

**ARROWOOD HILLS COOPERATIVE
BYLAWS Draft**

ARTICLE I. NAME & LOCATION OF CORPORATION

ARTICLE II. PURPOSE

ARTICLE III. MEMBERSHIP

- Sec. 1 Eligibility
- Sec. 2 Application for Membership
- Sec. 3 Limited Equity Cooperative
- Sec. 4 Members, Authorized Memberships and Occupancy Agreements
- Sec. 5 Membership Certificates
- Sec. 6 Lost Certificates
- Sec. 7 Lien
- Sec. 8 Transfer of Membership
 - (a) Death of Member
 - (b) Option of Corporation to Purchase
 - (c) Procedure Where Corporation Does Not Exercise Option
 - (d) Payable on Death for Estate Planning Purposes
 - (e) Transfer Value
- Sec. 9 Termination of Membership for Cause
- Sec. 10 Sales Price
- Sec. 11 Non-Speculation on Sales of Memberships

ARTICLE IV. MEETINGS OF MEMBERS

- Sec. 1 Place of Meetings
- Sec. 2 Annual Meetings
- Sec. 3 Special Meetings
- Sec. 4 Notice of Meetings
- Sec. 5 Quorum
- Sec. 6 Adjourned Meetings
- Sec. 7 Voting
- Sec. 8 Proxies
- Sec. 9 Appointment of Election Inspectors
- Sec. 10 Order of Business

ARTICLE V. DIRECTORS

- Sec. 1 Number and Qualification
- Sec. 2 Powers and Duties
- Sec. 3 Election and Term of Office
- Sec. 4 Vacancies
- Sec. 5 Removal of Directors
- Sec. 6 Compensation
- Sec. 7 Organization Meeting
- Sec. 8 Regular Meetings
- Sec. 9 Special Meetings
- Sec. 10 Waiver of Notice
- Sec. 11 Quorum
- Sec. 12 Fidelity Bonds

ARTICLE VI. OFFICERS

- Sec. 1 Designation
- Sec. 2 Election of Officers
- Sec. 3 Removal of Officers
- Sec. 4 President
- Sec. 5 Vice-President
- Sec. 6 Secretary
- Sec. 7 Treasurer

ARTICLE VII. AMENDMENTS

ARTICLE VIII. CORPORATE SEAL

ARTICLE IX. FISCAL MANAGEMENT

- Sec. 1 Fiscal Year
- Sec. 2 Books and Accounts
- Sec. 3 Auditing
- Sec. 4 Inspection of Books
- Sec. 5 Execution of Corporate Documents
- Sec. 6 Association with Other Cooperatives

ARTICLE X. MISCELLANEOUS PROVISIONS

- Sec. 1 Gender
- Sec. 2 Effective Date

ARTICLE I. NAME AND LOCATION OF CORPORATION

Section 1. The name of this Corporation is ARROWWOOD HILLS COOPERATIVE. Its principal office is located in the City of Ann Arbor, Washtenaw County, Michigan (As amended 4/16/73)

ARTICLE II. PURPOSE

Section 1. The purpose of this Corporation is to provide its members with housing and community facilities, if any, on a nonprofit basis consistent with the provisions set forth in its Articles of Incorporation,

ARTICLE III. MEMBERSHIP

Section 1. Eligibility. Any natural person approved by the Board of Directors shall be eligible for membership, provided that he or she executes an Occupancy Agreement in the usual form employed by the Corporation covering a specific unit in a particular mortgage area of the housing project.

The term "person" for purposes of these By-Laws includes a grantor-type "Revocable Living Trust" duly executed by a member, wherein the member is the grantor and initial trustee of the Revocable Trust.

Section 2. Application for Membership. Application for membership shall be presented in person on a form prescribed by the Board of Directors, and all such applications shall be acted upon promptly by the Board of Directors.

Section 3. Limited Equity Cooperative. The Cooperative shall be a limited equity cooperative, and the Cooperative therefore retains the right to pass and to enforce rules regarding the transfer of shares and the price at which such transfer may occur. It is the intent of the Corporation to continue to provide affordable housing for the community while allowing members to acquire equity during their period of occupancy.

Section 4. Members, Authorized Memberships, and Occupancy Agreements.

(a) The members shall consist of the individuals as have been approved for membership by the Board of Directors and who have paid for their membership and received membership certificates.

(b) The authorized membership of the Corporation shall consist of 350 memberships, all of one class, with a par value of \$100.00 each. The amount paid by a member as the initial purchase price of their membership shall be determined, from time to time, by the Board of Directors.

(c)The Corporation will offer Occupancy Agreements on the dwellings in the housing community, which Occupancy Agreements shall all be of one class. The Initial Payment (which Initial Payment is hereinafter sometimes referred to as "Value of Occupancy Agreement") shall be in the amount established from time to

time by the Corporation to be paid by the occupant of the unit involved as shown on the books of the Corporation.

Section 5. Membership Certificates. Each membership certificate shall state that the Corporation is organized under the laws of the State of Michigan, the name of the registered holder of the membership represented thereby, the Corporation lien rights as against such membership as set forth in this Article, and the preferences and restrictions applicable thereto, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued there from upon certification as to full payment. Every membership certificate shall be signed by the President or Vice President, and the Secretary or Assistant Secretary, and shall be sealed with the corporate seal.

Section 6. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered owner of such lost or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Corporation.

Section 7. Lien. The Corporation shall have a lien on the outstanding regular memberships in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever, including any sums due under any occupancy agreements or loans to members.

Section 8. Transfer of Membership. Except as provided herein, membership shall not be transferable and, in any event, no transfer of membership shall be made upon the books of the Corporation within ten (10) days next preceding the annual meeting of the members. In all transfers of memberships the Corporation shall be entitled to a fee it deems appropriate to compensate it for the processing of the transfer.

(a) Death of Member. If, upon death of a member, his or her membership in the Corporation passes by will or intestate distribution, or trust to a member of his or her immediate family, such legatee or distributee or beneficiary may, if qualified for occupancy of the dwelling unit appurtenant to said membership, by assuming in writing the terms of the Occupancy Agreement, within sixty (60) days after member's death, and paying all amounts due thereunder, become a member of the Corporation. If member dies and an obligation is not assumed in accordance with the foregoing, then the Corporation shall have an option to purchase the membership from the deceased member's trust or estate in a manner provided in paragraph (b) of this Section, written notice of the death being equivalent to notice of intention to withdraw. If the Corporation does not exercise such option, the provisions of paragraph (c) of this Section shall be applicable, the references to "member herein to be construed as references to legal representative of the deceased member or trustee of the deceased member's revocable living trust.

(b) Option of Corporation to Purchase. If the member desires to leave the community, he or she shall notify the Corporation in writing of such intention and the Corporation shall have an option for a period of thirty (30) days thereafter, but not the obligation, to purchase the membership, together with all of the member's rights with respect to the dwelling unit, at an amount to be determined by the Corporation as representing the transfer value thereof, less any amounts due by the member to the Corporation under the Occupancy Agreement, and less the cost or estimated cost of all deferred maintenance, including painting, redecorating, floor finishing, and such repairs and replacements as are deemed necessary by the Corporation to place the dwelling unit in suitable condition for another occupant. The purchase by the Corporation of the membership will immediately terminate the member's rights and the member shall forthwith vacate the premises.

(c) Procedure Where Corporation Does Not Exercise Option. If the Corporation waives in writing its right to purchase the membership under the foregoing option, or if the Corporation fails to exercise such option within the thirty (30) day period, the member may sell his or her membership to any person who has been duly approved by the Corporation as a member and occupant. If the Corporation agrees, at the request of the member, to assist the member in finding a purchaser, the Corporation shall be entitled to charge the member a fee it deems reasonable for this service. When the transferee has been approved for membership and has executed the prescribed Occupancy Agreement, the retiring member shall be released of his or her obligations under the Occupancy Agreement, provided he or she has paid all amounts due the Corporation to date.

(d) Payable upon Death for Estate Planning Purposes. If a member desires to leave upon his or her death his or her equity, but not possession of a unit, to a person or persons, including a trust, or estate, the member may make his or her financial interest in the Corporation payable on death to a trust, or estate, or such person or persons, by executing the appropriate forms made available at the Corporation's principal office. Execution of the documents referred to in this section will permit the beneficiary, estate or trustee to sell the membership interest to any person who has been duly approved by the Corporation as a member and occupant. If the Corporation agrees, at the request of the Estate, Trustee or beneficiary, to assist in the finding of a purchaser, the Corporation shall be entitled to charge a fee it deems reasonable for this service. Until the purchaser has been approved for membership and has executed the prescribed occupancy agreement, the trust, estate or beneficiary shall remain liable for all carrying charges and costs associated with the membership.

(e) Transfer Value. Whenever the Board of Directors elects to purchase a membership, the "Transfer Value" shall mean the sum of the following:

1. The consideration paid for the membership by the member at the time of acquisition and as shown on the books of the Cooperative; plus
2. The value, as determined by the Board, of any improvements installed at the expense of the member with the prior approval of the Board, under a valuation formula which does not provide for reimbursement in an amount in excess of the typical initial cost of the improvements less depreciation pursuant to a depreciation schedule adopted by the Board of Directors; plus

3. An additional sum computed once every five years beginning January 1, 2019, in accordance with calendar year changes in INDEX pricing as approved and published to the membership by the Board of Directors. This sum shall be consistent but not greater than the change set forth for the 12 calendar months prior to the current fiscal year in the Consumer Price Index (CPI) - All Items - Detroit Area. This CPI Index shall be a publication of the Bureau of Labor Statistics, US Department of Labor or its successor, similarly authorized by the government of the United States. No annual decrease is anticipated in the base equity (at move-in) of a member; but the Board of Directors at its sole discretion shall be permitted to take economic factors into account prior to publishing the annual adjustment to equity values based on CPI Index.
- 4.
5. The amount computed in accordance with the following table of increases applicable to the membership and to the Occupancy Agreement appurtenant to such membership. Such increase is shown as follows:

Membership and Designation of Occupancy Agreement and Unit	Increase Per Year from the 1 st Through 3 rd Year	Increase Per Year from the 4 th Through 20 th Year	Increase Per Year from the 21 st Year Through June 30 th of the 42 th Year	Increase Per year from 2013 through 2018 Begins 1 st year in July 2013
A	NONE	\$145	\$215	\$228
B	NONE	175	260	276
C	NONE	195	290	300
D	NONE	215	320	324

Section 9. Termination of Membership for Cause. In the event the Corporation has terminated the rights of a member under the Occupancy Agreement, the member shall be required to deliver promptly to the Corporation his or her membership certificate and his or her Occupancy Agreement, both endorsed in such manner as may be required by the Corporation. The Corporation shall thereupon, at its election, either (1) repurchase said membership at its Transfer Value (as hereinabove defined) or the amount the retiring member originally paid for the acquisition of his or her membership certificate, whichever is the lesser, or (2) proceed with reasonable diligence to effect a sale of the membership to a purchaser, and at a sales price acceptable to the Corporation. The retiring member shall be entitled to receive the amount so determined, less the following amounts (the determination of such amounts by the Corporation to be conclusive):

- a) any amounts due to the Corporation from the member under the Occupancy Agreement;
- b) the cost or estimated cost of all deferred maintenance, including painting, redecorating, floor finishing, and such repairs and replacement as are deemed

necessary by the Corporation to place the dwelling unit in suitable condition for another occupant; and

- c) legal and other expenses incurred by the Corporation in connection with the default of such member and the resale of his or her membership. In the event the retiring member, for any reason, should fail, for a period of ten (10) days after demand, to deliver to the Corporation his or her endorsed membership certificate, said membership certificate shall forthwith be deemed to be cancelled and may be reissued by the Corporation to a new purchaser.

Section 10. Sales Price. Memberships may be transferred by the Corporation or the member only to a person approved by the Board of Directors in accordance with the Membership Selection Plan, and the sales price shall not exceed the Transfer Value as provided in this Article, except that in sales effected by the Corporation, a service charge not in excess of \$100 may be charged by the Corporation. Where the sale is accomplished by a member, a certificate in a format approved by the Corporation's attorney as to the price paid shall be executed by the seller and purchaser and delivered to the corporation.

Section 11. Non-Speculation on Sales of Memberships. The Corporation shall observe the basic cooperative principle that purchase and sales of memberships and Occupancy Agreements are not for speculative purposes and that investments in the corporation by members are for the purpose of securing a home for occupancy by members and approved individuals. To this end, the policies established by the Corporation shall be designed to discourage and avoid speculation both in the sale and resale of the memberships and Occupancy Agreements by members or by the Corporation.

ARTICLE IV. MEETINGS OF MEMBERS

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Corporation or such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the Corporation shall be held within 60 days after the date when the Corporation acquires title to the housing project (or such later date as may be established by resolution of the Board of Directors of the Corporation). Thereafter the annual meeting of the Corporation shall be held on the first Saturday of May of each succeeding year.* At such meeting, there shall be elected by ballot of the members, a Board of Directors in accordance with the requirements of Section 3 of Article V of these By-laws. The members may also transact such other business of the Corporation as may properly come before them. (*As Amended 3-3-90)

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by twenty (20) percent of the members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the members present, either in person or by proxy. Special meetings may not be called by the members until a time subsequent to the date of the first annual meeting. .

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or direct the mailing of a notice of each annual or special meeting, stating the purpose thereof as well as the time and place

where it is to be held, to each member of record at his or her address as it appears on the membership book of the Corporation, or if no such address appears, at his or her last known place of address, at least ten (10) but not more than sixty (60) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the member at his or her dwelling unit or last known address. Notice by either such method shall be considered as notice served.

Section 5. Quorum. The presence, either in person or by proxy, of at least fifteen (15) percent of the members of record of the Corporation shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted. *Provided, at any Meeting of the membership at which a quorum has been established and the voting begun on the question(s) of the meeting or on the election of the Board, members who have cast their vote may depart without a loss of quorum so long as election officials and a majority of the board of directors remain present for the duration of the published voting times. (*Amended 3-26-2011)

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, or a meeting has been ended because the number of members at said meeting has dropped below the quorum, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which subsequent meeting the quorum requirement shall be ten (10) percent.

Section 7. Voting. At every meeting of the members, each member present, either in person, or by proxy, shall have the right to cast one vote on each question and never more than one vote. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books or management accounts of the Corporation to be more than thirty (30) days delinquent in payments due the Corporation under his or her Occupancy Agreement.

Section 8. Proxies. A member may appoint as his or her proxy any member of his or her household or immediate family (as defined by the Board of Directors) who is at least 18 years of age, --or a member may appoint any other member in good standing as his or her proxy. In no case may a member cast more than one vote by proxy in addition to his or her own vote. Any proxy must be filed with the Secretary before the appointed time of each meeting. Provided, if a written question is to come before the meeting, any member may file with the Secretary in advance of the meeting a written proxy directing the Secretary how to vote on that issue and there shall be no limit on the number of such proxies which the Secretary may hold. Any proxy shall expire on a date specified in the proxy or one year from the date of granting same, whichever first occurs. Unless and until the proxy is placed for vote, every proxy will be revocable.

Section 9. Appointment of Election Inspectors. At any members' meeting or any adjournment of a members' meeting, not more than eleven inspectors or less than five inspectors of election will be duly appointed to act at the meeting by the presiding officer of the meeting. Inspectors will be appointed from among the members present at the meeting. The inspectors will determine the number of votes represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies for the votes. They will receive votes, ballots, or consents, and will hear and determine all challenges and questions in any way arising in connection with the right to

vote at the meeting. They will count and tabulate all votes or consents, determine the results, and perform any further services proper to insure fairness to all members. The decision, act, or certificate of a majority of the inspectors will be effective in all respects as the decision, act, or certificate of all. On request of any member or his or her proxy, the inspectors will make a report in writing of any challenge on matters determined by them, and will execute a certificate of any fact found by them. Any report or certificate made by an inspector will be prima facie evidence of the facts stated in that document and a copy shall be affixed to the minutes of said meeting. Section 10. Order of Business. The order of business at all regularly scheduled meetings of the regular members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.) (d) Confirmation of Purpose of meeting
- (e) Election of inspectors of election.
- (f) Election of directors (g) Reports of officers.
- (h) Reports of committees.
- (i) Report of manager or managing agent.
- (j)
- (k)
- (l) Unfinished business.
- (m) New business.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of meeting.

ARTICLE V. DIRECTORS

Section 1. Number and Qualification. The affairs of the Corporation shall be governed by a Board of Directors composed of five (5) persons; all Board Members shall be members of the Cooperative. (As amended 4-16-73)

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers of the Board of Directors shall include, but not be limited to the following:

- (a) Accept or reject all applications for membership and admission to occupancy of a dwelling unit in the Cooperative housing project, either directly or through an authorized representative;
- (b) To establish monthly housing charges as provided for in the Occupancy Agreement, based on an operating budget formally adopted by such Board;
- (c) To engage an agent or employees for the management of the project under such terms as the Board may determine;
- (d) To authorize in their discretion patronage refunds from residual receipts when and as reflected in the annual report;

- (e) To terminate membership and occupancy rights for cause;
- (f) To promulgate such rules and regulations pertaining to use and occupancy of the premises as may be deemed proper and which are consistent with these By-Laws, and the Articles of Incorporation,
- (g) To prescribe additional monthly carrying charges to be paid by eligible individual members and families whose incomes exceed the limitations for continuing occupancy established from time to time; or, at the Board's option terminate the membership and occupancy of such individual members or families.

Section 3. Election and Term of Office. The terms of the Directors named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting or any special meeting called for that purpose; provided, that any such special meetings to be held prior to the first annual meeting shall be called only as directed by resolution of the Board of Directors. At the first annual meeting of the members the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office for one Director shall be one (1) year. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 5. Removal of Directors. At any regular or special meeting duly called, any Director elected by the members may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than 30 days delinquent in payment of his or her carrying charges shall be automatically terminated and the remaining Directors shall appoint his or her successor as provided in Section 4, above.

Section 6. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him or her for the Corporation in any other capacity, unless a resolution authorizing such remuneration shall be unanimously adopted by the Board of Directors before the services are undertaken. A Director may not be an employee of the Corporation.

Section 7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four

(4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or electronic transmission (e-mail or FAX), at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, telephone or electronic transmission, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Where all the Directors unanimously approve and sign a corporate resolution or authorization (which is to be included in the minute book), this shall be recognized as proper corporate action taken at a duly authorized meeting, without proceeding under the provisions hereof that would otherwise be applicable for calling and holding Directors meetings.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors shall require that all Officers and employees of the Corporation handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE VI. OFFICERS

Section 1. Designation. The principal officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint assistant treasurers and assistant secretaries, and such other Officers as in their judgment may be necessary.

Section 2. Election of Officers. The Officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new board and shall hold office at the pleasure of the board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Corporation. He or she shall preside at all meetings of the members and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to, the power to appoint committees from among the membership from time to time as he or she may in his or her discretion decide if appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Corporation; he or she shall have the custody of the seal of the Corporation; he or she shall have charge of the membership transfer books and such other books and papers as the Board of Directors may direct; and he or she shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII. AMENDMENTS

These By-Laws may be amended by the affirmative vote of the majority of the entire regular membership of record at any regular or special meeting. Amendments may be proposed by the Board of Directors or by petition signed by at least twenty (20) percent of the members and shall be reviewed by counsel for legality and clarity. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment shall be voted upon.

ARTICLE VIII. CORPORATE SEAL

The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be in charge of the Secretary. If so directed by the Board of Directors, a duplicate of the seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer.

ARTICLE IX. FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year, except that the first fiscal year of the Corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate within conformity with U.S. generally acceptable accounting principles.

Section 2. Books and Accounts. Books and accounts of the Corporation shall be kept under the direction of the Treasurer and in accordance with generally accepted accounting principles.

Section 3. Auditing. At the closing of each fiscal year, the books and records of the Corporation shall be audited by a Certified Public *Accountant*, whose report will be prepared and certified in accordance with *generally accepted accounting principles*. Based on such reports, the Corporation will furnish to its members, who make a request, with an annual financial statement including the income and disbursements of the Corporation. The Corporation will also supply the members, as soon as practicable after the end of each calendar year, with a statement showing each member's

assessed or pro-rata share of the real estate taxes and mortgage interest paid by the Corporation during the preceding calendar year.

Section 4. Inspection of Books. Financial reports and the membership records of the Corporation shall be available at the principal office of the Corporation for inspection at reasonable times by any member.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts, including Occupancy Agreements, shall be executed on behalf of the Corporation by an officer of the Corporation, and all checks shall be executed on behalf of the Corporation by any two officers of the Corporation.

Section 6. Association with Other Cooperatives. The Corporation may become a member of an association of cooperatives who join together for purposes of mutual aid and of advancing the cooperative movement as a means of providing housing for consumers

**ARTICLE X.
MISCELLANEOUS**

Section 1. Gender. As used in these By-Laws, any reference to the masculine form shall apply equally to the female gender.

Section 2. Effective Date. These amended By-Laws are effective _____, 20____.
LAST REVISED: MARCH 19, 2013