership and share sale process will assist in this effort.
4. **Proposal for Transfer of Share.** The Maximum Transfer Value listed on the final Share Value Statement for the date of the proposed transfer of membership is the maximum amount that the Seller may charge for the share and reflects all accrued interest to the date of the transfer of membership. The Buyer and Seller may negotiate a sale price of any amount less than the stated maximum amount. When agreement is reached, the Buyer and Seller must submit a Proposal for Transfer of Share form which must state the terms of the transfer: 1) sale price, 2) proposed transfer date, and 3) items to be left in the unit or other terms of the proposal. The potential Buyer(s) meets with the Office Manager and signs the Membership Agreement/Formal Application for Membership form and pays the required deposit. The Proposal for Transfer of Share and membership application file goes to the Board for approval. If the potential Buyer(s) has been on the waiting list a year or longer, the management company will reassess the Buyer's ability to meet the financial criteria for membership. If the Buyer does not meet the financial requirements and is denied membership, the Seller is free to negotiate with the remaining Applicants on the waiting list or find a Buyer (see Section 2 or 3 above, as applicable).
5. **Payment of Share Value to Seller.** The Seller will be paid the share value remaining after all legitimate deductions have been made regarding any costs the Seller incurred in the move-out process. This payment will be made as quickly as circumstances allow.

## **Sublease Policy**

(adopted 11/1/2016)

Dos Pinos Housing Cooperative is a member-occupied residential housing community. The Occupancy Agreement, which is signed before a Membership Certificate is issued, states that the member “has a bona fide intention to reside in the Cooperative.”

The Occupancy Agreement describes in Article 4 how the premises are to be used. The member and his/her household must use the units for residential purposes except as permitted by the Board of Directors.

Therefore, the subleasing of dwelling units is a departure from the general rules and Agreements, and is expressly limited by this sublease policy.

1. With prior approval of the Board of Directors, members are permitted to sublet their units for up to 12 months.
2. No sublease will be approved by the Board of Directors unless the Member has completed an initial residency of at least one year at the Cooperative.
3. Prospective sublessee(s) may not occupy the unit prior to final approval by the Board of Directors except as household members while the member resides there as well.
4. The Member must continue to pay the monthly assessments to the Cooperative during the period of any sublease. The Cooperative will not accept payments by the sublessee.
5. At the conclusion of the sublease, the member must resume occupancy of his/her unit or initiate sale of his/her share in the Cooperative.
6. Permission to sublease may only be granted once during a member’s residency at Dos Pinos.
7. After the expiration of the initial maximum 12-month period and given extraordinary circumstances, the Board of Directors, at its discretion, may allow a sublease to continue on a month-to-month basis until the sale of the unit is completed, as long as the member demonstrates that he/she is making a good faith effort to complete the sale in a timely manner. The sublessee will not be granted a special privilege to purchase the share outside of the Member Selection and Waiting List Policy.

## **Procedure**

1. The member must notify the Board of Directors of his/her desire to sublease his/her dwelling unit by submitting a completed Request for Approval to Sublease form and a \$25 application processing fee. The Board will not begin its consideration of the request until the form and the fee have been submitted.
2. The prospective sublessor(s) and sublessee(s) will be interviewed by the Board or its designated representatives. A completed interview form will be submitted to the Board, which will be considered in conjunction with the Request for Approval to Sublease form.
3. The Member requesting the approval to sublease will be contacted in a timely manner regarding the Board's approval or denial of the request.

Failure to comply with the Sublease Policy or these procedures or provision of the Sublease Agreement may, at the Board's discretion, result in the termination of the sublease and the shareholder's membership in the Cooperative. All expenses incurred by the Cooperative in any such termination will be charged to the member.



## REQUEST FOR APPROVAL TO SUBLEASE

I request approval to sublease Unit \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.

The sublessee(s) will be \_\_\_\_\_,

[and \_\_\_\_\_,

- I understand that the term may not exceed one year.
- In making this request, I understand that I remain responsible for all obligations and conditions contained in my Occupancy Agreement, Membership Agreement, and the Cooperative Bylaws, Policies and Community Rules.
- Further, I understand that it will be my responsibility to ensure that my sublessee(s) complies with all the Cooperative Bylaws, Policies and Community Rules applicable to members as residents.

Unit \_\_\_\_\_ (Printed Member Name) \_\_\_\_\_

Date: \_\_\_\_\_ (Member Signature) \_\_\_\_\_



## SUBLEASE INTERVIEW

The Sublease Interview team, duly appointed by the Board of Directors, has interviewed the prospective sublessor(s) and sublessee(s) and recommends that the request for the sublease be:

☐ Approved ☐ Denied If denied, reason for denial: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## BOARD ACTION

Request is ☐ approved ☐ denied by the Board of Directors on (date) \_\_\_\_\_

Motion # \_\_\_\_\_

(President's signature)

If denied, reason for denial:

\_\_\_\_\_  
\_\_\_\_\_

Approval does not become final until both the member(s) and the sublessee(s) sign the Sublease Agreement in the presence of a designated Board member or the Office Manager and the member submits to the Office a copy of the lease agreement between the member and the sublessee(s).



## SUBLEASE AGREEMENT

I have been provided with and agree to be bound by the Sublease Policy, the member's Occupancy and Membership Agreements, the Cooperative Bylaws, Policies and Rules. I understand that the Board, at its discretion, may terminate the sublease at any time for a violation of the Sublease Policy.

Date of Sublease. from \_\_\_\_\_ to \_\_\_\_\_

Member: \_\_\_\_\_ Date: \_\_\_\_\_

Sublessee: \_\_\_\_\_ Date: \_\_\_\_\_

Final Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
(designated Board Member)

The member hereby appoints the following person as his/her/their agent for service of legal process and to receive other communication from Dos Pinos. I understand that the appointed agent must reside in Yolo or Sacramento County.

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

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

Telephone/cell phone number: \_\_\_\_\_

## **Transfer of Share upon Death of a Member**

(adopted 11/1/2016)

The purpose of this policy is to implement Dos Pinos Housing Cooperative Bylaws, Article 3: Membership; Section 3.10: Transfer of Shares; Subsection d.: Death of a Member.

- I. **Surviving Members.** When a member who owns a share as a joint tenant or owns a share with a co-owner as “community property with rights of survivorship” dies, the Corporation shall immediately, upon proof of death, issue a new share certificate that lists only the surviving member’s name.
- II. **No Surviving Member.** When a member dies and there is no joint tenant or surviving community property co-owner of the share, the Corporation must, within 30 days of the proof of death submission to the Board, purchase the share from the deceased member’s estate. The share value price shall be as provided in Bylaws Section 3.12 and the sale process involving the offer to sell a share and proposal to transfer a share, to the extent applicable, shall be the same as applies to the sale and transfer of a share by a member to an applicant. The share transfer date shall be sometime before the close of the 30-day period described above, unless the circumstances described in III below occur.
- III. **Transfer Timeline.** Immediately after the death of the member, the estate representative of the deceased member may request, in writing, an extension of time beyond the 30 days provided above to complete the share transfer to the Corporation. The Board shall immediately consider this request and exercise its discretion in a way that considers the needs of the estate, while protecting the financial interests of the Corporation. The response to the estate representative shall be in writing and include the proposed share transfer date and also the condition that any accrued assessments, not paid between the date of death and the estate-requested postponed share transfer date, will be withheld from the final share payout to the estate.

In considering the request for an extension of the time provided between the member’s death and the share transfer date, the Board will give special consideration to a request that is described as intending to provide an adequate transitional period for a current non-shareholder resident of the deceased member’s household to continue to reside in the unit, if that household resident meets the conditions listed in the “Member Selection and Waiting List Placement Policy section II.C.” The parties shall limit this transitional period to a maximum of four months from the death of the member unless extraordinary circumstances exist to increase that maximum. Under no circumstances will the transition period be more than six (6) months.