

BY LAWS
AMEEN HOUSING CO-OPERATIVE OF
CALIFORNIA INC.

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BY LAWS

SECTION 1 : MEMBERSHIP

CLAUSE 1 : REQUIREMENTS FOR MEMBERSHIP

For admission in the Co-operative the applicant must:

- (1) Fill up an application and pay an annual non-refundable membership fee of \$100.00 to the Co-operative until the Co-op starts generating income.
- (2) Be a member of ISNA or become a member of ISNA by filling the application and paying the membership fee.
- (3) Pledge to purchase a minimum of ten (10) shares per calendar year. (Refer to section 1, Clause 3 (4)).
- (4) Pledge to comply with the Islamic Moral code, by-laws, regulations and policies of the Co-operative.
- (5) The application for membership must be approved by the Board of Directors.
- (6) Minimum age for membership is 18 years.

CLAUSE 2: RIGHTS AND LIMITATIONS

- (1) Each member has one vote in the General Body Meeting irrespective of the amount of funds he accumulates in his account provided that he/she is a member in good standing.
- (2) Every member shall be eligible to seek elections and hold office in the Board of Directors of the Co-operative, provided that he/she has been member in good standing for one year.
- (3) Every member has the right to be assigned a residence according to the policies and time schedule set forth in accordance with section (vii) described hereafter, provided he/she is a member in good standing.
- (4) A member may transfer his/her housing unit to a non-member if no member of the Co-operative is willing to take it, provided it is approved by the Board of Directors.

CLAUSE 3: TERMINATION OF MEMBERSHIP

- (1) Upon written charges brought against any and upon filing such charges with the secretary and upon hearing by the Board of Directors in a duly convened meeting, for such purpose, a member may be suspended or expelled from the Co-operative by the Board of Directors. The charged person has to be present in the meeting
- (2) Any member so expelled or suspended and not reinstated, shall have the right to a hearing before the next Annual General Body meeting, if he/she submits a written request to the president, for such a hearing. An affirmative majority vote of the General Body members to set aside such an expulsion or suspension shall make the Board reverse its decision.
- (3) Whenever the membership is terminated all the accumulated funds in the account of the member must be refunded within a period not to exceed two full years. Accumulated funds include his/her share of dividends or loss until the date of refund.

(4) Failure by any member to purchase a minimum of ten (10) shares per calendar year [Section 1 Clause 1 (2)] for two (2) consecutive years, may terminate his/her membership, unless his/her share balance is over \$2,000.00

SECTION II: GENERAL BODY

CLAUSE 1: POWERS

(1) The General Body shall have the power to outline guidelines for establishing policies and amend the Articles and By-Laws of the Co-operative.

CLAUSE 2: ANNUAL MEETING

(1) The annual General Body meeting shall be held sometime between June and September.

(2) The presence of thirty members or fifty percent of membership whichever is less, shall constitute the quorum of all General Body meetings.

(3) If a General Body meeting could not be conducted for lack of quorum, another General Body meeting shall be called within (60) days and in this meeting members present will constitute a quorum.

(4) The notice of all General Body meetings shall be mailed to each member at the address showing on the Co-operative's mailing list at least 21 days prior to the date of such a meeting.

CLAUSE 3: SPECIAL MEETINGS

(1) A special meeting shall be held:

(a) Upon the approval of the Board of Directors in a duly convened meeting.

(b) Upon the request of thirty members or twenty percent of the total members whichever is less of the Co-operative with full voting rights.

(c) At such a place and time as the Board of Directors may designate.

CLAUSE 4: VOTING

(1) The General Body shall arrive at a decision by voting. Each member has the right to one vote only, irrespective of the number of shares held.

(2) There shall be no substitutes or proxies for the absent members.

SECTION III: BOARD OF DIRECTORS

CLAUSE 1: BOARD MEMBERSHIP

(1) Subject to the provisions of the Articles and the By-Laws, the Board of Directors shall be responsible for the conduct of the affairs of the Co-operative.

(2) The Board of Directors shall be comprised of (1) President (2) Vice-President (3) Treasurer (4) Secretary (5) 3 members at large, two of them appointed by ISNA.(from local members), and Branch Co-ordinator(s).

(3) Members of the Board of Directors shall be elected at the General Body Meeting except the ISNA's nominated representative, who, only, will be confirmed by the General Body and Branch Coordinators, who will be elected by their respective branch members.

(4) The term of Board members will be two (2) years.

(5) In case of a resignation, and/or membership termination of a Board member, the Board will assign one of the members of the Co-operative to the same vacated position until the annual meeting of the General Body, where the vacancy should be filled by electing a member.

(6) **TERMINATION OF BOARD MEMBERSHIP:** If charges of a direct violation of the Articles and/or By-Laws or gross misuse or misappropriation of funds or obvious damage to the existence or interest of the Co-operative by the actions of any individual Board member are proven to be true to the satisfaction of the other Board members, such member shall be suspended from office by majority vote of the remaining Board members at any of their meetings, by a secret ballot. Such member may appeal to the General Body in its first coming meeting. The General Body may decide by a majority of the members present to either revoke the suspension or terminate his/her membership in the Board. At least four of the Board members should vote for termination.

CLAUSE 2: FUNCTIONS AND LIMITATIONS

(1) The board shall manage the project and businesses of the Co-operative to the benefit of its members, and shall employ its administrative staff and determine the terms of their employment.

(2) The Board shall assign residences or proposed residences to members and approve their Occupancy Agreements as specified in Section VII, "Housing Allocation & Occupancy Procedures" and regulations.

(3) The Board of Directors shall make and/or amend various Regulations governing the Housing allocation and Occupancy Agreements, as it deemed necessary.

CLAUSE 3: DUTIES OF THE BOARD OF DIRECTORS:

(1) The President of the board shall:

(a) Convene and preside over the meetings of the Board.

(b) Be responsible for executing the decision of the Board.

(c) Sign contracts on behalf of the Co-operative with other contracting parties, and sign other documents on behalf of the Co-operative when authorized to do so by the Board.

(d) Be the spokesperson of the Co-operative.

(e) May delegate any or all of his powers to the Vice-President.

(2) The Vice-President shall:

(a) Help the President in discharging his/her duties.

(b) Assume the President in discharging his/her duties.

(3) The Secretary shall:

(a) Handle the correspondence of the Co-operative.

(b) Prepare the agenda and notice for the Board meetings and distribute them one week in advance of the meeting.

(c) Be responsible for taking the minutes at each meeting.

(4) The Treasurer shall:

(a) Be responsible for the finances of the Co-operative.

- (b) Shall disburse all the expenses approved by the Board of Directors.
- (c) Be responsible for preparing the Annual Budget and periodic financial reports.
- (d) Be responsible for filing state and federal taxes.

CLAUSE 4: MEETINGS OF THE BOARD

- (1) There shall be at least one meeting of the Board in each calendar month.
- (2) The presence of four members of the Board shall constitute the quorum.
- (3) There shall be no substitutes or proxies for the absent members. However, a member who cannot be present, may communicate his views to the Board, prior to the meeting date. The President shall present these views to the Board.
- (4) A meeting shall be called upon the request of any two members of the Board.
- (5) Decisions will be arrived at by concurrence of the majority of members present at a duly convened meeting.
- (6) The President will have a casting vote in case of a tie on any decision.

SECTION IV: ELECTION PROCEDURE

CLAUSE 1: ELECTION CHAIRMAN

- (1) To hold elections for the Board of Directors, the Board shall appoint an Election Chairman from amongst the members of the Co-operative.
- (2) Such appointed chairman shall not eligible for the nomination to the Board of Directors.

CLAUSE 2: NOMINATIONS AND VOTING

- (1) Election Chairman will invite nominations to the Board of Directors from amongst eligible members as defined under Section 1, Clause (2) of the By-Laws. All these nominations must be received by the Election Chairman at least ten (10) days before the General Body Meeting.
- (2) All nominated members have to accept or reject their nomination before the actual voting.
- (3) Voting will be conducted separately, and in the following order:
 - (a) President
 - (b) Vice-President
 - (c) Secretary
 - (d) Treasurer
 - (e) Member at large

- (4) An unelected member can be renominated for any other of the unfilled positions.

CLAUSE 3: I.S.N.A REPRESENTATIVE

I.S.N.A. will be asked to nominate up to members of the Co-operative and any two of whom may be confirmed by the General Body as I.S.N.A.'s representative in the Board of Directors. I.S.N.A. nominees will function till the next General Body Meeting.

SECTION V: THE ACCOUNTING AND FINANCES.

CLAUSE 1: GENERAL

- (1) A separate account must be opened in the books for each member. It will be credited for his/her share and dividends, and debited for the losses.
- (2) A member must give in writing his/her intention to withdraw his/her accumulated funds to the Board. On approval the funds will be refunded within a period of two (2) years.
- (3) A separate account for each property must be maintained.

CLAUSE 2: INCOME AND EXPENSE ACCOUNT

- (1) All income arising from membership fees and donations will be credited to contributed surplus account.
- (2) All debit/credit balance in Income & Expense account will be transferred to Surplus/ Deficit account (Retained Earnings).

SECTION VI: DISTRIBUTION OF SURPLUS & DIVIDENDS

CLAUSE 1:

All occupancy charges after the fiscal year has ended, will be distributed as follows:

- (a) 75% to be credited to each common shareholders account in the proportion of his/her quarterly share holding, i.e. March 31, June 30, September 30, and December 31, in each fiscal year.
- (b) 25% towards operating expenses (Not to exceed 25%).

CLAUSE 2:

As soon as a member's account accumulates to \$100.00 or any multiple of \$100.00, he/she will be issued additional share(s) of the Co-operative. Any fraction will remain into member's account until another share can be issued, next quarter.

SECTION VII: HOUSING ALLOCATION & OCCUPANCY PROCEDURES

CLAUSE 1: ALLOCATION

- (1) Housing units will be allocated to members based on list Type A, Type B, and branch list as described in Regulations.
- (2) Eligibility for inclusion on list Type A and B will be determined by:
 - (a) Length of membership in the Co-operative, the least will be six months.
 - (b) Accumulation of shares, as outlined in Regulations.

CLAUSE 2: OCCUPANCY AGREEMENT

- (1) Occupancy Agreement covering occupancy charges (rent), repair and maintenance, duration and other conditions, will be drawn for each member who has been allocated housing unit by the Co-operative.
- (2) Contents of the Occupancy Agreement will be based on conditions set forth in the Regulations.

(3) Maintenance and upkeep will be the responsibility of the member to whom the housing unit has been allocated, as described in Regulations.

SECTION VIII: AMMENDMENTS

(1) Amendments to the By-Laws can only be submitted by either two members of the Board or ten members of the Co-operative or any general body meeting.

(2) All amendments shall be submitted in writing to the President of the Co-operative not less than forty five (45) days prior to any General Body or a special meeting. President must circulate them to all members at least 15 days before the scheduled meeting.

(3) All amendments shall require the approval by two-third members present in a duly held General Body Meeting.

July 13, 1996

Notes:
