

Agreement for Formation of the Colony Mobile Community, Northwest Colony Mobile Community LLC

This Agreement is made by and between the undersigned individuals, collectively referred to as the "Members" of the Colony Mobile Community, Northwest Colony Mobile Community LLC ("the LLC"), for the purpose of establishing a community-based entity to collectively pursue the purchase of the **[Manufactured Home Park Name]** manufactured home community ("the Property").

I. RECITALS

1. WHEREAS, the Members are tenants and/or owners of manufactured homes located within the Property;
2. WHEREAS, the Members recognize the opportunity to collectively purchase the Property to secure affordable housing, maintain community stability, and preserve shared values;
3. WHEREAS, the Members, through a qualified tenant organization representing a majority of the tenants in the community based on home sites, or an eligible organization, seek to have an opportunity to compete for the purchase of the Property;
4. NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members agree to form the LLC for the purpose of purchasing and managing the Property.

II. ARTICLE I - Formation of the LLC

1.1 Name

The organization shall be known as the **Colony Mobile Community, Northwest Colony Mobile Community LLC**.

1.2 Purpose

The purpose of the LLC is to:

- a. Pool resources to compete in the purchase of the Property;
- b. Negotiate with the seller(s) of the Property;
- c. Secure funding through loans, grants, or other financial means;
- d. Operate and manage the Property as a Northwest Colony Mobile Community LLC housing community, if purchased.

1.3 Legal Structure

The LLC shall be formed as a limited liability company under the laws of the State of Washington.

III. ARTICLE II - Membership

2.1 Eligibility

Membership is open to all tenants or owners of manufactured homes within Clark County, Washington State who support the LLC's purpose.

2.2 Rights and Responsibilities

Members shall:

- a. Participate in meetings and decision-making;

- b. Contribute financially to Northwest Colony Mobile Community LLC as determined by the Members;
- c. Abide by the terms of this Agreement and any subsequent bylaws adopted by the LLC.

2.3 Membership Contributions

Each Member shall make an initial contribution of \$0 to establish the LLC's operating fund. **Contributions** are welcome.

2.4 Assignment of First Rights of Refusal

By signing this Agreement, each Member assigns their first rights of refusal for the purchase of the Property to the LLC's designated representative, Mr. Baer-David Dobson, residing at 1003 NW 139th St., Unit 12, Vancouver, WA 98685.

2.5 Expansion of Mission and Scope

Effective October 30th, the Colony Mobile Community Northwest Colony Mobile Community LLC is now accepting all tenants of manufactured homes in Clark County **and the state of Washington** in order to protect their first rights of refusal against developers.

2.6 Permanence and Revocation of Surrender

The surrendering of the first rights of refusal described in Section 2.4 constitutes a permanent surrender unless voluntarily released by the LLC and the Managing Member Baer David Dobson in writing in accordance with Washington State law.

2.7 Limited Rights and Responsibilities of New Members (Effective October 30th)

Any Member who joins pursuant to Section 2.5 after the effective date of October 30th is not obligated or responsible to participate in any general meetings or votes of the LLC related to the purchase, management, or operation of any Property other than their own manufactured home park community.

IV. ARTICLE III - Governance

3.1 Board of Directors

The LLC shall be governed by a Board of Directors. The Board shall:

- a. Represent the interests of the Members;
- b. Oversee the LLC's operations and finances;
- c. Act as the primary negotiators for the purchase of the Property.

3.2 Meetings

Regular meetings shall be held once a year, with special meetings called as needed. Notice shall be provided at least 7 days in advance.

3.3 Decision-Making

Decisions shall be made by majority vote unless otherwise stated.

V. ARTICLE IV - Financial Matters

4.1 Funding

The LLC shall seek funding through:

- a. Member contributions;
- b. Grants and contributions;
- c. Loans.

4.2 Use of Funds

Funds shall be used exclusively for the LLC's purposes, including but not limited to:

- a. Purchase-related expenses;
- b. Administrative costs;
- c. Legal and professional fees.

VI. ARTICLE V - Acquisition of the Property

5.1 Purchase Proposal

The LLC shall develop a purchase proposal outlining terms and conditions.

5.2 Due Diligence

Includes property appraisals, environmental assessments, and zoning review.

5.3 Tenant Organization Representation

The LLC shall act as a qualified tenant organization with the legal right to compete for the purchase.

5.4 Final Approval

Purchase requires a supermajority vote.

VII. ARTICLE VI - Dissolution

6.1 Voluntary Dissolution

Requires a supermajority vote.

6.2 Distribution of Assets

Distributed per Washington State law.

VIII. ARTICLE VII - Miscellaneous

7.1 Amendments

May be amended by majority vote.

7.2 Governing Law

Washington State.

7.3 Severability

Invalid provisions do not void the remaining agreement.

7.4 Voluntary Execution; Acknowledgment of Rights Assignment

By executing this Agreement, each Member expressly acknowledges and affirms that: (a) they are signing this Agreement knowingly, voluntarily, and of their own free will; (b) they are not acting under duress, coercion, undue influence, or misrepresentation of any kind; (c) they have been fully informed and provided clear notice that execution of this Agreement includes the assignment and surrender of their first rights of refusal as described herein; and (d) such assignment is made for the purpose of collective protection of the Member and the manufactured home community through the LLC. Each Member further acknowledges that they have had the opportunity to ask questions, seek independent legal advice if desired, and fully understand the legal effect of this Agreement prior to signing.

7.5 Founder's Legal Ownership

As the founder and personal owner of the first rights of refusal protecting all the rights and engaging with Developers to protect the organization, the founder legally owns 51% of the organization and anything related to it. In the event of an emergency, the founder may use this 51% ownership as a majority vote.

IX. MEMBER SIGNATURES (4 Slots)

The undersigned Members agree to the terms and conditions set forth in this Agreement.

Printed Name:	<hr/>	Date:	<hr/>
Address:	<hr/>		
Manufactured Home Park Name:	<hr/>		
Signature:	<hr/>		

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Signature:	<hr/>		

NOTARY ACKNOWLEDGMENT (For DocuSign Remote Notarization)

State of Washington

County of _____) ss.

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public Signature: _____**Printed Name:** _____**Notary Commission Expires:** _____**Notary Registration/License No. (if applicable):** _____Notary Seal:
