



AMEEN  
Housing

*Investing in the Community*

# BYLAWS

AMEEN HOUSING COOPERATIVE OF CALIFORNIA INC.



# AMEEN Housing Co-operative of California

Investing in the Community

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## Revision Of History

<b>Author</b>	<b>Approval</b>	<b>Date</b>
Manzoor Ghori	Initial Creation	July 1996
Ajaz Khan	Per AHC General Body Meeting, 2007	July 2008

This document is the official bylaws of the Ameen Housing Co-Operative of California Inc.

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## **MISSION STATEMENT**

- (1) The core mission of the cooperative is to help individuals meet individual housing needs through a venue compliant with the principles of Islamic finance (Sharia)
- (2) AHC may not invest or accept investment from individuals or institutions that deal with interest (Riba) directly, indirectly or through third party. This includes but is not limited to, banks, private/public investment/financing institutions, e.g. Freddie Mac , Fannie Mae, Landers, etc. Members of the cooperative may not engage in any activity that promote interest (Riba) or conflict with the mission statement of the cooperative
- (3) Neither the Board of Directors nor the General Body may change or amend to this mission statement in any way that may conflict with its principles or spirit

## **BY LAWS**

### **SECTION 1 : MEMBERSHIP**

#### **CLAUSE 1 : REQUIREMENTS FOR MEMBERSHIP**

For admission in the Co-operative the applicant must:

- (1) Be of minimum age of 18 years
- (2) Fill up an application and pay a non-refundable membership fee of \$100.00 to the Co-operative
- (3) Maintain a minimum of 20 shares at all times. A share carries a fix value of \$100.00. However, member accounts with balance less than \$2,000 will incur an over-head fee of \$25 per QUARTER
- (4) Comply with the, by-laws, regulations and policies of the Co-operative
- (5) The application for membership must be approved by the Board of Directors

#### **CLAUSE 2: RIGHTS AND LIMITATIONS**

- (1) Each member has the right to vote in the cooperative general body meetings.
- (2) Every member in compliance of clause (1) of this section shall be eligible to seek elections and hold office in the Board of Directors of the Co-operative
- (3) Every member has the right to purchase a residence according to the policies and time schedule set forth in accordance with section (vii) described hereafter

#### **CLAUSE 3: TERMINATION OF MEMBERSHIP**

- (1) Membership will be terminated if member fail to comply with Clause (1) of this section.
- (2) Whenever the membership is terminated all the accumulated funds in the account of the member must be refunded within a period not to exceed one full year. Accumulated funds include his/her share of dividends or loss until the date of refund.

### **SECTION II: GENERAL BODY**

#### **CLAUSE 1: POWERS**

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

## **CLAUSE 2: ANNUAL MEETING**

- (1) The General Body meeting shall be held annually sometime between-September and December.
- (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 members at least 21 days prior to the meeting.

## **CLAUSE 3: SPECIAL MEETINGS**

- (1) A special meeting shall be held:
  - (a) Upon the approval of the Board of Directors-
  - (b) Upon the request of thirty members or twenty percent of the total members whichever is less of the Cooperative with full voting rights.
- (2) The meeting shall be conducted in accordance with section II clause (2), part 2 and 3

## **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
- (3) The term of Board members will be two (2) years.
- (4) 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.
- (5) Termination of the Board of Directors Membership: Membership in the BOD may be terminated if, and only if:
  - a) BOD member fails to maintain membership in the organization in accordance with section 1
  - b) BOD member fails to abide by the policies and decision the Board adopts in official business meeting, including absence of more than 50% of the regular BOD meetings.
  - c) BOD member causes gross damage to AHC interest, reputation or business as deemed by a majority of the other of BOD members.
  - d) BOD member knowingly misrepresents the Board policies and procedures adopted in official Board meetings

### **CLAUSE 2: FUNCTIONS and LIMITATIONS**

- (1) The board shall manage the projects 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 of Directors shall make and/or amend various Regulations governing the housing procurement 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 duties in his/her absence.

(3) The Secretary shall:

- a) Handle the correspondence on behalf of the Board of Directors.
- b) Prepare the agenda and notice for the Board meetings and distribute them duly in advance of the meeting.
- c) Be responsible for taking and filing 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.
- e) Delegate some or all of the aforementioned duties to other Board members and/or Coop staff

#### **CLAUSE 4: MEETINGS of THE BOARD of DIRECTORS**

- (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 attend the meeting may communicate his views to the Board, prior to the meeting date. The President shall present these views to the Board meeting.
- (4) A meeting shall be called upon the request of any three members of the Board.
- (5) Decisions will be arrived at by concurrence of the majority of the Board members. 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 seek nomination or election 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) An unelected member can be re-nominated for any other of the unfilled positions.

## **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 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 the 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 \$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: AMENDMENTS**

- (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.

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