Effective January 1, 2020

**Decatur Head Beach Association Share Selling Policies and Procedures**

Decatur Head Beach Association Shares can only be held by an individual or a marital community of legal ages even in the case of inherited property. Other adults in the household/family do not become /DHBA members. The shares cannot be purchased or transferred to a group, business or other entity nor split among multiple individuals.

1. A Member/Seller must notify the BOT by email prior to publicly offering their shares for sale, transferring their shares or completing a purchase offer. The email must include the asking or offer price plus all conditions of the sale/transfer. The DHBA BOT has up to 30 days to vote whether to purchase the shares for sale for the Association. The BOT vote is also taken to approve or reject a sale, or transfer’s conditions. The Seller cannot take action on the sale, offer or transfer until they have BOT approval.
2. The DHBA BOT, as trustees of the Association, has first right of refusal on all shares being sold not the individual/marital community shareholders.
3. DHBA requires a fee of $4,000 or 5% of the sale price, whichever is greater, to be paid directly to the DHBA Association on ALL transactions. This must be paid at closing and is the responsibility of the Buyer unless Seller & Buyer have negotiated differently. The details of the transfer fee payment must be included in the Sale/Transfer Agreement Document. (note: The DHBA Bot has the option to revise this fee schedule 1 x a year at the board retreat. Any fee revisions will be effective as of January 1 of the following year. )
4. Seller **may** (not required) request that the BOT notify the members of their **intent** to sell and also request that it be listed on the website. Members will not be notified of actual offers or details. These are corporate share sales. The board will keep the offer details confidential until the transaction has been closed. After the BOT has approved the sale, the BOT Treasurer will be the point of contact moving forward. The Seller may also request that the sales price remain confidential after the sale closes.
5. If the sale/transfer price or conditions change or, 60 days has lapsed from the original presentation and BOT approval, the Seller must send the BOT the revised information/contract. The BOT retains the right of first refusal of the final agreement and has up to 30 days to vote to accept or reject buying the share at the new value and/or conditions before the transaction can be completed.
6. It is the Sellers responsibility to arrange with the caretakers and pay for visits to Decatur Head for potential buyers. If the Seller has hired a Real Estate Agent, that agent must contact the caretakers for an appointment to show the property. The phone to show/ agent instructions must state; “appointment required contact the LA”
7. The Selling member is responsible for requesting the DHBA resale certificate from the bookkeeper. The Seller is also responsible for delivering the completed packet to the buyer.
	1. DOCUMENTS REQUIRED FOR A COMPLETE TRANSACTION
		1. DHBA STOCK PURCHASE/TRANSFER AGREEMENT (notarized)
		2. COMPLETED DHBA RESALE CERTIFICATE
		3. Original Stock Certificate
		4. NOTE: if a real estate agent is involved, the above documents are **REQUIRED.** A NWMLS document may also be part of the transaction, but no representation by NWMLS or any Realtor is binding on the corporation.

These documents must be submitted to the Treasurer of the DHBA Bot for a complete transfer. Once the transaction has closed and the documents have been submitted to the Treasurer, the DHBA Treasurer prepares the stock certificate and the President signs and mails it to the new owners

1. Seller, in advance of the sale completion, must remove all personal possessions from Decatur Head. If the buyer/transferee has agreed to take possession of some articles, this should be detailed in the sale/transfer agreement. Caretakers are not responsible for removing member’s possessions. Fees will be charged to the Seller if unwanted items are not removed before the final/sale transfer dates. If shares are inherited, the new member is responsible for the disposal of any unwanted possessions owned by the prior member.
2. The Seller pays full dues and assessments up to and including the month the final transaction closes. The transaction cannot be completed unless all incurred dues and assessments have been paid. If inherited, the new member is responsible for payment of any dues/assessments owed by the prior member, if not paid by the estate. Unpaid assessments follow the shares; if a Seller does not pay its obligations, they become obligations of the new member.
3. A representative of the BOT will send the new member a greeting and an announcement is made in an ALL Member email welcoming the new shareholder. The BOT will have up to 7 days to notify the Association/Membership of the sale including the price (unless the parties have requested this to be kept private), and the names of the owners.
4. Once the proper steps have been taken above and the transaction is complete, the Seller relinquishes all rights to visiting Decatur Head unless they are attending as a guest of a member.