

BY-LAWS

Association name

January 1, 2023

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ARTICLE I

NAME AND LOCATION OF CORPORATION

The name of the corporation is _____ Corporation (hereinafter "HDFC"). Its principal office is located at _____

ARTICLE II

CORPORATE PURPOSE

The purpose of the HDFC is to provide its shareholders with a cooperative housing project located _____ (the "Building") consistent with the provisions of the Certificate of Incorporation.

ARTICLE III

CAPITAL SHARES

Section 1. Issuance to Shareholders Only; Unsold Shares

(a) Shares of the HDFC shall only be issued or reissued when a Proprietary Lease for an apartment in the Building is entered into between the HDFC and the purchaser. The ownership of Shares shall entitle the holder to occupy the apartment for the purposes specified in, and subject to the provisions and covenants of, such Proprietary Lease.

(b) Unsold Shares, as defined in Section 4.03 of the Proprietary Lease, shall be retained by the HDFC. Such Shares shall cease being Unsold Shares only after the requirements of said

Section have been met.

Section 2. Issuance of Certificates

Shares allocated to each Proprietary Lease shall be issued in the amount fixed by the Board of Directors ("Board") for the apartment described in the Proprietary Lease and shall be represented by a single Certificate. Upon issuance all Certificates shall be legended in the manner provided herein.

Section 3. Form and Share Register

Certificates of Shares in the HDFC shall be in the form adopted by the Board and as legended pursuant to Section 8 of this Article III, shall be signed by the President or Vice President and the Secretary or the Treasurer, sealed with the seal of the HDFC and shall be numbered in the order in which issued. The signatures and seal may be facsimiles when and to the extent permitted by Section 508(a) of the Business Corporation Law or other applicable law. Certificates shall be issued in consecutive order and there shall be recorded the name of the person holding the Shares, the number of Shares and the date of issue. Each Certificate exchanged or returned to the HDFC shall be canceled with the date of cancellation indicated thereon. All canceled Certificates shall be retained in the corporate records.

Section 4. Transfers

Transfer of Shares shall be made only in accordance with the terms and provisions of the Proprietary Lease. Transfers of Shares shall be made on the books of the HDFC by the Shareholder in person or by power of attorney filed with the Secretary of the HDFC on the surrender of the Certificate, except that Shares sold by the HDFC to satisfy any lien it holds on the Shares may be transferred without the surrender of the Certificate representing the Shares.

The Board shall supervise the transfer of Shares in such a manner as to implement the rules and restrictions established for transfers in the Certificate of Incorporation and the Proprietary Lease.

The Board shall have authority before an assignment of Shares takes effect as against the HDFC, to fix a reasonable fee to cover actual expenses and attorneys' fees of the HDFC in connection with each such proposed assignment, as well as a flip tax as indicated in Section 8 of this Article.

No sale, assignment or transfer of Shares allocated to any Apartment shall be effective until the requirements of this Section 4 have been complied with. No sale, assignment or transfer of shares allocated to any Apartment shall be effective without the prior approval of the Board.

Section 5. Units of Issuance

Unless and until all Proprietary Leases signed by the HDFC have been terminated, the Shares allocated to each Proprietary Lease shall not be sold or assigned except as an entirety to

the HDFC or an assignee of the Proprietary Lease after satisfying the requirements of the Proprietary Lease and these By-Laws in respect to the assignment.

Section 6. HDFC's Lien

The HDFC shall at all times have a first lien on the Shares owned by each Shareholder for all sums due and to be due the HDFC from the Shareholder, including, without limitation, obligations arising under the provisions of any Proprietary Lease issued by the HDFC and held at any time by the Shareholder. Unless and until the Shareholder, as lessee, defaults in the payment of any maintenance charge, special assessment or of any other indebtedness or obligation or defaults in the performance of any of the other covenants or conditions contained in the Proprietary Lease, the Shares shall continue to stand in the name of the Shareholder on the books of the HDFC and the Shareholder shall be entitled to vote such Shares as though the lien did not exist. On the enforcement of the lien by the HDFC, the HDFC shall have the right to issue to any purchaser of the Shares, a Certificate of the Shares so purchased, substantially similar to the Certificate previously issued to the defaulting Shareholder and that previously issued certificate shall then become void. The defaulting Shareholder agrees to surrender the Certificate to the HDFC on demand, but the failure of the defaulting Shareholder to surrender the Certificate shall not affect the validity of the Certificate issued in replacement of the original. The HDFC may refuse to consent to the transfer of Shares of any Shareholder indebted to the HDFC unless and until the indebtedness is paid.

Section 7. Lost Certificates

In the event that any certificate of shares is lost, stolen, destroyed or mutilated,

the Board of Directors may authorize the issuance of a new certificate of the same tenor and for the same number of shares in lieu thereof. The Board may, in its discretion, before the issuance of such new certificate require the shareholder, of the lost stolen destroyed or mutilated certificate or the legal representative of the shareholder, to obtain a cooperative lien search from a New York title insurance provider or alternatively require the shareholder to obtain an Eagle-9 Cooperative Policy. Additionally, the Board may, in its discretion require the shareholder or legal representative of the shareholder to provide an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary and to give the Corporation a bond in such reasonable sum as it directs, but not more than double the value of the shares, to indemnify the Corporation

Section 8. Legend on Share Certificate

Certificates representing Shares in the HDFC shall bear a legend reading as follows:

"The rights of any holder of this Certificate of Shares are subject to the requirements of the Private Housing Finance Law, the provisions of the Certificate of Incorporation and the By-Laws of this HDFC, the obligations of the HDFC pursuant to financing documentation and to all terms, covenants, conditions and provisions of a Proprietary Lease made between the person in whose name this Certificate is issued, as Lessee, and this HDFC, as Lessor, for an apartment in the premises located at _____ which **lease limits and restricts** the title and rights of the owner of this Certificate.

The Shares represented by this Certificate are transferable only in accordance with the maximum limits on resident income and other terms and conditions contained in the

By-Laws of this HDFC and the Proprietary Lease, only as an entirety and only to an approved assignee of the Proprietary Lease to which these Shares are allocated.

Copies of the Certificate of Incorporation, By-Laws, and the Proprietary Lease are on file and available for inspection at the office of this HDFC at **44 Court Street Ste 1217, Brooklyn, NY 11201**

The Directors of this HDFC may refuse to consent to the transfer of the Shares represented by this Certificate until all indebtedness of the Shareholder to this HDFC is paid. This HDFC, by the terms of the By-Laws and Proprietary Lease, has a lien on the Shares represented by this Certificate for all sums due and to become due under the Proprietary Lease, including a lien for all monies payable to this HDFC pursuant to the Proprietary Lease."

Section 8. Flip Tax

Upon the sale, transfer or assignment of any shares, the Board may implement a flip tax in the amount of **Thirty percent (30%)** of the market value of the shares, assessed against the purchaser of said shares.

ARTICLE IV

MEETINGS OF SHAREHOLDERS; VOTING MAJORITIES

A. Meetings

Section 1. Annual Meetings.

A meeting of Shareholders shall be held annually for the election of directors and the transaction of other business on the _____ day of _____ (month) of each year, if it is not a legal holiday and, if it is a legal holiday, then on the next succeeding day that is not a legal holiday.

Section 2. Special Meetings

Special meetings of the Shareholders of the HDFC may be called at any time by the President or by a majority of the Directors or by twenty (20%) percent of the Shareholders. The notice or waiver of notice of any special meeting shall state the time and place of such meetings and the purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Place of Meeting

All meetings of the Shareholders of the HDFC shall be held in the Building or at such place within the City of New York which is specified in the notice of the meeting or in the waiver of notice thereof.

Section 4. Notice of Meetings

Written notice of any meeting will state the place, date and hour and will be given personally or by first class mail to each Shareholder not less than ten nor more than fifty days before the date of the meeting. Written notice of a special meeting will indicate that it is being

sent by or at the direction of the person or persons calling the meeting and state the purpose or purposes for which the meeting is called.

Section 5. Waiver of Notice

Written notice of any meeting does not have to be given to any shareholder who submits a signed waiver of notice, in person or by proxy. The attendance of any Shareholder at a meeting, in person or by proxy without protesting the lack of notice shall constitute a waiver of notice by that Shareholder.

Section 6. Quorum.

At all meetings of the Shareholders of the HDFC, the presence, in person or by proxy, of a majority of the Shareholders eligible to vote shall be necessary to constitute a quorum for transaction of business. If there is no quorum at any meeting, a majority of the eligible Shareholders that are present may adjourn the meeting to some future time and place. No notice of the adjourned meeting need be given. At the reconvened meeting, the same quorum will be required.

C. Voting

Section 7. Eligibility

All Shareholders in good standing in the HDFC ten (10) days before the date of any meeting are eligible to vote at the meeting. A Shareholder shall not be in good standing in the HDFC if the

Shareholder is delinquent in the payment of two months rent, additional rent or user charges due the HDFC pursuant to the Proprietary Lease and has failed to cure such delinquency within sixty days of the due date of such rent, additional rent or user charges for the first such month.

Section 8. Order of Business

The order of business at all annual and other meetings of the Shareholders shall be as follows:

1. Call to order.
2. Presentation of notice of the meeting and proof of service, or waiver of notice.
3. Roll call and presentation and examination of proxies.
4. Readings of minutes of previous meeting or meetings.
5. Reports of officers and committees.
6. If the annual meeting, the appointment of inspectors of election, if any.
7. If the annual meeting, the election of directors.
8. Unfinished business.
9. New business.
10. Adjournment.

Section 9. Manner of Voting

At every meeting of the shareholders, each Shareholder present, either in person or by proxy, shall have the right to cast one vote per apartment for which such Shareholder is the lessee on each question. In all elections of Directors of the HDFC each Shareholder shall be entitled to as many votes as shall equal the number of Directors to be elected and may cast all of such votes

for a single Director or may distribute his or her votes among the number to be voted for, or any two or more of them, as he or she may see fit. In the event the Shares allocated to one apartment are held by more than one person, such persons shall jointly or separately cast their allotted votes, with each person entitled to cast the fraction of the votes which represents his or her interest. Voting by Shareholders shall be by voice vote unless any Shareholder present at the meeting in person demands a vote by written ballot.

Section 10. Majority Rule; Directors elected by Plurality

The votes of Shareholders, voting in person or by proxy, which are present at a duly conducted Shareholders meeting shall decide by majority vote thereof any question brought before the meeting unless the question is one for which any express provision of law, these By-Laws, the Proprietary Lease or the Certificate of Incorporation requires a different vote, in which case such express provision shall govern and control. Directors shall be elected by plurality vote.

Section 11. Proxies

A Shareholder may appoint as his or her proxy any other person to act in his or her behalf. Every proxy authorization must be signed by the Shareholder and be filed with the HDFC's Secretary before the appointed time of each meeting.

ARTICLE V

DIRECTORS

Section 1. Number and Qualifications

The affairs of the HDFC shall be governed by a Board composed of [REDACTED] share holders.

Any Shareholder who is at least **eighteen (18) years** of age and in good standing shall be eligible to be elected as Director. The number of Directors may be increased or decreased by a vote of a majority of all Shareholders entitled to vote, subject to the limitations that a decrease may not shorten the term of any incumbent Director or reduce the number of Directors to less than three (3).

Section 2. Powers and Duties

The Board shall have all the powers and duties necessary to administer the affairs of the HDFC, including, but not limited to, the election of the officers of the HDFC and creation of committees and appointments thereto. The Board may do all such acts and things except those acts which by law, these By-Laws or the Certificate of Incorporation are directed to be exercised and done by the Shareholders or are expressly prohibited.

Section 3. Election and Term of Office

Each Director shall be elected by a plurality of the votes of Shareholders at the meeting called for the election thereof. Directors shall serve for a term of one year. Except as otherwise provided in these By-Laws, Directors shall be elected at the annual meeting of the HDFC. Each

Director shall continue in office until the close of the meeting at which a successor is elected or until his or her earlier death, resignation or removal.

Section 4. Resignation

Any Director may resign at any time by delivering a signed letter of resignation to the office of the HDFC. Such resignation shall take effect at the time specified in that letter or, if not so specified, on the date the letter is delivered.

Section 5. Removal of Directors

At any meeting of the Shareholders duly called any Director may be removed with or without cause by a majority of all Shareholders entitled to vote and a successor may then be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Shareholders shall be given any opportunity to be heard at the meeting. The term of any Director who becomes more than two (2) months behind in payment of his or her maintenance charges shall be automatically terminated and a replacement shall be duly elected by a majority of the board of directors.

Section 6. Vacancies

Vacancies occurring in the Board for any reason, including removal with or without cause shall be filled by a vote of a plurality of the Shareholders at the meeting called for the election thereof. A Director elected to fill a vacancy shall hold office until the next annual

meeting at which the election of Directors is the regular order of business and until his or her successor is elected and qualified or until his or her earlier death, resignation or removal.

Section 7. Meetings

The Board of Directors shall meet immediately after the annual meeting of Shareholders without notice. Special meetings of the Board may be called by the President on two days notice given to each Director personally or by mail or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in the same way and with the same notice on the written request of at least **twenty (20%) percent** of all Directors. Any meeting of the Board at which all the members are present, or of which notice shall have been waived by all absentees, shall be valid.

Section 8. Waiver of Notice

Before or after any meeting of the Board of Directors, any Director may, in writing, waive the notice requirement. Attendance by a Director at any meeting of the Board without protesting the lack of notice shall be a waiver of notice by him or her. 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.

Section 9. Quorum and Voting

At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present at a meeting at which

a quorum is present shall be the acts of the Board. If at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting to some future time and place.

Section 10. Annual Cash Payments

The Board of Directors shall have discretionary power to (i) prescribe the manner of maintaining and operating the property of the HDFC, (ii) determine the amounts to be paid by the Shareholders under their respective Proprietary Leases and (iii) fix the terms and manner of payment of rent under the Proprietary Leases. Every such determination by the Board of Directors shall be final and conclusive as to all Shareholders and any expenditures made by the HDFC's officers or its agent under the direction or with the approval of the Board of Directors shall, as against the Shareholders, be deemed necessarily and properly made for such purpose.

Section 11. Special Assessments

The Board may require the payment of special assessments to pay for particular repairs or other unforeseen financial outlays in accordance with the provisions of the Proprietary Lease.

Section 12. Space Allocation

The Board may, in its discretion, authorize the conversion, subdivision or reallocation of space in the Building for which there are currently issued one or more Proprietary Leases, where such space is suitable to the primary purposes of the HDFC as set forth in the Certificate of Incorporation and the affected shareholder consents and may allocate or reallocate shares to such space and authorize the signing of one or more Proprietary Leases for such space.

Section 13. House Rules

The Board may, from time to time, for the health, safety, convenience and enjoyment of the Shareholders, adopt and amend such House Rules as it may deem necessary in respect to the Building. Copies of the House Rules and of any changes in them shall be furnished to each Shareholder.

Section 14. Managing Agent

The Board may engage a managing agent, by written contract for a term not exceeding one year, to assist the Board in its duties of maintaining and operating property of the HDFC.

ARTICLE VI

OFFICERS

Section 1. Designation

The principal officers of the HDFC shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board and, except for the President and Vice President, need not be Directors. Only Shareholders who satisfy the qualifications for Directors as set forth in Article V, Section 1, shall be eligible to be officers of the HDFC. The Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. One person may not hold more than one office at the same time.

Section 2. Election of Officers

The officers of the HDFC shall be elected by the Board at the first meeting of the Board following the annual meeting of the Shareholders and shall hold office for a one-year term and until their successors have been elected and qualified unless removed.

Section 3. Removal of Officers

Any officer may be removed, either with or without cause, and a successor elected, by a vote of a majority of the Board at a meeting duly called. In addition, any officer may be removed with cause by the vote of a majority of all Shareholders entitled to vote at a meeting duly called.

Section 4. President

The President shall be chief executive officer of the HDFC. He or she shall preside at all meetings of the Shareholders and of the Board and carry out decisions and policies of the Board, and act on its behalf.

Section 5. Vice President

The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act on

an interim basis. The Vice President shall perform such other duties as shall from time to time be determined by the Board.

Section 6. Secretary

The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Shareholders of the HDFC; give notice of all meetings of Shareholders and Directors; have custody of the seal of the HDFC, the record of Shares, Proprietary Leases, and such other books and papers as the Board may direct; and, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer

The Treasurer shall have 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 HDFC. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the HDFC in such places as may from time to time be designated by the Board and perform all other duties and acts incident to the office of Treasurer.

ARTICLE VII

RESTRICTIONS ON COMPENSATION AND TRANSACTIONS

Section 1. Compensation

No compensation shall be paid to Directors or officers for their services as Directors or officers. No compensation shall be paid to a Director or officer for services performed by them for the HDFC in any other capacity unless a resolution authorizing such compensation is unanimously adopted by the Board before the services are undertaken.

Section 2. Loans to Shareholders, Directors and Officers

The HDFC shall make no loans to any of its Shareholders, Directors or officers or to any corporation, firm, association or other entity in which one or more of its Shareholders, Directors or officers are directors or officers or have substantial financial interest.

Section 3. Dividends to Members, Directors and Officers

The HDFC shall not, except upon liquidation of the HDFC, pay dividends or distribute any part of its income or profits to any of its Shareholders, Directors or officers.

Section 4. Contracts with Directors and Officers

No Director or officer of the HDFC shall be interested, directly or indirectly, in any contract relating to the operations conducted by the HDFC, nor in any contract for furnishing services or supplies to the HDFC, unless:

a) such contract shall be authorized by the Board (without counting the vote of such interested Director) and such interest shall have been disclosed or known to the Board; **or**

b) such contract shall be authorized by the Shareholders and such interest shall have been disclosed or known to the Shareholders.

If there was no disclosure, knowledge or vote as provided in (a) and (b) above the HDFC may void the contract or transaction unless the party or parties thereto establish affirmatively that the contract or transaction was fair and reasonable to the HDFC at the time it was authorized by the Board or the Shareholders. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or Shareholders which authorizes such contract or transaction but in no event may they vote on the issue.

ARTICLE VIII

INDEMNIFICATION

The HDFC shall provide indemnification of its Directors and officers to the fullest extent permitted by Sections 721 through 726 of the Business Corporation Law except in relation to matters as to which such Director or officer is adjudged to have breached his duty to the HDFC.

ARTICLE IX

PROPRIETARY LEASE

Section 1. Form of Lease

A. The Board shall adopt the form of Proprietary Lease which is to be used by the HDFC for the leasing of all apartments to Shareholders. Proprietary Leases shall be for a stated term, with or without provision for renewal, and shall contain such restrictions, limitations and provisions in

respect to the assignment thereof, the subletting of the premises demised thereby, and such other terms, provisions, conditions and covenants as the Board may determine, consistent with the Certificate of Incorporation.

B. After a Proprietary Lease in the form adopted by the Board shall have been signed and delivered by the HDFC, all Proprietary Leases subsequently signed and delivered shall be in the same form except for the name of the Shareholder and the commencement date of the term of the lease. Any change or alteration must be approved by the Shareholders in accordance with the requirements of the Proprietary Lease.

Section 2. Assignment

Proprietary Leases may be sold, assigned, exchanged or transferred only in compliance with the terms, conditions and provisions of the Proprietary Lease, these By-Laws and the Certificate of Incorporation of the HDFC. A copy of each Proprietary Lease shall be kept on file in the principal office of the HDFC at all times. The eligibility of person(s) to purchase Shares and a Proprietary Lease for the apartment to which the shares are allocated and the maximum price which the purchaser(s) may pay shall be governed by the terms and provisions of the Proprietary Lease. The Board shall supervise the sale, sublet, assignment or other transfer of Proprietary Leases and the transfer of Shares to assure compliance with the provisions of the Certificate of Incorporation, the Proprietary Lease, and these By-Laws and agreements pursuant to which the HDFC is bound.

Section 3. Allocation of Shares

The Board shall allocate the number of Shares of the HDFC which pertain to each apartment in the Building to be leased to Shareholders under Proprietary Leases, which number shall be set forth in the Proprietary Lease and the Certificate of Shares.

Section 4. Lost Proprietary Leases

In the event that any proprietary lease in full force and effect is lost, stolen, destroyed or mutilated, the Board of Directors may authorize the issuance of a new proprietary 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 proprietary lease, require the shareholder thereof, or the legal representative of the shareholder, to obtain a cooperative lien search from a New York title insurance provider or alternatively require the shareholder to obtain an Eagle-9 Cooperative Policy. Additionally, the Board may, in its discretion, require the shareholder to provide an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary, and to give the Corporation a bond in such reasonable sum as it directs, not exceeding double the value of the shares appurtenant to such proprietary lease, to indemnify the Corporation.

ARTICLE X

RECORDS AND FISCAL MANAGEMENT

Section 1. Fiscal Year

The fiscal year of the HDFC shall be the calendar year unless otherwise determined by resolution of the Board.

Section 2. Books and Accounts

Books and accounts of the HDFC shall be kept under the direction of the Treasurer and in accordance with generally accepted accounting procedures.

Section 3. Auditing and Annual Reports

At the close of each fiscal year, the HDFC will furnish the Shareholders with an annual Financial Statement, including the income and disbursements of the HDFC, which statement, if appropriate or required, shall be audited by a certified public accountant or such other person approved by the Board.

Section 4. Fidelity Bonds

The Board may require that all officers and employees of the HDFC who handle or are responsible for corporate or trust funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the HDFC.

Section 5. Place of Keeping Books and Minutes

The HDFC shall keep its books and records of account and minutes of the meetings of its

Shareholders and Board at its principal office in the State of New York, or at such a location as designated by the Board. Minutes may be in written form or in any other form which can be converted into written form within a reasonable time.

Section 6. Examination of Books

The books, records, documents and accounts of the HDFC shall be open to inspection by Shareholders, at reasonable times, at the office of the HDFC. Minutes of meetings of the Board and files and records of ongoing matters shall not be open to inspection unless expressly authorized by the Board.

Section 7. Deposit of Funds

All funds of the HDFC which are not otherwise spent or invested shall be deposited in such banks or trust companies or similar depositories as the Board may determine from time to time.

Section 8. Safe Deposit Boxes

The Board shall from time to time, name an officer or officers who shall have access to any safe of the HDFC in the vault of any safe deposit company.

Section 9. Authorized Signatures

With the prior authorization of the Board, all securities, drafts, orders for payment of money, negotiable instruments, notes and contracts, including Proprietary Leases, shall be signed

on behalf of the HDFC by two officers, including the President, the Vice President, the Secretary and the Treasurer. Board authorization may be general or confined to specific instances. All checks shall be signed on behalf of the HDFC by two officers. All deeds shall be signed on behalf of the HDFC by either the President or Vice President.

Section 10. Corporate Seal

The seal of the HDFC shall be circular in form and have inscribed thereon the name of the HDFC, the year of its organization and the word "Corporate Seal" and "New York". The seal shall be kept by the Secretary.

ARTICLE XI

AMENDMENT AND REPEAL OF BY-LAWS

Unless otherwise provided in the Certificate of Incorporation, these By-Laws may be adopted, amended or repealed by a vote of two-thirds of the Shareholders eligible to vote at any meeting of the Shareholders, provided that the proposed amendment or the substance thereof shall have been inserted in the notice of meeting or that all the Shareholders eligible to vote are present in person or by proxy.

ARTICLE XII

INTERPRETATION OF BY-LAWS

The decision of the Board shall be conclusive on all questions of the meaning of these By-Laws

except as otherwise expressly provided in the Certificate of Incorporation or the Proprietary Lease.