

BYLAWS
Williston Woods Cooperative Housing Corporation

ARTICLE I NAME AND LOCATION OF CORPORATION

Section 1. Name.

The name of the Corporation is the Williston Woods Cooperative Housing Corporation (the "Corporation").

Section 2. Location of Corporation.

The corporation address shall be 126 Williston Woods Road, Williston, Vermont 05495.

ARTICLE II PURPOSE

Section 1. Type of Corporation and Purposes.

The Corporation is organized under Title 11, Vermont Statutes, Chapter 14, and shall be governed as a cooperative housing corporation under the Vermont Cooperative Housing Ownership Act (11 V.S.A. Section 1581 et seq.) The purpose of this Corporation is to engage in any lawful act or activity for which a Corporation may be organized under such laws. Additional purposes shall include:

- a. Owning and operating Williston Woods Manufactured Home Community (the "Property") to meet the special needs of persons aged fifty-five (55) and over in conformance with Land Use Permit #4CO545, as amended, and undertaking any other cooperative activities for the benefit of the residents thereof.
- b. Operating the Property on a cooperative basis as a limited equity housing cooperative for the mutual benefit of the members of the Corporation.
- c. Borrowing money and issuing evidences of indebtedness in furtherance of any and all of the objectives of its business; securing the same by mortgage, deed of trust, pledge, or other lien.
- d. Entering into any kind of activity and performing and carrying out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the cooperative corporation.

ARTICLE III MEMBERSHIP

Section 1. Eligibility.

Membership is restricted to individuals residing in a home on the property, subject to approval by the Board of Directors as provided herein. No one shall be eligible for share ownership (hereinafter referred to as "membership interest" or "membership"), unless he or she:

- a. has attained the age of majority and at least one member of the household is fifty-five (55) years of age or older and household with no minor children, provided, however, that this provision does not apply to persons residing in a home on the property at the time that the Articles of Incorporation are certified by the Secretary of State;
- b. executes a Subscription Agreement and Proprietary Lease in the usual form employed by the Corporation covering a specific manufactured home lot (hereinafter "lot") in the Corporation's Property;
- c. has fulfilled all of the obligations and responsibilities of Membership as defined in these Bylaws, the Subscription Agreement and the Proprietary Lease, including the payment of any and all fees due to the Corporation,

Section 2. Application for Membership.

Application for the purchase of a Membership Interest 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. Subscription Funds.

All subscription funds and deposits taken in connection with the sale of a Membership Interest by the Corporation prior to the incorporation of the Corporation shall be deposited by the Corporation and held in an interest bearing escrow account for the benefit of the prospective Member, and not as corporate funds. Said subscription funds shall be subject to withdrawal or transfer to the account of the Corporation or disbursed in a manner directed by the Corporation, only on certification by the President and Secretary of the Corporation that:

- a. The subscription agreement of the applicant has been terminated pursuant to its terms, and that such withdrawal is required to repay the amount paid by the applicant under the agreement; or
- b. Applicants for 80% of the occupied lots in the community have not been procured on or before August 1, 1993, and such withdrawal is required to repay the applicant the amount paid by him/her, if so requested after that date; or
- c. Subscription Agreements from 80% of the occupied lots in the community have been procured and the applicants have paid the subscription price in full, either in cash or by promissory note to the Corporation. Upon the meeting of this requirement, and the issuance by the Secretary of State of a Certificate of Incorporation, the entire amount of the funds in the subscription escrow account may be transferred to the Corporation, at which time the Corporation shall issue and deliver shares evidencing Membership Interest to all Members.

Section 4. Transfer of Membership.

A Membership shall not be transferred to someone who does not plan to actually reside in the Corporation property or does not meet the 55 or over age requirement or a household with a minor child.

Section 5. Incidents of Membership.

A member of the Corporation shall be entitled to occupy a lot in the Corporation's Property and shall have all the rights and privileges accorded to members hereunder and under a Proprietary Lease.

Section 6. Termination of Membership.

The Corporation may terminate a Membership for good cause. "Good cause" shall be defined to include the nonpayment of loans, fees, costs or other assessments pertaining to the Membership Interest which continues following twenty (20) days written notice to cure, or any material violation of the Bylaws, Rules of Occupancy, or Proprietary Lease which continues following thirty (30) days written notice to cure the alleged material violation. In the event the default continues beyond the applicable cure period, the Corporation may seek to recover possession of the Member's lot in an action under Vermont law.

In the event the Corporation terminates the rights of a Member under any Proprietary Lease, the Member shall be required to promptly deliver to the Corporation his or her share certificate and Proprietary Lease, both endorsed in such manner as may be required by the Corporation. The Corporation shall thereupon, at its election, repurchase the stock at its Transfer Value, as defined in the Articles of Association. The terminated Member shall be entitled to receive the amount so determined, less:

- a. any amounts due to the Corporation from the Member under the Subscription Agreement and/or Proprietary Lease; and
- b. legal and other expenses incurred by the Corporation in connection with the default of such member and the resale of the stock.

In the event the terminated Member for any reason should fail for a period of ten (10) days after demand to deliver to the Corporation the endorsed Share Certificate and/or Proprietary Lease, the Certificate shall forthwith be deemed to be canceled and a replacement may be reissued by the Corporation to a new purchaser, and the Proprietary Lease shall be deemed to be terminated. A new Proprietary Lease may be issued by the Corporation to the new purchaser.

ARTICLE IV CAPITAL SHARES

Section 1. Issuance.

No shares hereafter issued or acquired by the Corporation shall be issued or reissued except in connection with the execution by the purchaser and delivery to the Corporation of a Proprietary Lease for a manufactured home lot in the Property owned by the Corporation. The ownership of shares shall entitle the holder thereof to occupy the lot for the purposes specified in the Proprietary Lease.

Section 2. Form and Share Register.

Certificates of the shares of the Corporation shall be in the form adopted by the Board of Directors, and shall be signed by the President or the Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and sealed with the seal of the Corporation, and shall be numbered in the order in which issued. Certificates shall be issued in consecutive order and there shall be recorded on the Corporation's books and records the name of the person holding the shares and the date of issue. Each certificate exchanged or returned to the Corporation shall be canceled, and the date of cancellation shall be indicated thereon and such certificate shall be retained in the corporate records. Upon request of a secured party, the Corporation shall note on its books and records the interest of the secured party in a Membership Interest.

Section 3. Transfers.

No transfer of shares shall be made except as provided in the Articles of Association and these Bylaws. Transfer of shares shall be made upon the books of the Corporation by only the holder in person or by power of attorney, duly executed and filed with the Secretary of the Corporation and on the surrender of the certificate for such shares, except that shares sold by the Corporation may be transferred without the surrender of the certificates representing such shares.

Section 4. Units of Issuance.

Unless and until each Proprietary Lease which shall have been executed by the Corporation shall have been terminated, the share appurtenant to such Proprietary Lease shall not be sold or assigned except as an entirety to the Corporation or to an assignee of such Proprietary Lease, after complying with and satisfying the requirements of such Proprietary Lease in respect to the assignment thereof.

Section 5. Lost Certificates.

In the event that any share certificate is lost, stolen, destroyed or mutilated, the Board of Directors may authorize the issuance of a new certificate of the same tenor. The Board may, in its discretion, before the issuance of such new certificate, require the owner of the lost, stolen, destroyed or mutilated certificate, or the legal representative of the owner, to make an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary.

Section 6. Legend on Share Certificates.

Certificates representing shares of the Corporation shall bear a legend reading as follows:

"The rights of any holder hereof are subject to the provisions of the Articles of Association and Bylaws of the Williston Woods Cooperative Housing Corporation and to all the terms, covenants, conditions and provisions of a certain Proprietary Lease made between the person in whose name this certificate is issued and the Williston Woods Cooperative Housing Corporation for a manufactured home lot, which documents limit and restrict the title and rights of any transferee thereof. The share represented by this certificate is transferable only as an entirety and only to an approved assignee of such Proprietary Lease.

The Corporation shall have a first lien on the share represented by this certificate to secure the payment of all indebtedness owed by the shareholder to the Corporation. The Directors of this Corporation may refuse to consent to the transfer of the share represented by this certificate until any indebtedness of the shareholder to the Corporation is paid."

All restrictions upon transfer of shares, as set forth in the Articles of Association, shall also be noted on the face of the certificates representing the shares.

ARTICLE V MEETINGS OF MEMBERS

Section 1. Initial Meeting of Members.

Within six months after the first conveyance of share by the Corporation to a Member, an organization meeting of the corporation's Members shall be held for the purposes of adopting these Bylaws, electing directors and transacting such other business as may come before the meeting. The initial organizational meeting shall be held at such time and at such place as the Corporation chooses, and notice shall be made and delivered as provided for in Section 2 below.

Section 2. Annual Meeting.

The annual meeting of the members of the Corporation, for the election of Directors and for such other business as may properly come before such meeting, shall be held in the Town of Williston, County of Chittenden and State of Vermont, at such time and place before the 30th day of September of each year as may be designated by the Board of Directors. The notice of the meeting shall be in writing and signed by the President or the Vice President or the Secretary or an Assistant Secretary. Such notice shall state the time and date, when, and the place within the State where it is to be held, and the purpose of the meeting. The Secretary, or the Directors in the case of the initial meeting, shall cause a copy thereof to be delivered personally or mailed to each Member of the Corporation entitled to vote at such meeting not less than thirty (30) days before the meeting.

If mailed, it shall be directed to each such Member at his or her address as it appears on the share book, unless he or she has filed with the Secretary of the Corporation a written request that notices intended for him or her be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 3. Special Meetings.

Special Meetings of Members may be called at any time by the President or by a majority of the Board of Directors. It shall also be the duty of the President or Board of Directors to call such meetings whenever requested by a written petition to do so signed by at least ten percent (10%) of the Corporation's members. The Secretary shall cause a notice of such special meeting stating the time, date, location and purpose of the meeting, and the person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 2 of this Article to each Member of record of the Corporation entitled to vote at such meeting not less than fifteen (15) days before such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless all the holders of all the outstanding shares of the Corporation are present at such special meeting in person.

Section 4. Waiver of Notices.

The notice provided for in the two foregoing sections may be waived. A signed waiver shall be equivalent to notice to the Member signing.

Section 5. Quorum.

At each meeting of Members, Members representing, in person, twenty percent (20%) of the Members shall constitute a quorum. If a quorum shall not be present at any meeting, a majority of the Members represented may adjourn the meeting to some future time and place. No notice of the time and place of the adjourned meeting need be given other than by announcement at the meeting.

Section 6. Voting.

At each meeting of Members, (one vote per household), each Member present in person shall be entitled to one vote. Voting by proxy is not permitted. On such items of business as shall have been designated by the Board in the notice of meeting, voting by absentee ballot is permitted, provided that the absentee ballot is received by the Secretary of the Corporation on or before the date set for the meeting. Unless specified otherwise herein or required otherwise by Vermont law, all votes of Members shall be decided by majority decision of those present and those voting by absentee ballot. Should a dispute arise within a household with regard to voting its Membership Interest, a household may divide its vote into two (2) one-half votes. However, in no event shall each household have more than one full vote.

ARTICLE VI DIRECTORS

Section 1. Number.

The number of Directors of the Corporation shall be an uneven number of at least five (5) and no more than seven (7) individuals. Directors shall be members of the Corporation and shall be elected by the membership at large. Officers shall be elected by the Directors of the Corporation.

Section 2. Election.

The Directors shall be elected at the annual meeting of Members or at a special meeting called for that purpose, by a majority of votes cast at such meeting. The Directors shall serve for a term ending on the date of the third annual meeting following his/her election or the date on which his/her successor is elected, whichever is later, one third of the Directors being elected each year. A Director may be re-elected.

Section 3. Quorum.

A majority of the Directors shall constitute a quorum.

Section 4. Vacancies.

Vacancies in the Board of Directors resulting from death, resignation or otherwise may be filled without notice to any of the Members by a vote of a majority of the remaining Directors present at the meeting at which such election is held even though no quorum is present, which may be at any regular meeting of the Board of Directors or any special meeting thereof called for such purpose.

In the event of the failure to hold any election of Directors at the time designated for the annual election of Directors or in the event that the Board of Directors shall not have filled any such vacancy, a special meeting of Members to elect a new Board of Directors or to fill such vacancy or vacancies may be called in the manner generally provided for the calling of special meetings of Members. Vacancies on the Board of Directors resulting from an increase of the Board of Directors by amendment of these Bylaws shall be filled in the manner provided in the resolution adopting such amendment. In case of a reduction of the authorized number of Directors by amendment of these Bylaws, the Directors, if any, whose term of office shall cease, shall be determined in the manner provided in the resolution adopting such amendment.

Section 5. Meetings.

The Board of Directors shall meet monthly at such places and date and time as the Board of Directors may determine. The Board shall also meet whenever called together by any officer of the Corporation, or upon the written request of any one (1) director then holding office, such notice to be given to each Director by personal delivery, mailing, or otherwise providing such notice to him/her at least three (3) days prior to such meeting at the last address furnished by him/her to the Corporation. Any meeting of the Board at which all the Directors shall be present, or of which notice shall be duly waived by all absentee Directors, either before or after the holding of such meeting, shall be valid for all purposes. Meetings of Directors may be held either at the principal office of the Corporation or elsewhere within the State of Vermont as provided in the notice calling the meeting, unless the Board of Directors by resolution adopt some further limitation in regard thereto. At all meetings of the Board of Directors, each Director shall be entitled to one vote. The vote of a majority of the Board of Directors present at the time of a vote of a duly constituted meeting shall be the act of the Board of Directors.

Section 6. Resignation and Removal.

Any Director may resign at any time by written notice delivered in person or sent by certified or registered mail to the President or Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless specifically requested, acceptance of such resignation shall not be necessary to make it effective.

Any Director may be removed from office without cause by the Members of the Corporation at a meeting duly called for that purpose, by no less than a majority vote of the Members present.

Section 7. Annual Cash Requirements.

The Board of Directors shall, except as may be otherwise restricted by the Proprietary Lease of the Corporation, determine the cash requirements as defined in Article XIV herein and in the Corporation's Proprietary Lease, and fix the terms and manner of payment of maintenance and carrying fees under the Corporation's Proprietary Lease and the lot rent for non-members residing in the Corporation Property.

The Board of Directors shall have discretionary power to prescribe the manner of maintaining and operating the property of the Corporation and to determine the cash requirements of the Corporation to be paid as aforesaid. Each such determination by the Board of Directors shall be final and conclusive and any expenditure made by the Corporation's officers or its agent under the direction or with the approval of the Board of Directors of the Corporation shall be deemed necessarily and properly made for such purpose.

Section 8. Apportionment of Net Income.

The Directors may, on an annual basis, determine and apportion the remainder of the net income received from all sources, and after accounting for payments on account of principal, interest and any other charges on mortgages on the Property and other capital expenditures, in one or more of the following ways:

- a. As a reserve fund for the general operation of the Corporation;
- b. as a dividend not to exceed six percent (6) per annum on invested capital and;
- c. as an equitable distribution or refund to all Members in proportion to their Proprietary Lease payments, except that the distribution or refund to Members shall first be credited to the Members' account to pay off the purchase price of his or her Membership Interest in any amounts owed to the Corporation as a result of cure by the Corporation of any default in the Members' obligations pertaining to the members' Membership Interest, cooperative fees, costs, assessments and/or any loans of the Members secured by the members' shares and Proprietary Leases.

Section 9. Rules Of Occupancy.

The Board of Directors may from time to time, adopt and amend such rules of occupancy and regulations as it may deem necessary in respect to the Property of the Corporation for the health, safety, and convenience of the residents. Copies thereof and of changes therein shall be furnished to each household.

Section 10. Executive Committee and Other Committees.

The Board of Directors may by resolution appoint an Executive Committee and such other committees as it may deem appropriate. Such committees shall have and may exercise such of the powers of the Board in the management of the business and affairs of the Corporation during the intervals between the meetings of the Board as may be determined by the authorizing resolution of the Board of Directors and so far as may be permitted by law, except that no committee shall have power to determine the cash requirements defined in the Leases, or to fix the maintenance and carrying fees and lots rents to be paid under the leases, or to vary the terms of payment thereof as fixed by the Board.

Section 11. Delegation of Authority.

The Board of Directors may by resolution delegate to any employee of the Corporation such powers in the management of the business and affairs of the Corporation as the Board of Directors in its discretion deems desirable or expedient, except that no employee shall have the power to determine the cash requirements defined in the Leases or to fix the rents to be paid under the Leases or to vary the terms of the payment thereof as fixed by the Board.

Section 12. Membership Fee.

The initial membership fee shall be two thousand five hundred dollars (\$2,500.00). The membership fee may be amended, from time to time, by the Board of Directors provided, however, that said amendment does not make the Cooperative Membership unaffordable and shall be consistent with the object of maintaining long-term affordability of Cooperative Interest for persons in households of low and moderate income.

ARTICLE VII OFFICERS

Section 1. Election and Removal.

The Officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer. Such Officers shall be elected annually by the Board of Directors and shall serve until removed or until their successors shall have been elected. The President, Vice President, Secretary and Treasurer shall be a Director. The Board of Directors may at any time or from time to time appoint one or more Assistant Secretaries and one or more Assistant Treasurers to hold office at the pleasure of the Board and may accord to such Officers such power as the Board deems proper. No person may hold more than one office at the same time. Vacancies occurring in the office of any Officer may be filled by the Board of Directors at any time.

Section 2. Duties of President and Vice President.

The President shall preside at all meetings of the Members and of the Board of Directors. The President or Vice President shall sign in the name of the Corporation all contracts, leases and other instruments which are authorized from time to time by the Board of Directors, except that Share Certificates shall also be signed by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer in addition to the signature of the President or Vice President. The President, subject to the control of the Board of Directors, shall have general management of the affairs of the Corporation and perform all duties incidental to the office.

In the absence or inability of the President to act, the Vice President shall have the powers to perform the duties of the President. In the absence of the President and Vice-President, one or both may designate a director to perform the duties of the President.

Section 3. Duties of Treasurer.

The Treasurer shall have the care and custody of all funds and securities of the Corporation, and shall deposit such funds in the name of the Corporation in such bank or trust companies as the Directors may determine, and he/she shall perform all other duties incidental to his/her office. If so required by the Board of Directors, he/she shall, before receiving any such funds, furnish to the Corporation a bond with a surety company as surety, in such form and amount as said Board from time to time shall determine. The premium upon such bond shall be paid by the Corporation.

Within a reasonable time after the end of each fiscal year, the Treasurer shall cause to be transmitted to each Member whose Proprietary Lease is then in effect, an annual report of operations and balance sheet of the Corporation.

In the absence or inability of the Treasurer, the Assistant Treasurer shall have all the powers and perform all of the duties of the Treasurer.

Section 4. Duties of the Secretary.

The Secretary shall keep the minutes of the meetings of the Board of Directors and of the meetings of Members. He/she shall attend to the giving and serving of all notices of the Corporation and shall be empowered to affix the corporate seal to all written instruments authorized by the Board of Directors or these Bylaws. He/she shall also perform all other duties incidental to his/her office. He/she shall cause to be kept a book containing the names, alphabetically arranged, of all persons who are Members of the Corporation, showing their places of residence, the number of the share held by them, respectively, the time when they respectively became the owners thereof, and the amount paid thereon, and such book shall be open for inspection as provided by law.

In the absence or inability of the Secretary, the Assistant Secretary, if any, shall have all the powers and perform all the duties of the Secretary.

ARTICLE VIII LEASES

Section 1. Form of Lease.

The Board of Directors shall adopt a form of Proprietary Lease to be used by the Corporation for the leasing of all lots and other space in the property of the Corporation to be leased to Members. The Board of Directors shall also adopt a form of tenant lease to be used by the Corporation for the leasing of all

lots and other space in the Property of the Corporation to be leased to non-members. Such Leases shall be for such terms, with or without provisions for renewals, and shall contain such restrictions, limitations and provisions in respect to the assignment thereof, the subletting of the premises demised thereby and the sale and/or transfer of the shares of the Corporation appurtenant thereto, and such other terms, provisions, conditions and covenants as the Board of Directors may determine, or as required under the laws of the State of Vermont.

Section 2. Assignment.

Leases shall be assigned or transferred only in compliance with, and shall never be assigned or transferred in violation of, the terms, conditions or provisions of such Leases. The possessory interest evidenced by the Lease is a part of and may not be severed from the Membership Interest evidenced by the share certificate. A duplicate of each Lease shall always be kept on file in the principal office of the Corporation. The action of the Board of Directors with respect to the written application for consent of a proposed assignment or subletting must be made within a reasonable time after receipt of said written application.

No person to whom the interest of a lessee or Member shall pass by law shall be entitled to assign any lease, transfer any shares, or sublet or occupy any residence, except upon compliance with the requirements of the Lease and these Bylaws.

Section 3. Fees on Assignment.

The Board of Directors shall have authority before an assignment or sublet of a Lease takes effect as against the Corporation as lessor, to fix a reasonable fee to cover actual expenses and attorney's fees to the Corporation, a service fee of the Corporation and such other conditions as it may determine, in connection with each such proposed assignment or sublet.

Section 4. Lost Leases.

In the event that any Lease in full force and effect is lost, stolen, destroyed or mutilated, the Board of Directors may authorize the issuance of a new Lease in lieu thereof, in the same form and with the same terms, provisions, conditions and limitations. The Board may, in its discretion, before the issuance of any such new Lease, require the owner thereof, or the legal representative of the owner, to make an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary.

Section 5. Minimum Occupancy Requirements.

Any rights claimed by a Member, heir, or legal representative with respect to the assignment of the Proprietary Lease, or the sublet of any lot, shall be subject to the statutory requirement that at least eighty percent (80%) of the Corporation's occupied lots shall be occupied by members.

Section 6. Possessory Remedy in the Event of Default.

The Corporation's possessory remedy in event of default of a Member affecting the person's right to occupancy shall be in an action under subchapter 3 of chapter 169 of Title 12, V.S.A. Good cause shall be required for the termination of the right of occupancy. Good cause shall include nonpayment of loans, fees, costs or assessments pertaining to the cooperative interest, or material violation of these Bylaws, the Rules Of Occupancy, or the Proprietary Lease which continues following notice by certified or registered mail:

- a. that an eviction proceeding may be commenced if the Member does not pay overdue rent, loans, fees, or costs or assessments pertaining to the cooperative interest within 20 days from the date of the mailing of the notice;
- b. that an eviction proceeding may be commenced within 30 days from the date of the mailing of the notice unless the Member cures a specified material violation of the Bylaws, the Rules Of Occupancy or the Proprietary Lease.
- c. Provided, however:
 - (i) that a substantial violation of the Bylaws, Rules Of Occupancy or the Proprietary Lease, or an additional nonpayment of rent occurring within six months of the giving of a prior notice may result in immediate eviction proceedings;
 - (ii) that a substantial violation of the lease terms, other than an uncured nonpayment of rent, loans, fees, or costs or assessment pertaining to the cooperative interest, will be insufficient to

support a judgment of eviction unless the proceeding is commenced within 60 days of the last violation; and

(iii) that a Member shall not be evicted when there is proof that the terms he or she is accused of violating are not enforced with respect to the other Members or Non-Member Lessees on the property.

(iv) that the Corporation shall be entitled to peaceably reenter and take possession of the lot without bringing an action for eviction, provided that the Member quits and surrenders the lot in accordance with any notice provided herein.

- d. It shall also be an act of default affecting the Member's right to occupancy if any obligation of the Member to the Corporation shall be impaired by a petition for or placement of the Member in bankruptcy, a general assignment for the benefit of the Member's creditors, the appointment of a receiver of all the Member's property, or a levy by a creditor upon the Member's share to which the Proprietary Lease is appurtenant.

ARTICLE IX SEAL

Section 1.

The seal of the Corporation shall be circular in form and inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Vermont".

ARTICLE X NEGOTIABLE INSTRUMENTS

Section 1. Endorsement of Checks.

All checks, drafts, orders for payment of money and negotiable instruments shall be signed by such officer or employee or employees or contracted management agent as the Board of Directors may from time to time, by standing resolution or special order, prescribe.

Section 2. Endorsements of Shares.

Endorsements or transfer of shares, bonds, or other securities shall be signed by the President or the Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary unless the Board of Directors, by special resolution in one or more instances, prescribes otherwise.

Section 3. Safe Deposit Boxes.

Such officer or officers as from time to time shall be designated by the Board of Directors shall have access to any safe deposit box of the Corporation.

ARTICLE XI MISCELLANEOUS

Section 1. Salaries.

No salary or other compensation for services shall be paid to any Director or Officer of the corporation for services rendered as such Director or Officer,

ARTICLE XII AMENDMENTS

Section 1. Bylaws.

These Bylaws may be amended, enlarged, or diminished by:

- a. resolution of the Board of Directors setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, and

- b. the proposed amendment receiving the affirmative vote of at least two-thirds (2/3) of the Members of the Corporation present and voting at a meeting for which such proposed amendment has been duly noticed as an item of business.

ARTICLE XIII DISSOLUTION

Section 1. Dissolution Defined.

Dissolution of the corporation shall be defined as either:

- a. the vote of one hundred percent (100%) of the Members to dissolve and terminate all of the issued Proprietary Leases; or
- b. dissolution of the Corporation in accordance with the laws of the State of Vermont, including the Corporation's failure to certify to the Secretary of State within the time limits set forth in 11 V.S.A. Section 1258 that (i) at least 80% of its available units are occupied by members, or (ii) if the cooperative undertakes a conversion of rental property, that at least 80% of its available lots are either occupied by members or sub lessees, or subject to subscription agreements.

Section 2. Liquidation of Corporation Assets.

Upon the dissolution of the Corporation, the Board of Directors shall forthwith take those steps necessary to liquidate in the best manner possible within their sound discretion, but always subject to the Articles of Association and to applicable law, all assets held by the Corporation so as to further the purposes of the Corporation as a limited equity cooperative. The distribution of proceeds shall be as set forth in the Articles of Association.

ARTICLE XIV FINANCIAL OPERATION OF THE CORPORATION

Section 1. Determination of Common Expenses and Fixing of Common Charges.

The Board of Directors shall from time to time and at least annually prior to July 1, prepare a budget of the common expenses for the Corporation's Property and determine the amount of the expenses payable by the residents of the Corporation Property. Said budget should be presented to the members prior to its final adoption.

Section 2. Items Includable as Expenses.

The expenses shall include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Corporation including, without limitation, amounts sufficient to cover the cost of any mortgage on the property and improvements, insurance premiums, management and maintenance costs, working capital and replacement reserve funds, taxes, utility fees assessed against the Corporation, professional fees incurred by the Corporation, any deficit in the expenses from prior years, and any such amounts as may be required for the purchase of any Membership by the Board of Directors on behalf of the Members.

Section 3. Notification of Assessment of Common Charges.

The Board of Directors shall promptly advise all residents in writing of the amount of charges, or rent, payable by each of them, as determined by the Board of Directors. The Board of Directors shall furnish copies of each budget on which such charges are based to all Members.

ARTICLE XV INDEMNIFICATION OF DIRECTORS AND OFFICERS

Directors and Officers shall be indemnified against all "qualified liabilities and expenses", which include amounts paid in satisfaction or in compromise of judgments, in compromise or as fines and penalties, and counsel fees. "Qualified liabilities and expenses" are those liabilities and expenses, reasonably incurred by a Director or Officer (while in office or thereafter) in connection with the defense or

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disposition of any action, suit or other proceedings, whether civil or criminal, by reason of being or having been such a Director or Officer. Notwithstanding the foregoing, no Director or Officer shall be indemnified for liabilities and expenses incurred and with respect to any matter as to which he or she shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard of duties or not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Corporation.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Director or officer may be entitled herein or by contract or otherwise by law. As used in this Section, the terms "Director" and "Officer" include their respective heirs, executors and administrators. Nothing contained in this Section shall affect any rights to indemnification to which personnel other than Directors and Officers may be entitled by contract or otherwise under law.

I, (Leonard Mercia), Secretary of Williston Woods Cooperative Housing Corporation certify that the foregoing is a true and accurate copy of the Bylaws of said Corporation as of this date.

WILLISTON WOODS COOPERATIVE HOUSING CORPORATION

BY: (Original Signed by Leonard Mercia)

DATE: 8/1/93

Amended 8/ 30 /2000