

**§ 904.307**

shall be the directors of such corporation. This corporation and the LHA shall then negotiate a management services contract. Such arrangements are consistent with the objective of providing for maximum participation by residents in the management of their developments. As an alternative, the HBA and the LHA may elect to undertake any other arrangement approved by HUD.

**§ 904.307 Alternative to HBA.**

Where the homes are on scattered sites (noncontiguous lots throughout a multi-block area, with no common property), or where the number of homes may be too few to support an HBA, and where an alternative method for homebuyer representation and continuing counseling is provided, an HBA shall not be required. For such cases, a modified form of homebuyers association may be called for or a less formal organization may be desirable. This decision shall be made jointly by the LHA and the homebuyers, acting on the recommendation of HUD.

**§ 904.308 Relationship with homeowners association.**

The HBA and the homeowners association are, in legal terms, separate and distinct organizations with different functions. The homeowners association may hold title to and be responsible for maintenance of common property (see §§904.119 and 904.120), while the HBA has more general service and representative functions. While all residents are members of the HBA, only those who have acquired title to their homes are members of the homeowners association.

**§ 904.309 Use of appendices.**

Use of the Articles of Incorporation (Part I of Appendix I) and the Recognition Agreement between the Local Housing Authority and Homebuyers Association (Appendix II) is mandatory for projects developed under subpart B of this part which have homebuyers associations. No modification may be made in format, content or text of these Appendices except (1) as required under state or local law as determined by HUD or (2) with approval of HUD. The By-Laws of the Homebuyers Association

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is provided as a guide for such projects and it may be used or modified to the extent required by the HBA and LHA respectively to meet local needs and desires.

**APPENDIX I TO SUBPART D OF PART 904—  
ARTICLES OF INCORPORATION AND  
BY-LAWS OF \_\_\_\_\_ HOME-  
BUYERS ASSOCIATION**

(Subpart D)

*Part I—Articles of Incorporation*

In compliance with the requirements of \_\_\_\_\_ (reference to statute under which incorporation is sought) the undersigned, all of whom are natural persons, residents of \_\_\_\_\_, of full age, have this day voluntarily associated themselves together for the purpose of forming a Corporation, not-for-profit, and do hereby certify:

**ARTICLE I—NAME**

The name of the corporation is \_\_\_\_\_ Homebuyers Association (hereinafter referred to as the "Association").

**ARTICLE II—OFFICE**

The principal office of the Association is located at \_\_\_\_\_

**ARTICLE III—AGENT**

\_\_\_\_\_, whose address is \_\_\_\_\_, is hereby appointed the initial registered agent of the Association.

**ARTICLE IV—DURATION**

The period of duration of the Association is perpetual.

**ARTICLE V—MEMBERSHIP**

Membership in the Association shall be limited to families who are entitled to occupancy of a Home in the Development pursuant to a Homebuyers Ownership Opportunity Agreement and families who are Homeowners in the Development, and all such families shall automatically be members so long as they are in occupancy of a Home. For purposes of these Articles, the term "Development" includes the following described Development or Developments in the Homeownership Opportunity Program of \_\_\_\_\_ (hereinafter referred to as the Authority):

**ARTICLE VI—PURPOSES**

The purposes for which this Association is formed shall not result in pecuniary gain or