Section 2.2 – Membership Voting

Original Text

2.2 Membership Voting. *Each Dwelling Unit shall be allocated one vote. The vote for each Dwelling Unit must be cast as a unit, and fractional votes shall not be allowed. In the event that more than two or more persons are parties to an Occupancy Agreement for a Dwelling Unit and such persons are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Dwelling Unit, it will thereafter be conclusively presumed for all purposes that he or she was acting with the authority and consent of all other persons on the Occupancy Agreement for such Dwelling Unit unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast for a particular Dwelling Unit, none of the votes for that Dwelling Unit shall be counted and all of the votes shall be deemed void. Only a Member in Good Standing may vote. A Member in Good Standing is defined as: (a) A person named on an Occupancy Agreement for a Dwelling Unit; (b) who is of legal age; (c) who has no outstanding financial obligations, carrying charges, late fees, penalty fees, work order costs, or any other financial obligation to the Corporation.*

Proposed Rewrite

2.2 Membership Voting. Each Dwelling Unit shall be allocated one (1) vote (the "Unit Vote"). The Unit Vote shall be cast as a single, indivisible vote for each Dwelling Unit, and fractional voting shall not be permitted.

Only approved Members of the Corporation associated with the Membership for a Dwelling Unit shall possess authority to cast the Unit Vote for that Dwelling Unit. Authorized Occupants, guests, caregivers, or other residents who are not approved Members of the Corporation shall possess no voting rights and shall have no authority to cast, direct, control, or participate in the Unit Vote solely by reason of occupancy or residence within the dwelling unit.

If two or more approved Members jointly hold Membership associated with the same Dwelling Unit, such Members shall be responsible for determining among themselves how the Unit Vote shall be cast. If the approved Members associated with a Dwelling Unit are unable to agree on how the Unit Vote shall be cast on any matter, the Unit Vote for that Dwelling Unit shall not be counted on that matter.

If any approved Member casts a vote representing a Dwelling Unit, it shall thereafter be conclusively presumed, for all purposes, that such Member was acting with the authority and consent of all other approved Members associated with the Membership for that Dwelling Unit, unless objection thereto is made at the time the vote is cast. In the event that more than one Unit Vote is cast for the same Dwelling Unit on the same matter, none of the votes for that Dwelling Unit shall be counted and all such votes shall be deemed void.

Only a Member in Good Standing may vote. For purposes of these Bylaws, a "Member in Good Standing" means an approved Member of the Corporation who:
(a) is of legal age; and
(b) has no outstanding financial obligations owed to the Corporation, including, without limitation, unpaid carrying charges, late fees, penalty fees, work order costs, or any other amounts owed to the Corporation.

Why the Change

- Clarifies "one vote per unit" cleanly. Gave the vote a label ("Unit Vote") so later sections can reference it, and restated "must be cast as a unit" as "single, indivisible vote" so there's no splitting or partial votes.
- Fixes the awkward phrasing about multiple people. "More than two or more persons" became "two or more persons." Makes it clear: co-occupants must sort it out among themselves, and if they can't agree, that unit simply doesn't vote on that item.
- Tightens the "who speaks for the unit" rule. Kept the same idea — if one person casts the vote, we assume they have authority unless someone objects right then — just cleaned up the wording.
- Polishes and preserves "Member in Good Standing." Pulled the definition into its own clear sentence with "for purposes of these Bylaws" so it can be referenced elsewhere. Kept all three requirements and added "including, without limitation" so the list of financial obligations is examples, not a closed list.

Glossary

2.3 Eligibility and Application for Membership

This says how someone becomes a member: they apply using the co-op's forms, get approved by the Board, and sign an Occupancy Agreement.

Proposed Rewrite

- 2.3 Eligibility and Application for Membership. Any natural person who has been approved for Membership by the affirmative vote of not fewer than four (4) members of the Board of Directors at a duly called meeting of the Board of Directors, following submission of an application on the forms and in accordance with the procedures prescribed by the Board of Directors, shall be eligible for Membership in the Corporation.
- Membership in the Corporation shall become effective only when:
- (a) the applicant has been formally approved for Membership in accordance with Sections 2.1 and 2.3 of these Bylaws; and
- (b) the applicant and the Corporation have executed the Membership Occupancy Agreement for a Dwelling Unit.
- Membership approval shall not occur through unilateral action, informal agreement, administrative action, implied approval, occupancy status, residency status, or execution of occupancy-related documentation absent formal approval by the Board of Directors as required under these Bylaws.
- Execution of a Membership Occupancy Agreement shall not, by itself, create Membership rights absent formal approval for Membership by the Corporation. Likewise, occupancy, residency, or approval as an Authorized Occupant shall not create Membership status, voting rights, succession rights, ownership interests, equity interests, governance authority, or Board eligibility within the Corporation.
- Only persons formally approved as Members of the Corporation shall possess Membership rights associated with a Dwelling Unit. Authorized Occupants, guests, caregivers, family members, companions, or other residents who are not approved Members shall possess only such residency rights as may be expressly granted under the Rules and Regulations, Authorized Occupant Agreement, or other lawful occupancy approval procedures established by the Corporation.
- All Membership criteria, procedures, approvals, and occupancy-related determinations shall be administered in a fair, reasonable, consistent, and non-

discriminatory manner in compliance with applicable fair housing, civil rights, disability accommodation, and consumer protection laws.

- Why the Change
- Clarifies that Membership requires formal Board approval. The rewrite expressly requires approval by the affirmative vote of not fewer than four (4) members of the Board of Directors at a duly called meeting, preserving collective governance authority over Membership approval.
- Separates Membership from occupancy and residency. The rewrite clarifies that occupancy, residency, caregiving arrangements, Authorized Occupant status, or execution of occupancy-related documents alone do not create Membership rights, voting authority, governance standing, equity interests, or succession rights.
- Prevents implied or informal Membership approvals. The rewrite expressly prohibits Membership from arising through informal agreements, unilateral actions, administrative practices, implied approval, or residency status absent formal Board action required under the Bylaws.
- Clarifies the distinction between Members and Authorized Occupants. The rewrite establishes that only formally approved Members possess governance and voting rights associated with a Dwelling Unit, while Authorized Occupants and other residents retain only residency rights granted under approved occupancy procedures.
- Preserves governance authority and procedural consistency. The rewrite reinforces that Membership approval remains a formal governance function of the Board of Directors rather than an informal operational or administrative process.
- Modernizes the structure to reflect real-world residency arrangements. The rewrite allows the Corporation to address caregivers, family members, temporary occupants, and other residency situations through operational procedures while preserving clear legal distinctions between occupancy and Membership rights.
- Strengthens legal and operational protections. The rewrite incorporates fairness, consistency, and compliance standards related to fair housing, civil rights, disability accommodations, and consumer protection laws while reducing ambiguity and future governance disputes.

Glossary style:

2.4 Sale of Dwelling Unit When you plan to sell your membership/unit, the co-op must inspect the unit first to make sure it's in good condition. Membership can only be transferred along with the Occupancy Agreement, not by itself.

Section 2.4 – Sale of Dwelling Unit

Original Text

2.4 Sale of Dwelling Unit. *Prior to listing a Membership and Occupancy Agreement for sale, the Member must notify the Corporation and schedule an inspection of the Dwelling Unit to ascertain that the Dwelling Unit is in satisfactory condition. No Application for membership will be processed until the inspection has been completed and the Dwelling Unit is in satisfactory condition in accordance with the Occupancy Agreement. Membership in the Corporation is not transferable, except in connection with the transfer of the Occupancy Agreement to which it is associated.*

Proposed Rewrite

2.4 Sale of Dwelling Unit. Prior to listing a Membership and the associated Membership Occupancy Agreement for sale or transfer, the Member shall notify the Corporation and schedule an inspection of the Dwelling Unit to determine whether the Dwelling Unit is in satisfactory condition in accordance with the Membership Occupancy Agreement and the Corporation's maintenance and condition standards.

No application for Membership submitted by a proposed purchaser shall be processed until the inspection has been completed and the Dwelling Unit has been brought into satisfactory condition in accordance with the Membership Occupancy Agreement and applicable Corporation standards.

Membership in the Corporation is not transferable except in connection with the lawful transfer of the Membership and the associated Membership Occupancy Agreement for the Dwelling Unit, and only upon approval of the proposed Member in accordance with Sections 2.1 and 2.3 of these Bylaws.

Why the Change

- Clarifies what's being listed. "Listing a Membership and the associated Occupancy Agreement" makes clear these two things are tied together for that unit.
- Tightens the inspection rule. Ties "satisfactory" to the Occupancy Agreement and the Corporation's written maintenance and condition standards — not someone's mood that day.
- Spells out whose application is blocked and when. "No application for membership from a proposed purchaser shall be processed" makes it obvious this applies to the buyer's application, and it's on hold until the inspection is done and the unit is brought up to standard.
- Reinforces that membership can't be sold separately. Shuts down any argument like "I'm just selling my membership separate from a unit." Membership travels only with the Occupancy Agreement, under the rules.

Glossary style:

2.5 Transfer on Death of Member If a member dies, the person who inherits the membership has to apply and be approved like any other member. If they aren't approved — or don't complete the steps in time — the unit has to be sold.

Section 2.5 – Transfer on Death of Member

Original Text

2.5 Transfer On Death of Member. *If, upon death of a Member, the deceased member's membership and rights to the Dwelling Unit passes by will, designation of beneficiary or intestate distribution to another person, such legatee, beneficiary, or distributee* *may, after being approved for membership pursuant to the policies and procedures then in effect, become a Member of the Corporation by paying all amounts due in connection with the deceased Member's Occupancy Agreement and executing a new Occupancy Agreement within sixty (60) days after the Member's death. If a successor is not approved for Membership, the Dwelling unit must be listed for sale.*

Proposed Rewrite

If, upon the death of a Member, the deceased Member's Membership interest and associated rights relating to the Dwelling Unit pass by will, beneficiary designation, trust, or intestate distribution to another person, such legatee, beneficiary, trustee, or distributee (a "Successor") may apply for Membership in the Corporation in accordance with the policies, procedures, and approval requirements then in effect.

A Successor shall not automatically become a Member of the Corporation by reason of inheritance, residency, occupancy under an Authorized Occupant Occupancy Agreement, relationship to the deceased Member, or prior status as an Authorized Occupant. Membership shall become effective only upon:

(a) approval for Membership in accordance with Sections 2.1 and 2.3 of these Bylaws;

(b) payment of all amounts then due in connection with the deceased Member's Membership Occupancy Agreement; and

(c) execution of a new Membership Occupancy Agreement with the Corporation within sixty (60) days after the Member's death, unless extended by the Board of Directors for good cause shown.

If no qualified Successor assumes the Membership interest within the required time period, the Membership interest and associated Membership Occupancy Agreement for the Dwelling Unit shall remain subject to the lawful administration of the deceased Member's estate, probate proceedings, creditor claims, lien enforcement rights, and such collection, transfer, enforcement, or legal remedy procedures as may be permitted under these Bylaws, the governing documents of the Corporation, and applicable law.

If no lawful heir, beneficiary, Successor, estate representative, or legally authorized claimant is identified or assumes responsibility for the Membership interest within a reasonable period of time as determined through applicable legal process, the Corporation may pursue such lawful remedies as may be available under applicable law for abandoned property, unpaid obligations, lien enforcement, judicial transfer, foreclosure, or other legally authorized disposition procedures.

Nothing in this Section 2.5 shall be interpreted to grant automatic ownership of the Membership interest or Dwelling Unit to the Corporation solely by reason of the death of a Member, absence of heirs, abandonment, or failure of a Successor to qualify for Membership, except through lawful procedures authorized by applicable law.

Why the Change

- **Clarifies who the "new person" is.** Introduces the term "Successor" (legatee, beneficiary, or distributee) so there's a simple word to refer to them instead of repeating the whole list every time.
- **Breaks a long sentence into clear steps.** Rights pass to someone by will / beneficiary / intestate → that person applies and is approved → they pay all amounts due → they sign a new Occupancy Agreement → all within 60 days of the Member's death.
- **Spells out the consequence more cleanly.** The rewrite also covers the case where a Successor is approved but doesn't sign the new Occupancy Agreement, or doesn't pay within 60 days. In all those situations, the Dwelling Unit must be listed for sale.
- **Cleans up small wording issues.** Capitalization consistency and "designation of beneficiary" → "beneficiary designation." Substance is the same: heirs don't automatically become Members — they must be approved, pay what's owed, and sign within 60 days, or the unit is listed for sale.

Glossary style:

2.6 Suspension of Member Rights or Privileges The Board can temporarily take away certain rights (like voting or using some facilities) if a member breaks the rules, but they have to give written notice and a chance for the member to respond. Access to the member's own unit and parking can never be suspended.

Section 2.6 – Suspension of Member Rights or Privileges

Original Text

2.6 Suspension of Member Rights or Privileges. *The Board may suspend the voting rights of a Member, a Member's right to use the Corporation's common use facilities, other than the right of the Member to have access to the Dwelling Unit and parking areas, or any other right or privilege of a Member in accordance with the procedures set forth in this Section, not including termination as provided in the Occupancy Agreement. Written notice of any such suspension (the "Suspension Notice") shall be given to the Member at least fifteen (15) days prior to the effective date of the suspension, and such notice shall state the reasons for such suspension. The notice shall also advise the Member of the Member's opportunity to submit to the Board at least five (5) days before the effective date of the suspension a written statement contesting the suspension and setting forth the Member's position with respect to the suspension. The Member may request a meeting with the Board to discuss the suspension. Notwithstanding the receipt of a written statement by the Member, the suspension shall become effective on the date set forth in the Suspension Notice, unless the Board decides that the suspension should not become effective.*

Proposed Rewrite

2.6 Suspension of Member Rights or Privileges. The Board of Directors may suspend a Member's voting rights, the Member's right to use the Corporation's common use facilities (other than the Member's right of access to his or her Dwelling Unit and assigned parking areas), or any other right or privilege of membership (but not including termination of membership, which shall be governed by the Occupancy Agreement), in accordance with the procedures set forth in this Section 2.6.

Written notice of any proposed suspension (the "Suspension Notice") shall be given to the Member at least fifteen (15) days prior to the effective date of the suspension. The Suspension Notice shall state the reasons for the proposed suspension and shall advise the Member of his or her opportunity to submit to the Board of Directors, at least five (5) days before the effective date of the suspension, a written statement contesting the suspension and setting forth the Member's position. The Suspension Notice shall also advise the Member of the right to request a meeting with the Board of Directors to discuss the proposed suspension.

Notwithstanding the receipt of any written statement or the occurrence of any meeting with the Board of Directors, the suspension shall become effective on the date set forth in the Suspension Notice, unless the Board of Directors determines that the suspension should not become effective.

Why the Change

- **Spells out clearly what can and cannot be suspended.** The Board can suspend voting rights, common facility use, and other privileges — but cannot terminate membership under this section (termination stays under the Occupancy Agreement).
- **Clarifies access can't be taken away.** Keeps the protection that the Member still has access to their Dwelling Unit and parking areas, in wording that's hard to misread.
- **Cleans up the notice and hearing process.** Clear steps: Suspension Notice at least 15 days before; notice must include reasons; Member can send a written statement at least 5 days before; Member can request a meeting; unless the Board changes its mind, the suspension takes effect on the stated date.
- **Reinforces who actually decides.** Repeats "Board of Directors" so there's no confusion that these decisions are made at Board level, not by management alone. No expansion of Board power — just tidier framing that can withstand scrutiny.
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