

FOREST ROW ASSOCIATION BY-LAWS

Article 1 - General

Section 1. Purposes

The Association is a not-for-profit association whose purpose is the planning and carrying out (supervising) the Land Use Plan (attached) for Forest Row land in conjunction with the Community Land Trust in the Southern Berkshires. The members of the Association, individually and collectively hold an interest in said land based on lease agreements with the Community Land Trust, the owner of the land. The intent of the supervision of the Association shall be to facilitate its members' use of the land in accordance with the terms of the leases and in such a way as to conserve the land's resources, protect the environment for all concerned, facilitate the social welfare of the community of lessees, including inter-relationships of residential, recreational, forestry, cottage industry and the natural aspects of the land, and establish methods and forms of cooperation within the membership.

Section 2. Offices

The offices of the Association shall be at Forest Row.

Article 2 - Membership

Section 1. Members

All leaseholders of Forest Row land from the Community Land Trust in the Southern Berkshires and all adult household members of Forest Row land shall be members of the Association.

Section 2. Requirements

All leaseholders of Forest Row land from the Community Land Trust or residents of houses at of Forest Row for six months or longer are required to become Forest Row Association members at signing of the lease or occupation of a house or building.

All members of Forest Row Association shall maintain membership in the Community Land Trust in the Southern Berkshires.

Section 3. Rights

- A. Members have a final voice in decisions of the Association and in the appointment of the Management Committee.
- B. All members have access to the commonly managed land of the Association for the purposes of recreation, gardening, and any other accepted activities.
- C. The Forest Row Association shall enter into an agreement with the Community Land Trust which would give its members the right of first refusal to purchase any units that may become available through the Land Trust at Forest Row.

- D. Each of the 18 (eighteen) leaseholds at Forest Row is entitled to one (1) vote on decisions before the Association.
- E. All members have the right to call a meeting of the Association for discussion of policies relating to the land by forwarding a letter to each member.
- F. All members may receive such written material as Association meeting minutes and newsletter.
- G. All decisions of the Association are to be made by majority vote. In order to be a formal meeting, all meetings will require a two-thirds (2/3) quorum.

Article 3 - Responsibilities Responsibilities of Association Members Leasing Sites from the Community Land Trust in the Southern Berkshires.

- A. Leasehold members are responsible for all improvements including parking area, water systems, electrical service, lawn upkeep, sewage and garbage disposal at their particular building site. Roads, water systems, electricity, and sewage system serving all 18 units at Forest Row are the joint responsibility of all 18 leaseholders. This joint responsibility shall be met by timely payment of the maintenance fee assessed each leasehold by the Community Land Trust in accordance with the lease agreement on the site. Forest Row Association may assume responsibility for repair, maintenance or upkeep of any of these facilities by entering into a contract for same with the Community Land Trust where appropriate and/or with individual leaseholders where appropriate.
- B. Leasehold members as individuals are responsible through lease arrangements with the Community Land Trust in the Southern Berkshires for payment of taxes on their own residential units as assessed by the town of Great Barrington.
- C. Leasehold members are responsible jointly through lease arrangements with the Community Land Trust in the Southern Berkshires for payment of liability insurance for the commonly used property at Forest Row and for the payment of taxes due on the commonly used land as assessed by the town of Great Barrington.

Section 2. Responsibilities of the Association

- A. Planning and carrying out (supervising) the Land Use Plan for Forest Row in conjunction with the Community Land Trust. This includes estimates of cost for developing recreational facilities on Forest Row
- B. In conjunction with the Community Land Trust in the Southern Berkshires negotiating with the Town of Great Barrington regarding municipal needs.
- C. Maintain all commonly held facilities or tools of the Association.

Article 4 - Duties and Powers

Section 1. Duties of the Association

- A. Be responsible for the general management of the affairs of the Association.
- B. Determine by whom and in what manner deeds, leases, contracts and other instruments shall be executed on behalf of the Association.

Section 2. Powers of the Association

- A. Create such positions or committees as it may determine to be necessary and/or desirable for the conduct of the affairs of the Association.
- B. Designate the use of the land in keeping with the governing lease agreements held by members of the Association with the Community Land Trust in the Southern Berkshires and on such terms as will conserve the resources of the land and protect the environment of the community. Such decisions will require the unanimous consent of the members of the Association.
- C. To take such actions as necessary to raise and disburse funds to meet the needs of the Association.

Article 5 - Management Committee

Section 1. Selection, Structure and Tenure

- A. The Association will select four of its members at the first annual meeting to act as a Management Committee to carry on the day-to-day business and responsibility of the Association.
- B. The management Committee will select one of its members to act as the Association representative to the Board of the Community Land Trust and to act as a public liaison person. The Management Committee will also appoint one of its members to act as the coordinator to act on a day-to-day basis and to chair all meetings.
- C. Each Management Committee member will serve for a period of two (2) years, except that those terms will be staggered so that two members' terms will expire each year. This will necessitate staggered terms of one (1) and two (2) years at the onset of the Committee.
- D. The Management Committee will be selected at the Association's annual meeting, except that in the event of a resignation or other need for replacement, a special meeting may be called.

Section 2. Duties of the Management Committee

- A. Be responsible for the management of the day-to-day affairs of the Association.
- B. If no consensus is reached by the Management Committee on an issue before it, the issue will be presented to the Association at a special meeting.
- C. All decisions of the Management Committee are subject to the advice and consent of the Association and may be appealed.

Article 6 - Meetings

Section 1. Annual Meeting

- A. Time and Place: The annual meeting of the Association shall be held on the second Saturday of September of each year at such a place as the Association may select and notice thereof shall be afforded each of the members of the Association not later than ten (10) days prior thereto.
- B. Business: At the annual meeting of the Association:
 - 1. The Management Committee shall report on the affairs of the Association;
 - 2. The Treasurer shall report on the financial condition of the Association;
 - 3. The Association shall conduct such business as may properly come before it.

Section 2. Regular Meetings

Regular meetings of the Management Committee may be held at such times and places as the Management Committee may establish at the annual meeting or any regular meeting, and notice thereof shall not be required.

Section 3. Special Meetings

The coordinator, members of the Management Committee, the Treasurer, or any three Association Members may call a special meeting of the Association and notice thereof shall be afforded each of the members of the Association not later than seven (7) days prior thereto.

At a special meeting of the Association, that matter or those matters for which the meeting was called, as stated in the notice of the meeting, may be acted upon by the Association unless all of the Association Members shall be present at the meeting and shall consent to taking action on other matters.

Article 7 - Officers

Section 1. Designation of Treasurer

The Association shall appoint a Treasurer.

Section 2. Duties of Treasurer

The Treasurer shall:

- A. Have custody of the funds of the Association;
- B. Deposit all money of the Association to the credit of the Association in such depositories as the Management Committee may designate;
- C. Maintain all assets of the Association as the Management Committee may order and/or authorize and, if required, take proper vouchers for such disbursement;
- D. Keep full and accurate accounts of receipts and disbursement in books of the Association maintained for that purpose; and

- E. Render an accounting of his or her transactions as Treasurer and of the financial condition of the Association to the Management Committee at the annual meeting of the Association, and at regular meetings of the Management Committee, and whenever in addition thereto the Management Committee may require.

Section 3. Secretary

The Association shall appoint a Secretary.

Section 4. Section 4 - Duties of the Secretary

The Secretary shall:

- A. Have custody of all the records of the Association.
- B. Maintain minutes of the meetings of the Association and the Management Committee.

Article 8 - Miscellaneous Provisions

Section 1. Dissolution of the Association

In case of the dissolution of the Association, the assets shall be distributed to the Community Land Trust in the Southern Berkshires for the purpose of holding these assets in trust for the common benefit of the residents of Forest Row.

Section 2. Amendments

Except as otherwise provided for, these by-laws may be amended by consensus or subsequent voting procedures of the leaseholds constituting the Association. A notice of a proposal to alter or amend the by-laws shall be afforded each of the members of the Association not later than seven (7) days prior to the meeting when such a proposed action would take place.

Section 3. Policies

The Association shall compose a list of policies regarding use of Forest Row land. Such policies shall be in conformity with the intent of Association members' leases with the Community Land Trust in the Southern Berkshires governing use of the land.

Berkshire Community Land Trust
P.O. Box 276
Great Barrington, MA 01230
(413) 528-4472 • www.berkshirecommunitylandtrust.org