

Blue Rock Farmland Commons

AN OHIO NONPROFIT CORPORATION

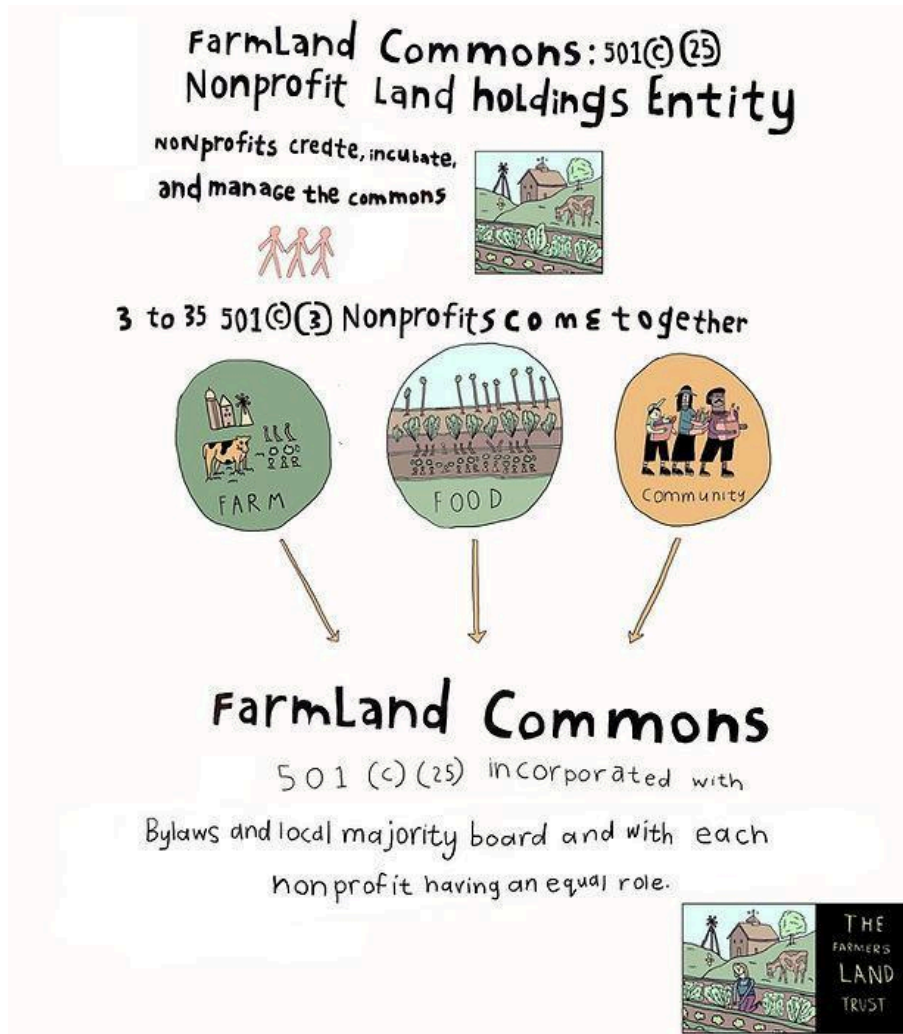
FARMLAND COMMONS BYLAWS

Welcome to Your Bylaws!	2
1. FOUNDATIONAL UNDERSTANDINGS	3
2. CORE VALUES OF THE COMMONS AND MEMBERS	5
3. ORGANIZATIONAL OVERVIEW	5
4. MEMBERSHIP	5
5. BOARD OF DIRECTORS	10
6. BOARD OFFICERS	19
7. STEWARDSHIP	20
8. AMENDMENT OF THE ARTICLES OF INCORPORATION OR BYLAWS	22
9. DISSOLUTION OF THE COMMONS	23
10. MISCELLANEOUS PROVISIONS	24
CERTIFICATE OF SECRETARY	27

DEFINITIONS

1. Board - Comprised of Directors, the Board is the governing body of the Commons.
2. Commons - The Blue Rock Farmland Commons 501(c)(25) entity.
3. Directors - The individuals serving on the Board of the Farmland Commons 501(c)(25) entity.
4. Members - The 501(c)(3) organizations that are the equal parents of the 501(c)(25) entity.

Welcome to Your Bylaws!



This organizational document is the first step towards building your Farmland Commons. Your Commons takes the legal shape of an Internal Revenue Code Section 501(c)(25) nonprofit land holding entity. These Bylaws are intended to (1)

define the organization’s purpose, (2) outline the basics of member and board governance, and (3) ensure compliance with the Internal Revenue Code. It is written in legal and plain language with the intent that both the legal and plain language have equal weight in the interpretation of these Bylaws. You can tailor these as you see fit to your organization.

1. FOUNDATIONAL UNDERSTANDINGS

About this Section: This section provides important foundational understandings that will be used in the remainder of the Bylaws.

Legal Language	Plain Language
<p>The Farmland Commons means the Blue Rock Farmland Commons (referred to as the “Commons”), which is a nonprofit organization as defined under Internal Revenue Code (“IRC”) Section 501(c)(25)(C) and Ohio Nonprofit Corporation law.</p> <p>Organizations under IRC 501(c)(25)(C) are tax-exempt, title-holding corporations established by three or more organizational Members with IRC Section 501(c)(3) status, created to hold land in trust and overseen by a Board of Directors.</p>	<p>Blue Rock Farmland Commons is a IRC 501(c)(25) membership organization, meaning the Members form the organization and choose the Board to govern it.</p>
<p>The sole objective of the Commons is to hold title to properties, encompassing land, infrastructure, and enhancements for uses such as agriculture, education, food systems, community, and residential, acting as a title-holding corporation that is exempt from federal income tax under Internal Revenue Code 501(c)(25).</p> <p>Responsibilities of Members entail overseeing all assets of the Commons, gathering income from leasing and renting out land and improvements, selling</p>	<p>The purpose of the Commons is to be a holding company of the land held in the Commons.</p>

<p>infrastructure situated on such land, and managing all other revenue produced by the Commons.</p>	
<p>All income collected from the leasing and rental of such land and real estate and property, sale of infrastructure on such land, and all other funds collected by the Commons, less expenses, shall be equally distributed among the Members. However, the Members and Board will direct as much revenue as possible to reinvest in the land, farm infrastructure or other operational costs of the Commons.</p>	<p>Any funds collected in surplus of the needs of the Commons will be equally distributed among the Members. However, the Members and Board will direct as much revenue as possible to reinvest in the land, farm infrastructure or other operational costs of the Commons.</p>
<p>“Founding Members” include Women’s Peace Power Foundation, Women Food and Agriculture Network, and The Farmers Land Trust. After the Founding Members, future Members shall be referred to as “Members.”Members shall at all times be organizations as defined by the Internal Revenue Service as tax-exempt under Internal Revenue Code Section 501(c)(3). Member roles and responsibilities are set out in Article 4 and include oversight of the Board of Directors.</p>	<p>Members are the organizational owners of the Commons. The initial members of the organization are Women’s Peace Power Foundation, Women Food and Agriculture Network, and The Farmers Land Trust. Members have a different role from Board directors. All Members of the Commons are exempt under IRC 501(c)(3).</p>
<p>The “Board of Directors” or the “Board” is the separate governing body required by Ohio law. Individual Board Members are referred to as “Directors.” The initial Board of Directors shall be individuals appointed by the Founding Members and named in the Articles of Incorporation.</p>	<p>The Board is the group responsible for the organizational decision making. It is composed of individuals known as “Directors.”</p>

2. CORE VALUES OF THE COMMONS AND MEMBERS

About this Section: This section provides the guiding philosophies of the Commons and Members.

Legal Language	Plain Language
N/A	<p>Blue Rock Farmland Commons values peace, treating the land lightly, and acknowledging that we are but the stewards of the land. Our job is to nurture and protect all things that are considered “the commons”; the soil, the insects, the critters, the air, the water, and the humans. In return we too are cared for and able to achieve lasting relationships with all things within “the commons”.</p> <p>As stewards we lay a template over each activity or goal to ensure that every action is rooted in this belief of peace and lightly living on the land. At some point, without words but through interactions with all things, it becomes second nature to those who interact with the land, no matter how briefly.</p> <p>This is the world we want to live in. This is the world we choose to attempt to create every day.</p>

3. ORGANIZATIONAL OVERVIEW

About this Section: This section provides a general outline of the tiers of governance within the Commons.	
Legal Language	Plain Language
a. Organizational Design	
1. The Commons is a nonstock nonprofit corporation.	The structure of the Commons is a nonprofit.
2. The principal office of the Commons shall be located at 1190 Virginia Ridge Rd, Philo, OH 43771	The address of the Commons is 1190 Virginia Ridge Rd, Philo, OH 43771.

4. MEMBERSHIP	
About this Section: This section highlights the role of the Members more specifically.	
Legal Language	Plain Language
a. Governance Overview	
1. At no time shall the Commons have less than three (3) or more than thirty-five (35) (the max number allowed under (c)(25) Members).	There can be 3 to 35 Members.
2. The Commons shall have one class of voting membership with equal voting rights.	The Members have equal voting rights.
3. All Members must be tax-exempt under IRC Section 501(c)(3). Members will choose an associated individual (staff, Board, or be delegated in writing) to represent them at Membership Meetings.	Members must be Section 501(c)(3) exempt organizations and choose an organizational

	representative.
b. Membership Elections	
<p>1. New Members may be elected by the current Members at any meeting of the membership. New Member nominations shall be made in writing at least 60 days prior to Membership Meeting to the Board.</p>	<p>Members may choose new Members at any Meeting of the Membership. Nominations are made prior to the Membership Meeting.</p>
<p>2. Nominees must fill out an application at least 30 days prior to the Membership Meeting. Nominations shall be circulated to all Members at least 10 days prior to the Membership Meeting.</p>	<p>Nominees will fill out an application at least 30 days before the Membership Meeting. The applications will be shared 10 days before the Membership Meeting.</p>
a. Membership Dues	
<p>1. The Board may require Members of the Commons to pay dues. The dues need not be equal for each Member. The decision to require dues, and the initial amount of dues, must be recommended and approved by the Board.</p>	<p>Membership dues may be required by the Board.</p>
b. Membership Meetings	
<p>1. A quorum of the Membership shall consist of 51% of all Members. If a quorum is not present, matters may be voted on either electronically, at the convening of a special meeting, or during the next scheduled meeting.</p>	<p>At least 51% of the Members must be present at a Membership Meeting in order to do any business.</p>
<p>2. The Board shall provide written notice of every Membership Meeting to all Members before the meeting and shall include an agenda for the meeting. Reasonable notice is defined as no fewer than 10 days sent via group email.</p>	<p>The Board must give the Members at least 10 days' group email notice of any Membership Meeting.</p>
<p>3. The Members must meet at least once a year for the Annual Membership Meeting. This</p>	<p>The Annual Membership</p>

<p>meeting is for (i) reports to the Membership by its Officers and the Board of Directors, (ii) the election of Membership Officers and Board Directors, (iii) creation of the Affinity Groups, (iv) the assessment of dues, and (v) the transaction of other business.</p> <p>Decisions can only be made about business already on the agenda prior to the start of the meeting. If new business is brought up during the meeting that is not previously on the agenda prior to the start of the meeting, it can be discussed, but another meeting no sooner than 7 days after the current meeting must be set for any decision regarding the new business to be made.</p> <p>The Annual Membership Meeting shall be held in the fourth quarter of each year or as otherwise set by the Board of Directors. The location and specific time of the Annual Membership Meeting shall be determined by the Board of Directors. Notice of the Annual Membership Meeting shall include the following as applicable: a list of those persons nominated for Membership, Officer positions, and for the Board of Directors as provided in Article 4 and Article 5 of these Bylaws.</p>	<p>Meeting will discuss important business of the Commons and occur in the 4th quarter of the year or as otherwise determined by the Board. No new business can be decided upon that was not already on the agenda. New business must be added to the next meeting agenda.</p>
<p>4. Regular Meetings may be scheduled as agreed upon by at least 51% of the current Members. Regular Meetings may take place in person or using a mutually agreed upon video conferencing platform.</p>	<p>In addition, there may be other regular meetings that the Members decide are necessary.</p>
<p>5. Special Membership Meetings may be called by (a) the Board or (b) by a written petition, addressed to the Board and signed by at least 10% of the Membership. At a Special Membership Meeting, only those matters stated on the agenda, as included in the notice of the meeting, may be acted upon by the Membership.</p>	<p>There may also be special meetings called by the Board or at least 10% of the Membership.</p>
<p>6. All Membership Meetings are open to the public except for personnel matters.</p>	<p>Anyone can attend a</p>

	<p>Membership Meeting.</p>
<p>7. Minutes of all Membership Meetings shall be written down by the Secretary or the designated transcriber of the Board. Minutes for every meeting shall be approved by the Members at the next Membership Meeting or via electronic mail. The elected transcriber of the meeting shall share all minutes within 7 days after each meeting with all Members.</p>	<p>Minutes from the Membership Meetings will be made within 7 days after the meeting.</p>
<p>8. The Membership may take any action that it might lawfully take at any meeting of the Membership outside of the required annual meeting, but with the same effect as if adopted or taken at such a meeting, by written, unanimous consent of the entire Membership. A written statement of the action and the effective date of such action shall be included in the records of the Commons.</p>	<p>If there is a matter that needs to be attended to in addition to and outside of the required annual meeting of the Members, Members may also provide unanimous written consent via email for any action/s instead.</p>
<p>9. If a quorum is present, all decisions shall be made at Membership Meetings by a simple majority vote (51%) of the Members present. Voting shall be conducted on a one-Member one-vote basis. Before a vote is held on any motion, the exact language of the motion shall be recorded by the designated transcriber and read to the Membership, and all Members present shall have a reasonable opportunity to express their opinions on the proposition. Voting by proxy is prohibited unless the Board adopts a process to allow proxy voting.</p>	<p>Members will vote by a simple majority vote (51%). Each Member will have one vote. There is no voting by proxy (e.g., sending another representative in the place of the current one).</p>
<p>c. Authority of the Members</p>	
<p>1. Members shall retain authority over the Board of Directors only to the extent required by IRC Section 501(c)(25).</p>	<p>The authority of the Members over the Board is strictly what is required under IRC Section 501(c)(25). This includes</p>

	<p>general compliance and the list of activities addressed in Section 4(c)(3) above.</p>
<p>d. Termination of Members</p>	
<p>1. A Member may terminate their Membership after providing 90 days written notice to the Board and all the Members.</p>	<p>Members must provide 90 days written notice if they wish to terminate their Membership.</p>
<p>2. Members that choose to terminate their membership may nominate a replacement organization described in section 501(c)(25)(C), to be voted upon by the remaining Members provided that the exchange does not cause the number of members or beneficiaries to exceed 35.</p>	<p>Self-terminating Members may nominate a successor Member. The nominated Member must be approved by all the remaining Members.</p>
<p>3. The Commons may terminate a Member after providing the Member the opportunity to communicate their case, for:</p>	<p>The Board may also terminate a Member for failing to follow the terms of these Bylaws or for other mission-aligned reasons.</p>
<p>i. Failure to pay dues for 90 days, without an approved reason;</p>	
<p>i. Failure to satisfy Membership qualifications, which qualifications are to be determined by the Board including maintenance of IRC Section 501(c)(3) exempt status; or</p>	
<p>iii. Other reasonable grounds as determined by the Board.</p>	<p>If a Member is being considered for termination, the Board will provide 60 days written notice for that Member to address the issue(s).</p>
<p>4. The Board shall create, and communicate to all Members, a fair and reasonable procedure for terminating Memberships that includes at least 60 days written notice and an opportunity to address the issue(s).</p>	

5. BOARD OF DIRECTORS

About this Section: This section highlights the role of the Board more specifically.

Legal Language	Plain Language
a. Composition and Nomination of the Directors	
<p>1. The Board will be composed of at least 3 Directors and no more than 12 Directors. The precise count of Directors will be determined by the total number of properties currently owned or intended to be acquired through purchase or donation agreements in the Commons.</p>	<p>The exact number of Directors depend on the number of properties held or to be acquired by the Commons:</p>
<p>i. One property: 3-5 Directors</p>	<p>One property: 3-5 Directors</p>
<p>ii. Two properties: 5-9 Directors</p>	<p>Two properties: 5-9 Directors</p>
<p>iii. Three or more properties: 10-12 Directors</p>	<p>Three or more properties: 10-12 Directors</p>
<p>2. At the time of the formation of the Commons, the Members shall nominate individuals to serve as Directors on the first Board.</p>	<p>The Initial Members will choose the first Board.</p>
<p>3. After the initial Directors are chosen per Article 5(a)(2) above, the Directors shall be nominated by the Commons' sitting Board and shall include at least one leaseholder of the Commons but not more than $\frac{1}{3}$ of Board shall be Farmer-Leaseholders.</p>	<p>Nominating of future Directors will be made by the Board and include at least one leaseholder. Because of the legal structure of a 501(c)(25), not more than $\frac{1}{3}$ of the Board can be Farmer-Leaseholders.</p>

<p>4. Directors must be affiliated with the Members, Affinity Groups (as defined below), or a farmer leaseholder of the Commons. Directors shall be selected to further the Commons' Core Values.</p>	<p>Directors must either be affiliated with the Members, Affinity Groups or Farmer-Leaseholders.</p>
<p>5. The Board shall create and the Members shall approve the creation of “Affinity Groups” if there are more farmer-leaseholders than there are room for on the board, or for any other reason consistent with the Commons' policy on Affinity Groups. Affinity Groups are clusters of Members and other organizations/individuals associated with each other on the basis of a common interest or affinity.</p>	<p>The Board will create and the Members will approve “Affinity Groups” when there is evidence of common interest between organizations (e.g., Members, Farmer-Leaseholders) affiliated with the Commons.</p>
<p>6. For the purpose of staggering the Directors' terms of office, the Board shall divide the Directors serving at the time of the adoption of these Bylaws, and any additional Directors appointed at such time, into three classes as nearly equal in number as possible, and shall appoint each such class to a term of three (3) years or less as follows: One class of Directors shall be appointed for a term of one (1) year (the “Class 1 Directors”), one class of Directors shall be appointed for a term of two (2) years (the “Class 2 Directors”), and one class of Directors shall be appointed for a term of three (3) years (the “Class 3 Directors” and together with the Class 1 Directors and the Class 2 Directors, each a “Director” and collectively, the “Directors”). At the conclusion of those initial terms, all subsequent terms shall be for a period of three (3) years, thereby establishing three classes of Directors with staggered three (3) year terms. In the event of an increase or decrease in the number of Directors, additional Directors may be elected to terms of one (1), two (2), or three (3) years as may be necessary to maintain (as nearly as possible) equality in</p>	<p>The first directors to seat the board will have different term lengths of 1, 2, and 3 years so that board terms are staggered.</p>

<p>numbers among the classes of Directors. Other than the term of their directorships, there shall not be any distinction among the Class 1 Directors, the Class 2 Directors or the Class 3 Directors.</p>	
<p>b. Board Meetings</p>	
<p>1. At any meeting of the Board, a quorum shall consist of at least 51% of the Board of Directors.</p>	<p>Quorum is at least 51% of the Board of Directors.</p>
<p>2. All decisions including the nomination of the new Directors shall be made by a simple majority vote (51%) of the quorum including the affirmative vote of all the Farmer-Leaseholder Representative Director(s) who are affected by the action at a meeting of the Directors. The affirmative vote of the Farmer-Leaseholder is required unless the action is in regards to a potential lease violation.</p>	<p>The Board will make all decisions using an affirmative majority vote (51%) including the affirmative vote of the Director representing the Farmer-Leaseholders interest to which the action is affecting except in regard to lease violations.</p>
<p>3. The annual meeting of the Board shall be held at such time and place as the annual meeting of the Members. Written notice of the annual meeting shall be given to all Directors before the meeting and shall include an agenda for the meeting. Reasonable notice is defined as no fewer than ten (10) days (unless it is sent other than first-class or registered mail, in which case it is thirty (30) days and no more than sixty (60) days notice. Notice may be sent via the US Postal Service, email, or other mutually acceptable written form of communication.</p>	<p>Annual Board meetings will take place at the same time as annual Membership meetings.</p>
<p>4. Business at the annual meeting of the Board shall include:</p>	<p>The Board will discuss the following at the annual meeting:</p>
<p>i. The President shall report on the affairs of the Commons;</p>	<p>President’s report;</p>

<p>ii. The Treasurer shall report on the financial condition of the Commons;</p>	<p>Financial updates from the Treasurer;</p>
<p>iii. In the event of any vacancy, Board Officers of the Commons shall be elected; and</p>	<p>Electing new Directors as needed; and</p>
<p>iv. The Board shall conduct such business as may properly come before it. Decisions can only be made about business already on the agenda prior to the start of the meeting. If new business is brought up during the meeting that is not previously on the agenda prior to the start of the meeting, it can be discussed, but another meeting no sooner than 7 days after the current meeting must be set for any decision regarding the new business to be made.</p>	<p>Any other business needed. No new business can be decided upon that was not already on the agenda. New business must be added to next meeting agenda.</p>
<p>5. Regular meetings of the Board may be held at such times and places as the Board may establish at the annual meeting and special notice thereof shall not be required other than the provision of agendas prior to meetings.</p>	<p>The Board may also create regular and established meetings in addition to the annual meeting.</p>
<p>6. Any Board Member may call a special meeting of the Board and with at least 10 days notice via email to the other Directors. At a special meeting of the Board, only that matter or those matters for which the meeting was called, as stated in the notice of the meeting, may be called upon by the Board unless all of the Directors shall be present at the meeting and shall consent to taking action on other matters.</p>	<p>Special meetings are called on an ad-hoc basis with at least 10 days notice via email to the other Directors. Directors will only discuss the business that was the basis for the meeting, unless otherwise waived.</p>
<p>7. The Board may take any action which it might lawfully take at any meeting of the Board, in the absence of such a meeting but with the same effect as if adopted or taken at such a meeting, by causing a written statement of the action to be entered into the records of the Commons written consent of the Directors serving on the Board, then in office, and the Board shall specify the effective date of such action.</p>	<p>The Board can also take immediate action if all Board Directors unanimously agree in writing to do so.</p>

c. Vacancy and Removal	
<p>1. If any elected Director on the Board should vacate that office for any reason before the expiration of their term, the remaining Board shall, within 30 days from the date on which the Director shall have vacated that office, work with the Member organization of the departing Director to nominate and elect a new Director to fill the vacancy in representation. The nominated Director candidate will submit a letter of intent to the standing Directors for review before the election to fill the vacancy.</p>	<p>If a Director leaves before their term has ended, the remaining Board will work with the Member organization of the departing Director to nominate and elect a new Director to fill the vacancy. In this case, the other Members do not need to approve the Director elected because of the vacancy.</p>
<p>2. Any person elected to fill a vacancy on the Board must be one who can be reasonably expected to represent the interests of the constituents and the mission of the Commons. Any person being considered for election to fill a vacancy on the Board must submit a letter of interest, outlining their alignment, interests, capacity, skills, experience, etc, as it relates to the Commons.</p>	<p>The newly elected Director must align with the mission of the Commons. This alignment is expressed through a letter of intent, vetted by remaining Directors.</p>
<p>3. Replacement Directors elected by the Board shall serve out the remaining term of the person who has vacated the position.</p>	<p>The replacement Director will fill out the remainder of the vacating Director's term.</p>
d. Vacancy	
<p>1. Except as otherwise specifically provided for pursuant to the provision of these Bylaws (as land tenants serve as a Director for the entire length of their leases), each Director serving on the Board shall serve for a term of 3 years unless they shall be removed from the Board as</p>	<p>Each Director who is not the recipient of a set of leases will serve a 3 year term, with the exception of</p>

<p>hereinafter provided. An exception to the 3 year term is at the formation of the Commons when Directors will serve one, two and three year terms to stagger the turnover of Directors as they complete their regular 3-year terms in perpetuity.</p>	<p>staggered initial terms at the formation of the Commons</p>
<p>2. At the end of each Director’s term, the Director may stand for re-election if nominated by the remaining Directors.</p>	<p>Directors may serve additional 3 year terms.</p>
<p>3. A Director may serve up to two consecutive terms. Any individual Director may serve a maximum of five total terms.</p>	<p>The Directors may be elected up to 5 times, serving only 2 three-year terms consecutively.</p>
<p>4. The term of a regularly elected Director of the Board shall commence at the adjournment of the Annual Membership Meeting at which they were elected.</p>	<p>The Directors official term begins after the Annual Membership Meeting where they were elected.</p>
<p>5. The Board has the authority to dismiss a Director at any point, provided there is unanimous agreement among all Board Members and a fair and reasonable procedure for terminating the Director that includes notice and an opportunity to be heard. In determining this unanimous decision, the vote of the Director who is subject to potential removal will not be counted.</p>	<p>The Directors may remove another Board Member via unanimous consent provided the Board will provide due process for that Director to be heard before terminating.</p>
<p>e. Duties of the Board</p>	
<p>1. The Board of Directors shall carry out the purpose of the Commons, implement the decisions of the Membership, and be responsible for the general management of the affairs of the Commons in accordance with these Bylaws. Specifically, the Board shall:</p>	<p>The Board is the organizational steward ensuring the Mission of the Commons and the Members’ is implemented as well as supporting on the general management of</p>

	the Commons. Specific tasks may include:
a. Approve a written Annual Report to the Membership and make the Report available to all Members. The Report shall include a summary of the Common's activities during the previous year, the Common's most present financial reports, and a list of all real estate held by the Commons. The Report shall be provided to Members as requested and at least annually;	Creating and sharing the Annual Report with the Members;
b. Adopt an annual operating budget prior to the beginning of each fiscal year, and approve any expenditures not included in the budget;	Adopting an annual budget;
c. Communicate and report to Members quarterly, or as needed, with an up-to-date Commons property file, which may include deeds, surveys, leases, conservation and cultural easements, farm practice certifications and/or farm or ranch management plans, forest management plans, soil quality tests, and more as requested or as needed for management of the Commons;	Providing the Members with quarterly reports on property related information;
d. Supervise the activities of all officers, agents, and committees of the Commons in the performance of their assigned duties and investigate conflicts of interest per the Common's Conflict of Interest Policy;	Providing support for the various people and entities that operate the Commons;
e. Ensure good banking practices as outlined in Banking Policy, Exhibit A	Ensuring good banking practices as outlined in Banking Policy attached;
f. Determine by whom and in what manner deeds, leases, contracts, checks, drafts, endorsements, notes and other	Ensuring good real estate practices;

<p>instruments shall be signed on behalf of the Commons;</p>	
<p>g. Acquire such parcels of land, with or without buildings and other improvements, through donation, purchase, transfer from a Member organization, or otherwise, as the Board shall determine that it is useful and prudent to acquire in furtherance of the purposes of the Commons;</p>	<p>Purchasing land;</p>
<p>h. Convey ownership of housing, agricultural buildings, and other improvements on the Common's land to qualified lessees, as possible, with restrictions enumerated in a ground lease between the Commons and the lessees;</p>	<p>Transferring ownership of the land,</p>
<p>i. Rent housing, agricultural buildings, and other improvements on the Commons land to qualified renters through written and signed lease agreement, aligned with and connected to leaseholder agriculture and agrarian enterprises;</p>	<p>Renting out the land through written and signed lease agreement;</p>
<p>j. Exercise, as appropriate, the Common's option to repurchase (or arrange for the resale of) improvements on the Common's land;</p>	<p>Ensuring Farmer-Leaseholders' equity in the land is compensated;</p>
<p>k. Assure the sound management of the Common's finances to invest, in accordance with Policy Exhibit A and steward soil and ecosystem health and farm viability, and in accordance with federal and state regulations;</p>	<p>Ensuring good financial management practices, in accordance with Banking Policy, Exhibit A to reinvest in the land;</p>
<p>l. Ensure that all income collected from holding title to property, less expenses, is turned over to the Members in equal parts, in accordance with IRC regulations; and</p>	<p>Ensuring financial management practices are in alignment with the Internal Revenue Code</p>

	regulations; and
m. The Board is allowed to acquire mortgage-based debt not to exceed 25% of the total land-based asset value.	Mortgaging out the land with a 25% cap on the amount of allowable debt.
f. Powers of the Board	
1. The Board of Directors shall have the following powers:	The Board has the following powers:
a. Appoint and discharge advisors and consultants;	Hiring advisors and consultants.
b. Create such committees as are necessary or desirable to further the purposes of the Commons. Any Member or stakeholder of the Commons may be appointed to any committee. No committee may take action on behalf of the Commons except as authorized by the Board;	Creating committees of the Commons to address certain tasks;
c. Call special meetings of the Membership;	Calling special Membership meetings;
d. Approve the borrowing, lending, and investing of money as necessary to further the purpose of the Commons;	Borrowing, lending or investing money for Common's related purposes;
e. All duties enumerated above in Article 6(e)(1) ; and	All other duties cross referenced in Article 6(e)(1) above; and
f. Exercise all other powers necessary to conduct the affairs and further the purposes of the Commons in accordance with the Articles of Incorporation and these Bylaws, subject to the approval of the Membership.	Providing any other services required to ensure the Mission of the Commons is fulfilled.

g. Limitation on Power of the Board of Directors	
<p>1. An action taken by the Board on any motion for the amendment of the Articles of Incorporation or these Bylaws, and/or the dissolution of the Commons, shall not become effective unless and until such action is approved by the additional favorable vote of one board member from each membership organization not already represented on the Commons board</p>	<p>The Membership must approve governance modifications (see enumerated list) before they can become effective.</p>
<p>2. The Board is prohibited from imposing restrictions on any land, except through methods that maintain communal ownership, support the Commons, conserve and safeguard the land, and/or improve and rejuvenate the ecosystem in accordance with the Commons and Farmer’s individual Farm Management Plan.</p>	<p>Any land transitions must continue to ensure non-private community title holding and further the Commons, conserve and protect the land, and/or enhance and regenerate the ecosystem.</p>
<p>3. Board Directors must act in good faith, with the care and in the best interests of the organization. Board of Directors shall adopt a conflict of interest policy.</p>	<p>The Directors will act in the best interest to service the Mission and Purpose of the Commons.</p>
h. Conflict Resolution	
<p>1. Whenever possible, conflicts should be resolved informally and promptly through direct communication via in-person meeting, phone call, or virtual meeting between the involved parties. The parties are encouraged to engage in open dialogue, listen actively, and work toward a mutually acceptable solution.</p>	<p>When conflict arises, direct discussions between involved parties are the ideal way to resolve them.</p>
<p>2. If a conflict cannot be resolved through direct discussions, either party may request mediation. A board member can be designated to mediate conflicts as part of their official duties, otherwise fellow uninvolved board members will be called on as the conflict requires.</p>	<p>Board members will get involved if a resolution cannot be reached between aggrieved parties.</p>

<p>3. If conflict cannot be resolved via board member intervention, the Board Chair (or Vice Board Chair if the conflict involves the Board Chair, or Secretary if the conflict involves the Board Chair and Vice Board Chair) shall appoint a neutral third-party mediator, external to the member organizations, to facilitate a resolution.</p>	<p>If the conflict can not be resolved by direct discussion, a non-involved Officer of the Board shall appoint a neutral third-party mediator to help the disputing parties come to a solution or compromise.</p>
<p>4. If mediation fails or is declined, and the conflict materially affects the operation or governance of the organization, the matter may be brought before the Board of Directors who are not involved in the conflict. The Board shall review the issue at a regular or special meeting and may recommend further mediation, or take other action as appropriate, including removing the disputing parties.</p>	<p>If mediation does not resolve the dispute, the Board may encourage further mediation, or make decisions to move the organization forward, including removing the disputing parties if need be.</p>

<h2 style="text-align: center;">6. BOARD OFFICERS</h2>	
<p>About this Section: This section highlights the role of the Board’s leadership team.</p>	
<p>Legal Language</p>	<p>Plain Language</p>
<p>a. Overview</p>	
<p>1. The Board shall designate its Officers and Executive Committee, to include a President, Vice-President, Treasurer, and Secretary, selecting individuals with experience and ability</p>	<p>The Board will designate the Officers of the Commons, selecting</p>

<p>to perform the duties traditionally associated with their respective positions.</p>	<p>people for the roles who have experience fulfilling the required duties.</p>
<p>2. The Board Officers, unless removed as hereinafter provided, shall hold office for one year and may opt for yearly continuation of terms at the Board’s annual meeting.</p>	<p>The term of any one Officer is one year. The Officer is voted in at the annual board meeting.</p>
<p>3. The Board may remove Officers for cause (reasons that conflict with stated values listed in these bylaws and/or our Land and Equity Practices as determined by the Board) and by the consensus of the Board. If desired by the Officer, the Officer will have the opportunity to discuss with the Board prior to removal proceedings.</p>	<p>The Officer may be removed “for cause” by consensus of the Board. The Board will determine what “for cause” means. Board will provide due process for that Officer to be heard before terminating.</p>

<h2 style="text-align: center;">7. STEWARDSHIP</h2>	
<p>About this Section: This section highlights the allowable uses consistent with the Core Values in Article 2 for all land held by the Commons.</p>	
<p>Legal Language</p>	<p>Plain Language</p>
<p>a. Acquiring and Leasing Land</p>	

<p>1. The Board shall create all documents related to rental, tenure, length of rental agreements, and all other aspects associated with the overall management of land consistent with the Mission and Core Values outlined in Article 2. The Board shall also outline selection criteria for choosing Farmer-Leaseholders.</p>	<p>The Board is responsible for the execution of the Common’s mission and selection of Farmer-Leaseholders.</p>
<p>2. The decision to encumber land owned by the Commons shall require:</p>	<p>Encumbering (putting some sort of restriction) on any Common’s land requires:</p>
<p>i. The approval of the Board of Directors;</p>	<p>Approval from the Board;</p>
<p>ii. The unanimous consent of any parties to whom such land is leased;</p>	<p>Consent of the Farmer-Leaseholders;</p>
<p>iii. Be allowable by these Bylaws; and</p>	<p>Be allowable under these Bylaws; and</p>
<p>3. In addition, encumbrances are subject to the following conditions:</p>	<p>Any burdens on the land <u>cannot</u>:</p>
<p>ii. No rights conveyed or encumbered in land, water, and subsurface rights may limit or prohibit agriculture, stewardship, and agrarian enterprises; and</p>	<p>Prohibit or negatively affect the intended agricultural and ecological stewardship practices; and</p>
<p>iii. No rights to foreclose.</p>	<p>Obtain rights to foreclose on the property.</p>
<p>4. Any encumbrances shall be subordinated to any leases relating to such land.</p>	<p>Any burdens placed on the land are subject to the terms of the leases of the Farmer-Leaseholders.</p>
<p>b. Transferring Land</p>	
<p>1. If the Commons should dissolve as a corporation for any reason or cease to engage in carrying out the</p>	<p>Dissolution of the</p>

<p>purposes set forth in its Articles of Incorporation, all of its properties shall be transferred to one or all of the Members for the primary purpose of creating a new Farmland Commons.</p>	<p>Commons will result in the transfer of any held land to one or more of the Members for the primary purpose of creating a new Farmland Commons.</p>
<p>2. If all the Members dissolve, such properties shall be transferred to the nonprofit fund, foundation, or corporation designated by the Members, which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Internal Revenue Code Section 501(c)(3). The Commons shall make every reasonable effort to prioritize option a below, and given time needed shall explore and pursue subsequent options (b, c, d or e) in descending priority.</p>	<p>If it is not possible to transfer the land to one or more of the Members, then the land will be transferred in accordance with IRS regulations with descending priority on the options below.</p>
<p>a. e. Transfer to an Indigenous community located near each parcel, regardless of whether such community is federally recognized, if that community is interested in receiving the land and has the capacity to steward the land;</p>	<p>To Indigenous communities located near the land;</p>
<p>b. Transfer to a people of color-led, land-based organization that shares the mission of the Commons, if that community is interested in receiving the land and has the capacity to steward the land;</p>	<p>A People of Color led organization doing land-based work;</p>
<p>c. Transfer to a mission-compatible land-based organization near the location of each parcel that has adequate funding, knowledge, resources, and demonstrated commitment to manage the land as a commons; or</p>	<p>A Mission aligned organization that has adequate funding to steward the land; or</p>
<p>d. Transfer to the current leaseholder steward in consideration of their investment in the land, with price being determined by what is needed to cover all fees, costs, liens, time, and any other</p>	<p>The leaseholding steward at price of costs associated with land and transfer of land in consideration of</p>

<p>financial burdens the member organizations will need to pay to resolve the land in transfer.</p>	<p>steward/leaseholder investment in the land.</p>
<p>e. Notwithstanding the above, a parcel of land may be sold on the open market when it is not a viable or integral component of agriculture, agrarian, community, and/or ecological health and viability of the whole Commons pursuant to a resolution adopted by an affirmative vote by at least two thirds of the entire Board plus the affirmative vote of the Farmer-Leaseholder Representative Director and with the approval of all of the Members and agreement to waive Option to Recover. Any and all sales are subject to existing leases, and subsequent buyers are bound by existing leases at the time of sale.</p>	<p>When the land is no longer viable or integral component of agriculture, agrarian, community, and/or ecological health and viability of the whole Commons it may be sold on the open market.</p>

<h2>8.AMENDMENT OF THE ARTICLES OF INCORPORATION OR BYLAWS</h2>	
<p>About this Section: This section highlights how the Commons may amend their organizational materials.</p>	
<p>Legal Language</p>	<p>Plain Language</p>
<p>1. The Articles of Incorporation may be amended and these Bylaws may be amended or may be repealed and new Bylaws adopted only by:</p>	<p>The following must be met for the Articles of Incorporation and these Bylaws to be amended or replaced:</p>
<p>a. An affirmative vote by two thirds of the entire Board of Directors plus the affirmative vote of the Farmer-Leaseholder Representative Director(s) at any regular</p>	<p>At least 2/3s of the entire Board plus the Farmer-Leaseholder</p>

<p>or special meeting of the Board, provided that written notice of such meeting has set forth the proposed amendment or replacement, with appropriate explanations thereof; and</p>	<p>Representative Director(s) must affirmatively vote for the amendment or replacement of these Bylaws and/or the Articles of Incorporation; and</p>
<p>b. Unanimous consent by all Members present at any Regular or Special Membership Meeting, a quorum being assembled, provided that written notice of such meeting has set forth the proposed amendment or replacement, with appropriate explanations thereof.</p>	<p>All Members must affirmatively vote for the amendment or replacement of these Bylaws and/or the Articles of Incorporation.</p>

<h2>9. DISSOLUTION OF THE COMMONS</h2>	
<p>About this Section: This section highlights how the Commons may dissolve organizationally.</p>	
<p>Legal Language</p>	<p>Plain Language</p>
<p>1. A decision to dissolve the Commons and to distribute the Common's assets in a particular manner in accordance with the Articles of Incorporation shall require:</p>	<p>If the Board and Members wish to dissolve the Commons:</p>
<p>a. An affirmative vote by two thirds of the entire Board of Directors plus the affirmative vote of the Farmer-Leaseholder Representative Director at any regular or special meeting of the Board, provided that written notice of such meeting has included a full description of a proposed plan of dissolution; and</p>	<p>At least 2/3s of the entire Board plus the Farmer-Leaseholder Representative Director(s) must affirmatively vote for the dissolution; and</p>

<p>b. An affirmative vote by all of the Members present at a Regular or Special Membership Meeting, a quorum being assembled, provided that written notice of such meeting, including a full description of the proposed plan of dissolution, has been given to all Members of the Commons no later than three weeks prior to the meeting.</p>	<p>All of the Members must affirmatively vote for the dissolution.</p>
<p>2. If the Commons should dissolve for any reason, all of the business, properties, assets, and income of the Commons remaining after payment of all debts and liabilities of the Commons shall be distributed in accordance with these Bylaws, the Articles of Incorporation and as required by law.</p>	<p>Dissolution of the Commons means a distribution of all holdings (land, money, etc.) in accordance with these Bylaws, the Articles of Incorporation and as may be required by law.</p>

10. MISCELLANEOUS PROVISIONS

About this Section: This section highlights standard provisions in Bylaws.

<p>Legal Language</p>	<p>Plain Language</p>
<p>1. The fiscal year of the Commons shall begin on January 1 of each year and shall end on December 31 of each year.</p>	<p>The fiscal year is January 1 - December 31.</p>
<p>2. All funds of the Commons not otherwise employed shall be deposited in such banks, trust companies, or other reliable depositories, as the Board, from time to time, may determine. All checks, drafts, endorsements, notes, and evidence of indebtedness of the Commons shall be signed by such officers or agents of the</p>	<p>The Commons will have a bank account.</p>

<p>Commons and in such manner as the Board, from time to time, may determine.</p>	
<p>3. No loans or advances shall be contracted on behalf of the Commons, and no note or other evidence of indebtedness shall be issued in its name, except as authorized by the Board of Directors. Any such authorization shall relate to specific transactions.</p>	<p>The Board must agree to any debt taken on by the Commons.</p>
<p>4. Any Officer or agent of the Commons specifically authorized by the Board of Directors may, on behalf of the Commons, enter into those contracts or execute and deliver those instruments that are specifically authorized by the Board of Directors. Without the express and specific authorization of the Board of Directors, no officer or other agent of the Commons may enter into any contract or execute and deliver any instrument in the name of the Commons.</p>	<p>Authorized Officers and/or employees may sign contracts on behalf of the Commons.</p>
<p>5. Any person (and the heirs, executors and administrators of such person) made or threatened to be made a party to any action, suit or proceeding by reason of the fact that they are or were a Director or Officer of the Commons shall be indemnified by the Commons against any and all liability and the reasonable expenses, including attorneys' fees and disbursements, incurred by him or her (or their heirs, executors, or administrators) in connection with the defense or settlement of such action, suit, or proceeding, or in connection with any appearance therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or Officer is liable for negligence or misconduct in the performance of their duties.</p>	<p>The Directors and Officers will not be held personally responsible for their actions as long as those actions were legal, done in good faith and within the scope of their position. The Commons will protect these people in the event of a lawsuit.</p>
<p>6. Process of Appeal</p>	<p>Process for Appealing a decision made by the Board</p>
<p>a. Appeals must be based on at least one of the following grounds:</p>	<p>There must be a good and</p>

<ul style="list-style-type: none"> ● Procedural error; ● New information not previously available; ● Evidence of bias, conflict of interest or unfair process; ● Disproportionate or inappropriate action or penalty. 	<p>documented reason for an appeal.</p>
<p>b. An appeal must be submitted via email to the Board of Directors within 30 days of receiving notice of the decision being appealed. The appeal must clearly state the grounds for appeal and include any supporting documentation.</p>	<p>An appeal must be submitted within 30 days to be considered.</p>
<p>c. Upon receipt of an appeal, the Board (or Appeals Committee) shall:</p> <ul style="list-style-type: none"> ● Acknowledge receipt within 7 days; ● Review the appeal and any relevant information or documentation; ● Provide the opportunity for the appellant and relevant parties to be heard, either in writing or in person (or virtually), at the discretion of the Board. 	<p>The board must consider any appeal by acknowledging the appeal in writing, reviewing submitted material, and then give the person appealing a decision an opportunity to be heard.</p>
<p>d. The Board shall render a decision within 60 days of the appeal submission, unless an extension is necessary and communicated in writing. The decision may affirm, modify, or reverse the original action. The decision shall be final and binding.</p>	<p>The Board shall vote on the appeal within 60 days of receiving the appeal.</p>

[SIGNATURE PAGE TO FOLLOW]

<h2>CERTIFICATE OF SECRETARY</h2>	
<p>Legal Language</p>	<p>Plain Language</p>
<p>I, the undersigned, being the Secretary of ORGANIZATION NAME hereby certify that the above Bylaws consisting of pages including this certificate</p>	<p>I am the Secretary of the Commons and promise</p>

were adopted as the Bylaws of this organization pursuant to the unanimous written consent of the Members and the Board, effective DATE OF MEETING. These Bylaws are, as of the date of this certification, the duly adopted and existing Bylaws of this organization.

that the Board and Members have agreed to the terms of these Bylaws as of DATE OF MEETING.

SIGNED BY SECRETARY:

Name: Beth Makley

Signature:  407FCA66E532492...

Date: 11/18/2025