



Action Requested/Required:

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: 5/15/25
- Hearing Date: _____
- Voting Date: _____

Department: Housing & Urban Development **Presenter(s) & Title:** Ken Patton
Housing Initiatives Director

Agenda Item Title:

Discussion of Canton Housing Team Recommendation that the City Create a Canton Community Land Trust

Summary:

The Canton Housing Team heard presentations about Community Land Trusts and how they operate. A Community Land Trust is a nonprofit community-based organization that acquires, owns and stewards land permanently for the common good. CLTs are best known for providing affordable homeownership opportunities that last generations. They do this by retaining ownership of the land and selling the housing on the land to lower-income households (utilizes long-term land lease). In exchange for below-market prices, purchasers agree to resale restrictions that ensure the homes will remain affordable to subsequent buyers. The CLT model allows lower-income households to build wealth through homeownership, while providing the community with a stock of homes that will remain affordable for generations.

Budget Implications:

Budgeted? Yes No N/A
 Total Cost of Project: Check if Estimated
 Fund Source: General Fund Water & Sewer Sales Tax Other:

Staff Recommendations:

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? Yes No

Attachments:

1. Council Agenda Cover Sheet 2. Community Land Trust definition 3. How a Community Land Trust Works 4. What is a Land Trust? 5. Canton Land Trust Articles of Incorporation 6. Canton Association By-Laws 7. Possible Land Trust Properties

A COMMUNITY LAND TRUST is a nonprofit, community-based organization that acquires, owns and stewards land permanently for the common good. CLTs are best known for providing affordable homeownership opportunities that last for generations. They do this by retaining ownership of a plot of land and selling the housing on that land to lower-income households. In exchange for below-market prices, purchasers agree to resale restrictions that ensure the homes will remain affordable to subsequent buyers. The CLT model allows lower-income households to build wealth through homeownership, while also providing the community with a stock of homes that will remain affordable for generations.

How does a Community Land Trust work?

1



Community land trusts use various sources of capital to acquire/develop homes in a geographic focus area.

Funding sources include:

- Foundations
- Public entities (federal, state, and local)
- Financial institutions
- Private donors

2



CLT

A new income-qualified resident buys and owns their house outright, but the CLT retains ownership of the land.

The homeowner leases the land beneath the house from the CLT, which maintains permanent affordability.

3



As long as the homeowner stays in the house, they are building equity.

Residents have the opportunity to serve on the CLT board of directors

When they are ready to sell, the CLT sets a price that allows them to **earn a portion of the equity** while maintaining an affordable price.

4



CLT

The new resident is still able to buy a home at a price that's been kept affordable, and agrees to the same requirements around the resale.

63% of CLT homebuyers go on to buy a market rate home, using the equity they gained by being a CLT homeowner.

What Is a Land Trust?

A land trust is a legal entity that takes ownership of, or authority over, a piece of property at the request of the property owner. Land trusts are living trusts that allow for the management of property while the owner is alive. However, like other [types of trusts](#), each land trust's terms are unique and can be tailored to individual needs.

The main positives of land trusts are that they generally protect landowner anonymity and keep property out of [probate](#). However, these protections aren't always guaranteed, and there is a risk of losing [redemption rights](#) and being disqualified from secondary market loans.

Land trusts are similar to other trusts but are meant exclusively for real estate. Land trusts can also hold other property-related assets, such as [mortgages](#) and notes. Any land can be used for a land trust, although they're mostly used for land conservation or developmental property.

KEY TAKEAWAYS

- Land trusts are organizations that take legal ownership, stewardship, or partial control over property at the request of the landowner.
- Title-holding land trusts, also known as Illinois land trusts, protect landowner anonymity and keep property out of probate.
- However, liability and privacy protections aren't always guaranteed, and there's a risk of losing redemption rights and being disqualified from secondary market loans.
- Land trusts are commonly used by real estate investors and estate planning property owners.
- Another form of land trust is a conservation land trust, used for managing undeveloped land to maintain natural resources, historical sites, and public recreational areas.

How a Land Trust Works

Land trusts, which are trusts tied to real estate, are often used for [estate planning](#). They are [revocable trusts](#), meaning they can be terminated or changed, and are meant to be used during your lifetime for managing properties.

Land trusts can include real estate (e.g., buildings or homes) or property notes and mortgages. They are typically used for the land involved in conservation or wildlife purposes, or for real estate development purposes.

Land trusts have three key parts—the grantor, trustee, and [beneficiary](#). The grantor is the person who creates the trust and [transfers the property](#). The trustee manages the trust, and the beneficiary is the one that benefits from the land trust.

Grantors handle the transferring of assets into the trust and set the terms of the trust, while trustees handle the intimate details of the property. For example, if a [rental property](#) is held in a land trust, a trustee might be responsible for overseeing maintenance and collecting rent payments.

Types of Land Trusts

There are two key types of land trusts—title-holding and conservation land trusts. Title-holding trusts allow individuals or entities to hold land anonymously. The big difference with a conservation land trust is that the owner must give up some land use and development rights.

Title-Holding Land Trust

A title-holding trust allows the property owner to anonymously maintain all rights over the property and direct the actions of the land trust. These trusts are also commonly called "Illinois land trusts" because they were first popularized in Chicago during the 1800s. At that time, property owners were not allowed to vote on city projects in the same places they owned land. To circumvent this law, wealthy businessmen and politicians would use land trusts to purchase land anonymously, thereby protecting their voting rights.¹

Not all 50 states have a legal structure in place for title-holding land trusts. However, most states defer to the Illinois land trust laws if they don't have their own.²

In a title-holding land trust, the landowner signs a document called a [Deed in Trust](#), which transfers legal ownership of the property. When setting up the trust, the landowner (who is both the trust grantor and the beneficiary) can specify how the land is to be managed, who has control over it, and how any income it produces is distributed. This means that, while the trust is the title-holder on paper, the landowner maintains complete control over the property.

Title-holding trusts are used as a way for property owners to maintain anonymity and keep valuable assets out of probate. They can also provide a number of other estate-planning benefits and [protect assets from judgments](#) or liens. This can be especially useful for the very wealthy, celebrities, and large companies who may want to keep development plans under wraps.

Conservation Land Trust

Conservation land trusts require that the property owner give up some rights over land use and development. The goal of a conservation land trust is to protect wildlife, historical or cultural sites, and natural resources from commercial development or other activities that may lead to disruption or pollution.³

In a conservation land trust, the trust doesn't necessarily take over the land title unless the property is donated in its entirety. Instead, a landowner can enter into a legally binding agreement, called a conservation [easement](#), thereby "donating" their development rights to the trust. The trust is tasked with ensuring that the easement is enforced and, in some cases, managing the property.⁴

Conservation easements can be tailored so that the landowner retains ownership and usage rights—such as the right to continue farming or raising livestock—while still ensuring that the land remains undeveloped in perpetuity. Conservation easements "follow the land," which means that the terms of the easement remain in force even if the land is sold or passed to heirs.⁵

Examples of Land Trusts

An example of a title-holding land trust is The Walt Disney Company's ([DIS](#)) resort in Florida. The Walt Disney World Resort in Orlando, Florida, was initially purchased in 1965 using a title-holding land trust. The original owners of the Florida swamplands, where the resort was built, had no idea that Disney (already a household name at the time) was behind the purchase. Had they been aware of the buyer's identity, they likely would have increased their asking price.⁷

Meanwhile, there are plenty of examples of conservation land trusts across the U.S., including the Ozark Land Trust, which covers dozens of projects across 28,000 acres through the Ozark region. The trust is a [non-profit](#)

[organization](#) that helps landowners preserve land in the Ozark area and protect it from urban development. The Ozark Land Trust helps accomplish this with nature preserves and conservation easements.⁸

Advantages and Disadvantages of Land Trusts

The key advantage of land trusts is that they provide liability and privacy protections, allowing real estate investors to keep property separate from personal finances. Using a land trust helps keep the details of [net worth](#) private. Real estate investors often use land trusts to keep property separate from other assets.

However, there are downsides to a property trust. Firstly, if you purchase the property under a land trust, any redemption rights are lost—that is, the right to reclaim the property just before (or after) [foreclosure](#). Second, most land trusts are automatically disqualified from secondary market loans.

The other issue with land trusts is that they give the illusion that there is no liability. Land trusts still have liability, even in Illinois. The real property owner, and not just the trust or trustee, can be found liable for things. Privacy isn't guaranteed, either, as court orders can pierce the privacy veil.

Pros

- Separate personal finances from real estate
- Privacy—anonymous property ownership
- Certain liability protections
- Ease of probate process

Cons

- Lose redemption rights
- May not qualify for secondary market loans
- No foolproof liability protections
- Privacy veil can be pierced

What's Unique About Land Trusts?

There is one other important distinction between title-holding and conservation land trusts: a donation to the latter could earn you a big tax break.

If a landowner donates their development rights to a conservation trust, they can receive a tax deduction equal to the difference between the value of the land as encumbered (with the easement in place) and what it could be worth if it were developed for its "highest and best use." In some cases, this deduction can be worth millions of dollars.⁹

Typically, landowners are either farmers and ranchers who have owned the property for generations or very wealthy individuals, families, or businesses that can afford to buy tracts outright. Recently, however, an investment niche has developed that is designed to open up the tax benefits of conservation to a larger portion of the population.

Investing in Conservation Easements

Using a multi-member [partnership](#) (or "syndicate"), these investment companies allow multiple [accredited investors](#) to pool their money to purchase land for conservation. After donating the property development rights to a land trust via a conservation easement, the members of the partnership split the tax deduction pro-rata. Thanks in part to these conservation partnerships, it is estimated that land conservation increased by 175% between 2005 and 2015.¹⁰

Conservation Easement Controversy

Of course, any time there's the potential for profit, someone will abuse the system. There have been some high-profile cases of people taking very large deductions for donating easements on golf courses, housing developments, and other properties that don't actually have much ecological or cultural value.¹¹

In response, there has been an aggressive backlash against syndicated investments, specifically, and the land trusts that accept their easement donations. However, this singular focus may not paint a complete picture of the issues at play. Whether donated by farmers, billionaires, or syndicated investors, it is clear that conservation easement donation laws require a closer look to ensure that the risk of abuse is minimized without removing the incentive to conserve.

How Does a Land Trust Work?

Land trusts work like other trusts, allowing grantors to set unique terms and conditions that fit their needs. Land trusts have three key parts—the grantor,

trustee, and beneficiary. Grantors create the trust and transfer the property into it, trustees manage the trust, and the beneficiary benefits from the trust.

What Is the Purpose of a Land Trust?

Land trusts are meant to create liability and privacy protections for landowners. Real estate investors, individuals, and entities use land trusts to help create separation for personal finances and property.

Who Purchases the Land in a Land Trust?

The land is generally purchased by an individual or business that will then transfer the property into a land trust. The grantor of the land trust is the individual or entity that creates the trust and transfers the property.

How Long Does a Land Trust Last?

Land trusts generally last for a set period of time, such as 20 years. It's up to the beneficiary to extend the trust term when it expires. If they do not, the property is sold.¹²

ARTICLES OF INCORPORATION
OF
CANTON COMMUNITY LAND TRUST, INC.

ARTICLE ONE

Name

The name of the corporation shall be:

CANTON COMMUNITY LAND TRUST, INC.

ARTICLE TWO

Perpetual Duration

The corporation shall have perpetual duration.

ARTICLE THREE

Nonprofit Corporation and Charitable Purposes

- (a) The corporation shall be a nonprofit corporation under the provisions of the Georgia Nonprofit Corporation Code. It shall be organized, and at all times thereafter operated, exclusively for charitable uses, educational purposes and otherwise for purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (as from time to time amended), and the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions (the "11Code"), and in particular:
- (i) To support and contribute to the building of safe, decent and affordable housing for low- and moderate-income residents in the City of Canton Georgia ("Canton" or the "City"), consistent with the income guidelines established for affordable housing programs;
 - (ii) To preserve the quality and affordability of housing for future low-income and moderate-income residents of Canton, including but not limited to preserving sustainable affordable housing opportunities in communities most likely to be impacted by public and private investment community redevelopment areas prioritized by the City Council of the City, and thereby lessen the burdens of government in respect thereof;
 - (iii) To promote the formation of neighborhood level community land trusts in furtherance of the goal of creating sustainable, affordable housing in Canton, and generally foster a favorable environment for the development of community land trusts;

- (iv) To foster and promote collaborative land use and community development with a view toward providing quality affordable housing opportunities in all neighborhoods of the City, with significant input from public sector, private sector and community participants;
- (v) To foster community revitalization and abate continued deterioration in economically disadvantaged neighborhoods by promoting (1) the development, rehabilitation, and maintenance of decent housing in such neighborhoods and (2) economic opportunities for low- and moderate- income residents of these neighborhoods, making land available for projects and activities that improve the quality of life and increase economic activity in these neighborhoods, and assisting residents of these neighborhoods in improving the safety and well-being of their community; and
- (vi) To serve the public welfare through engaging in the activities identified above, by promoting housing opportunities for low- and moderate- income people generally, and by educating individuals and the general public concerning housing for low- and moderate-income people.
- (vii) (h) To acquire, own, dispose of and deal with real and personal property and interests therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purpose of the corporation.
- (viii) To perform stewardship functions, consistent with the purposes set forth in these Amended and Restated Articles of Incorporation and in the corporation's Bylaws, in neighborhoods within the City which do not have an active community land trust or where the capacity of any existing community land trust (whether financial, operational or otherwise) is insufficient to adequately serve as a durable steward for lands and buildings or to otherwise permit it to achieve the goals and objectives of a properly functioning community land trust.
- (ix) To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and as are not forbidden by section S01(c)(3) of the Code, with all the power conferred on non-profit corporations under the laws of the State of Georgia.

ARTICLE FOUR

Tax-Exempt Nonprofit Corporation

The corporation shall be neither organized nor operated for pecuniary profit or financial gain.

(a) No part of the assets, income or profits of the corporation shall inure to the benefit of: or be distributable to, any member, director, officer, or trustee of the corporation, or any other private person; provided that nothing herein shall prevent the corporation from payment of reasonable compensation to any person for services rendered to, or for, the corporation, or from making payments and distributions in furtherance of the purposes as set forth in Article Three hereof.

(b) No substantive part of the activities of the corporation shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation whether pursuant to Section 501(h) of the Code or otherwise. No part of the activities of the corporation shall be devoted to participating in or intervening in (including the publication or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

(c) Notwithstanding any other provisions of these Articles of Incorporation or the corporation's Bylaws, the corporation shall not carry on, or include among its purposes, activities not permitted to be carried on:

(i) By a corporation exempt from federal income taxation under section 501(c)(3) of the Code; or

(ii) By a corporation, contributions, transfers or gifts to which are deductible for federal income tax purposes under sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code.

(d) In any taxable year in which the corporation is a private foundation as described in Section 509(a) of the Code, the corporation shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Code, and the corporation shall not (i) engage in any act of self-dealing as defined in Section 4941(d) of the Code, (ii) retain any excess business holdings as defined in Section 4943(c) of the Code, (iii) make any investments in such a manner as to subject the corporation to tax under Section 4944 of the Code, or (iv) make any taxable expenditure as defined in Section 4945(d) of the Code. It is intended that the corporation shall have, and continue to have, the status of an organization which is exempt from federal income taxation under section 501(c)(3) of the Code. All terms and provisions of these Articles of Incorporation and the corporation's Bylaws, and all authority and operations of the corporation, shall be construed, applied and carried out in accordance with such intent.

ARTICLE FIVE

Board of Directors

(a) The Board of Directors of the corporation shall consist of such number of directors as provided in the corporation's Bylaws, as amended from time to time. The Board of Directors shall have general charge of the affairs and any property and assets of the corporation. It shall be the duty of the directors to carry out the purposes and functions of the corporation. The directors shall have the powers and duties set forth in these Articles of Incorporation and in the corporation's

Bylaws to the extent that such power and duties are not inconsistent with the status of the corporation as a nonprofit corporation which is exempt from federal income taxation under section 501(c)(3) of the Code.

(b) Anything in these Article of Incorporation or in the corporation's Bylaws to the contrary notwithstanding, the corporation shall not be controlled, directly or indirectly, by one or more disqualified persons (as defined in section 4946 of the Internal Revenue Code) other than foundation managers and other than one or more organizations described in section 509(a)(1) or section 509(a)(2) of the Internal Revenue Code.

ARTICLE SIX

Members

The corporation shall not have any members.

ARTICLE SEVEN

Dissolution of Corporation

Upon dissolution of the corporation, the Board of Directors, shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation by distributing those assets exclusively for the purposes of the corporation, in such manner as the Board of Directors shall determine to the extent consistent with these Articles of Incorporation and the corporation's Bylaws. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction for the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine which are organized and operated exclusively for such purposes.

ARTICLE EIGHT

Registered Office and Registered Agent

The initial registered office of the corporation shall be at 110 Academy Street, Canton, Cherokee County, Georgia 30114. The initial registered agent of the corporation at such address shall be _____.

ARTICLE NINE

Principal Office

The mailing address of the initial principal office of the corporation is 110 Academy Street, Canton GA 30114.

Article 10

Definitions

For purposes of these Articles of Incorporation, "charitable purposes" include charitable, religious, educational, literary, or scientific purposes within the meaning of section 501(c)(3) of the Code, contributions for which are deductible under section 170(c)(2) of the Code. All references in this Articles of Incorporation to sections of the Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, and to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions.

ARTICLE ELEVEN

Limitation of Director Liability

- (a) A director of the corporation shall not be personally liable to the corporation for monetary damages for breach of duty of care or other duty as a trustee, except for (i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for the types of liability set forth in Georgia Nonprofit Corporation Code Sections 14-3-860 through 14-3-864, or; (iv) for any transaction from which the director derived an improper personal benefit.
- (b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.
- (c) If the Georgia Nonprofit Corporation Code or, by reference, if appropriate, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation¹ in addition to the limitation on personal liability provided herein, shall be limited to the

fullest extent permitted by the amended Georgia Nonprofit Corporation Code or the amended Georgia Business Corporation Code, as appropriate.

- (d) In the event that any of the provisions of this Article (including any provision within a single sentence) are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE TWELVE

Amendments

IN WITNESS WHEREOF, the Secretary hereby certifies that the attached Articles of Incorporation were duly adopted by the corporation effective as of the ___ day of _____.

Secretary

CANTON 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 Canton land in conjunction with the Canton Community Land Trust. 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 Canton.

Article 2 - Membership

Section 1. Members

All leaseholders of Canton land from the Canton Community Land Trust and all adult household members of Canton land shall be members of the Association.

Section 2. Requirements

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

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 Canton 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 Canton.

D. Each of the 18 (eighteen) leaseholds at Canton 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 Canton Community Land Trust.

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 Canton 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. Canton 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 Canton Community Land Trust for payment of taxes

on their own residential units as assessed by the City of Canton.

C. Leasehold members are responsible jointly through lease arrangements with the Canton Community Land Trust for payment of liability insurance for the commonly used property at Canton and for the payment of taxes due on the commonly used land as assessed by the City of Canton.

Section 2. Responsibilities of the Association

A. Planning and carrying out (supervising) the Land Use Plan for Canton in conjunction with the Community Land Trust. This includes estimates of cost for developing recreational facilities on Canton

B. In conjunction with the Canton Community Land Trust negotiating with the City of Canton 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 Canton Community Land Trust 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 Canton Community Land Trust for the purpose of holding these assets in trust for the common benefit of the residents of Canton.

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 Canton land. Such policies shall be in conformity with the intent of Association members' leases with the Canton Community Land Trust governing use of the land.

