—BYLAWS—

ARTICLE I. NAME AND LOCATION OF COOPERATIVE

Section 1. The name of this Cooperative is Cottage Village Cooperative, an Oregon Cooperative, hereinafter referred to as CVC or the Cooperative. Its principal office is located at 15 N. Polk Street, Eugene, Oregon, 97402.

ARTICLE II. MISSION

Section 1. Mission The mission of CVC is to provide an accessible and sustainable housing option for people with low-incomes within a stable community setting that:

values and encourages community, creativity, diversity, civility, cooperation, and accountability among its members and its neighbors;

provides a safe haven and shelter at night against the elements;

assesses carrying charges (rent) at levels affordable to people earning very low-incomes, where “affordable” means housing costs do not exceed 30% of 50% of the area median income;

provides opportunity for its members to learn skills such as consensus decision making, conflict resolution, home repair, and gardening; and

promotes cooperative and affordable housing in the community at large for people with no other adequate housing options available..

ARTICLE III. MEMBERSHIP

Section 1. Eligibility. Any person age 18 years or older approved by the Board of Directors shall be eligible to become a member, provided that she or he a) pays the subscription fee (provided that, in the case of a shared membership, only one membership fee is payable per dwelling unit) and b) executes any formal agreements required by the cooperative. All persons in the family or household of the applicant must be included in the application for membership. After an applicant is approved for membership, s/he must promptly inform the Board of Directors of any subsequent

change in the makeup of her/his family or household (occupants in the member's dwelling unit).

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. Subscription Funds. When applicable, all subscription fee funds (except funds required for credit reports) received from applicants shall be deposited promptly without deduction in a special account or accounts of the Cooperative on behalf of the Membership, which monies shall not be corporate funds but shall be held solely for the benefit of the Membership until transferred to the accounts of the Cooperative as hereinafter provided. Such special account or accounts shall be established with a financial institution whose deposits are insured by an agency of the Federal Government. Such account or accounts may be interest bearing, with the interest earned to be retained and owned by the Cooperative. Such funds shall be subject to withdrawal or transfer to the account of the Cooperative or disbursed in a manner directed by the Cooperative only upon certification by the president and treasurer of the Cooperative that:

> The Membership Agreement (described below) of a named applicant has been terminated pursuant to its terms and such withdrawal is required to repay the amount paid by her/him under such agreement; or The applicant has signed a Membership Agreement, has been approved by the Board of Directors, and has paid the initial subscription price in accordance with the Membership Agreement. If these requirements have been met, the entire amount of the funds in the subscription account may be transferred to the Cooperative, at which time the Cooperative shall issue and deliver membership certificates to the new member.

Section 4. Members. The members shall consist of all adult subscribers who have been approved for membership by the Board of Directors, who have paid their initial membership fee and who have signed a Membership Agreement. The authorized membership of the cooperative shall consist of regular memberships. There shall be one membership per each occupied dwelling unit (family or household) in the Cooperative. The membership may be jointly owned by the occupants of the household or family. Each adult in the household at the time of application approval shall be considered regular members. If any child in a unit reaches 18 years of age and will remain an occupant, then he or she must sign the membership agreement within one month of his or her birthday. All occupants must be approved by the Board of Directors

according to reasonable criteria to be established by the Board of Directors. All of the approved occupants of a member's dwelling unit (family or household) shall be entitled to use the facilities of the Cooperative and shall be required to comply with the Articles of Incorporation, these Bylaws, the Proprietary Lease, the Membership Agreement and the rules and regulations of the Cooperative.

Section 5. Membership Agreement. Each Membership Agreement shall state that the cooperative is organized under the laws of the state of Oregon, the name of the registered owner or owners of the membership represented thereby, the Cooperative lien rights as against such membership as set forth in this article and the preferences and restrictions applicable thereto, any restrictions of the transfer of membership, and shall be in such form as shall be approved by the Board of Directors.

Section 6. Lien. The Cooperative shall have a lien on each membership and Proprietary Lease 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 Proprietary Leases or Membership Agreements. The liabilities and obligations of members who jointly own a membership are joint and several.

Section 7. Transfer of Membership. Except as provided herein, membership shall not be transferable, and, even when a transfer is allowed under these Bylaws, no transfer of membership shall be made upon the books of the Cooperative in ten days preceding the next annual meeting of members. Jointly owned memberships are automatically owned with rights of survivorship. One joint owner may transfer the membership to the other joint ownership in extraordinary circumstances if approved in advance by the Board of Directors and the transferring member waives all membership and occupancy rights.

> **A. Death of Member.** If, upon death of a member, her/his membership in the Cooperative passes by will, interstate distribution or otherwise to an adult member of her/his immediate family or household who occupied the cooperative unit with the deceased member, such heir or devisee or transferee may, by assuming in writing the terms of the Membership Agreement and the Proprietary Lease within sixty days after the member's death and by paying all amounts due thereunder, become a member of the Cooperative with the approval of the Board of Directors. If a member dies and an obligation is not assumed in accordance with the foregoing, then the Cooperative will purchase the membership from the deceased member's estate in the manner provided in paragraph (D) this section, written notice of

the death being equivalent to notice of intention to leave (terminate).

B. Obligation of Cooperative to Purchase. If the member desires to leave the Cooperative, s/he shall notify the Cooperative in writing of such intention at least thirty (30) days in advance, and the member shall vacate the premises at the end of the notice period. The Cooperative shall purchase the membership once the member vacates the member's dwelling unit, at an amount to be determined by the Cooperative as representing the transfer value thereof. The purchase by the Cooperative of the membership will terminate the member's rights.

C. Transfer Value. Whenever the Board of Directors purchases a membership, the term "transfer value" shall mean the sum of the following:

The consideration (membership fee) paid for the membership by the occupant of the unit involved as shown on the books of the Cooperative (i.e., the amount of the membership at the time the member was admitted, less the amount of the membership fee remaining unpaid); less any amounts due by the member to the Cooperative under the Proprietary Lease and under the Membership Agreement; and less the cost or estimated costs of all repairs and deferred maintenance for which the member is responsible, not including ordinary wear and tear.

D. Release from Proprietary Lease and Accounting to Retiring Member. When the membership has been sold to the Cooperative and the member has vacated the member's dwelling unit, the retiring member shall be released from her/his obligations under the Proprietary Lease, providing s/he has paid all amounts due the Cooperative under the Proprietary Lease and these Bylaws. The Cooperative shall provide the member with a written accounting setting forth the amount of the transfer value, including any deductions for any amounts owed by the member to the Cooperative, and the basis for such amounts. The accounting shall be given to the member at the time of the sale to the Cooperative or, if the sale is not to the Cooperative. The accounting shall be final and binding on the Cooperative and the member, absent fraud or gross negligence.

Section 8. Cooperative Equity. In the event actual equity (market value less encumbrances) of the Cooperative exceeds the sum of each member's equity, that amount (hereinafter referred to as "Cooperative Equity") may be used as herein set forth. By a vote of two-thirds of the entire membership of record, the Cooperative Equity

may be used for the following purposes only: 1) for the benefit of the Cooperative; 2) to expand the Cooperative; or 3) for charitable purposes related to affordable housing needs in the community. Under no circumstances may the Cooperative Equity be assigned to or become a component of member equity.

Section 9. Termination of Membership for Good Cause. If the Cooperative has terminated the rights of a member under the Proprietary Lease and the member is the sole owner of the membership, the Cooperative shall repurchase said membership at the transfer value within 30 days after the member has vacated the former member's dwelling unit. The retiring member shall receive the transfer value less costs and expenses, including reasonable attorney fees, incurred by the Cooperative in connection with the default of such member, including for retaking possession of the member's dwelling unit and repairing damage to the member's dwelling unit. If the Cooperative has terminated the rights of a member under the Proprietary Lease and the member jointly owned a membership, then the member's right, title and interest to the membership automatically transfers to the remaining members and the Cooperative has no obligation to repurchase the retiring member's share of the membership.

Section 10. Accounting. If required to buy a membership interest under these Bylaws, the Cooperative shall give a former member a written accounting of the transfer value and any deductions, along with the payment of the transfer value. If the former member cannot be found, the accounting and payment shall be mailed to the former member's address at the Cooperative. If the accounting and payment are returned to the Cooperative, the Cooperative shall hold the accounting and payment, which shall be transferred to the State of Oregon's unclaimed property division unless claimed by the former member or his/her personal representative before the time required by law for the transfer.

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 Cooperative or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The Cooperative shall hold annual meetings of the membership. The initial annual membership meeting shall be held October 1, 2021. Thereafter, the annual membership meetings of the Cooperative shall be each year in October, starting in October 2021, with the exact date to be determined by the Board of

Directors. At such meetings there shall be elected by ballot of the members of the Board of Directors in accordance with the requirements of Section 3 Article V of these Bylaws. The members may also transact such other business of the Cooperative as may properly come before them.

Section 3. Special Meetings. A special meeting may be called by a) the President, or b) three officers other than the President, or c) after the initial membership meeting has been held, upon a petition signed by 20% of the regular members, stating the business to be brought before the meeting, and 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.

Section 4. Notice of Meetings. It shall be the duty of an Officer of CVC to post in designated areas, no less than 72 hours in advance, a notice of each annual or special meeting, stating the purpose thereof as well as the time, date and place it is to be held. Service of a meeting will also be accomplished (a) by the delivery of any such notice to the member at her/his dwelling unit, or (b) by electronic means, including e-mail or social media, if the Board of Directors creates procedures for notice by electronic means and the member has consented to electronic notice. Notice by any such method shall be considered as notice served. Notices of director meetings may be combined with notices of member meetings.

Section 5. Quorum. The presence of at least 51% of the members of record of the Cooperative shall be requisite for, and shall constitute a quorum for, the transaction of business at all regular, special, and annual meetings. If the number of members at a meeting drops below the quorum no business may thereafter be transacted.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called, at which subsequent meeting the quorum requirements shall be 40%. Absent members shall be given written or verbal notice of the subsequent meeting by delivery to the absent members' dwelling unit at least 24 hours prior to the subsequent meeting.

Section 7. Voting. There shall be one vote per adult per dwelling unit. At every meeting of the regular members, each member present shall have the right to cast one full vote on each question, and a question brought before such a meeting will be decided by

consensus minus one. If two attempts to reach consensus minus one have failed in two meetings, the question may then be decided by a two-thirds (2/3) vote at the second meeting. In cases of urgent need (i.e. external events or deadlines, health and safety issues, or other emergency), as determined by ¾ of the members present agreeing that it is necessary, the decision may be made by a two thirds (2/3) vote at the first meeting. All questions shall be decided by the above system except the following: (1) if the question is one upon which, by express provisions of Statute or the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control; or (2) if the vote is for the termination of a membership, for an act to be taken against a member, or for an arrangement that would financially benefit a member or members in a way that is not equally shared by all members; then then no member associated with that membership may vote, although the conflicted member or members have the right to be present and to be heard except in executive session, when they may be excluded from attendance.

Section 8. Proxies. Members may not vote by proxy.

Section 9. Order of Business. The order of business at all annual meetings of the regular members snail be as follows: i) check in and determination of quorum; ii) agenda review; iii) approval of minutes of preceding meeting, if applicable; iv) reports of officers; v) reports of committees; vi) unfinished business; vii) new business; viii) adjournment.

In the case of the special meetings, the items (i) (ii) and (viii) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of meeting.

ARTICLE V. BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the cooperative shall be governed by a Board of Directors. Initially, the Board of Directors shall be composed of those directors appointed by the incorporator. At the initial annual membership meeting, or such early date set by the initial Board of Directors, the term for initial directors will automatically expire, and the Board of Directors will be composed of all adult members of CVC, all of whom shall be regular members of the Cooperative. Except for any ex-officio directors, the number of directors may be changed by a decision of the Board of Directors, but there shall be at least five directors (not including the ex-officio directors).

Section 2. Powers of the Board. The Board of Directors shall govern the activities, financial affairs, and property of CVC, and to do so it may exercise all corporate powers available under these Bylaws, Articles of Incorporation, and the laws of Oregon. The powers of the Board of Directors shall include but not be limited to the following:

to accept or reject applications for membership and admission to occupancy for a dwelling unit in the Cooperative housing project; establish the rent and monthly carrying charges as provided for in the Proprietary Lease, based on an operating budget formally adopted by such Board; provided that, the rent and monthly carrying charges for the Proprietary Leases may not be more than (a) the amount necessary to meet the Cooperatives budgeted needs, including adequate contingency and capital reserves; or (b) the amount that is affordable to people earning very low-incomes (50% of the area median income), where affordable means housing costs do not exceed 30% of 50% of the area median income; whichever is less; to engage agents or employees for CVC under such terms as the Board may determine; to terminate membership and occupancy rights for good cause or for no cause if during the 90 day new member period; and to promulgate rules and regulations pertaining to use and occupancy of the premises as may be deemed proper and which are consistent with these Bylaws, the Articles of Incorporation, the Proprietary Lease, and any other formal documents, and which may include reasonable fines for failure to comply with such rules and regulations.

Section 3a. Election of Officers. If less than all members are on the Board of Directors, then each new member of the Board of Directors shall be elected by the members at the annual meeting. There is no limit to the number of terms, successive or otherwise, a director may serve.

Section 3b. Terms of Officers. Officers shall serve one-year terms. There is no limit to the number of terms, successive or otherwise, an officer may serve.

Section 4. Vacancies. Any vacancy among the officers shall be filled by a vote of the board of directors, and each person so elected shall be an officer until a successor is elected by the members at the next annual or special meeting duly called and shall serve out the unexpired portion of the term.

Section 5. Removal of Officers. At any regular or special meeting duly called for the purpose, any officer may be removed by the affirmative vote of the majority of the members voting provided that such a majority vote would constitute at least 51% of the entire regular membership of record; a successor may then and there be elected to fill the vacancy thus created. Any officer whose removal has been proposed by the

members shall be given written notice specifying with detail the causes for removal and an opportunity to be heard at the meeting. The written statement of reason for removal shall be filed with the minutes of the meeting.

Section 6. Compensation. No compensation shall be paid to directors/officers who are members of CVC for their services as directors/officers, except that authorized expenses incurred while conducting CVC business may be reimbursed. No remuneration shall be paid to a director/officer for services performed by her/him for the Cooperative in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors present at a meeting before the services are undertaken.

Section 7. Contracts with Directors. No directors of the Cooperative shall be interested, directly or indirectly, in any contract or transaction relating to the operations conducted by it, nor in any contract furnishing services or supplies to it, unless (a) such contract shall be authorized by an absolute majority of directors present and voting at a meeting at which the presence of such director is not necessary to constitute a quorum and the vote of such director is not necessary for such authorization, and (b) the fact and nature of such interest shall have been fully disclosed to the members of the Board of Directors present at the meeting at which such contract is so authorized.

Section 8. Regular and Special Meetings. If the time and place of a board meeting is announced as part of a regularly scheduled series of meetings set and announced in advance by the Board of Directors, the meeting is a regular meeting. All other meetings are special meetings.

Section 9. Notice of Meetings. It shall be the duty of an Officer of CVC to post in designated areas, no less than 72 hours in advance, a notice of each annual or special meeting, stating the purpose thereof as well as the time, date and place it is to be held. Service of a meeting will also be accomplished (a) by the delivery of any such notice to the director at her/his dwelling unit, or (b) by electronic means, including e-mail or social media, if the Board of Directors creates procedures for notice by electronic means and the member has consented to electronic notice. Notice by any such method shall be considered as notice served. Notices of director meetings may be combined with notices of member meetings.

Section 10. Quorum. At all meetings of the Board of Directors, the presence of at least 51% of the directors shall be requisite for the transaction of business. If a quorum is not present, then directors present may adjourn the meeting to a later time without further

notice. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

Section 11. Voting. There shall be one vote per director. At every meeting of the Board of Directors, a question brought before such a meeting will be decided by consensus minus one. If two attempts to reach consensus minus one have failed at two meetings, the question may then be decided by a two-thirds (2/3) vote at the second meeting. In cases of urgent need (i.e. external events or deadlines, health and safety issues, or other emergency), as determined by 3⁄4 of the Board of Directors present agreeing that it is necessary, the decision may be made by a two thirds (2/3) vote at the first meeting. All questions shall be decided by the above system except the following: (1) if the question is one upon which, by express provisions of Statute or the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control; or (2) if the vote is for the termination of a membership, for an act to be taken against a member, or for an arrangement that would financially benefit a member or members in a way that is not equally shared by all members; then then no director associated with that membership may vote, but the conflicted director or directors retain the right to be present and to be heard except in executive session, when they may be excluded from attendance.

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

Section 13. Authority of Directors. No director may act on behalf of the corporation without specific authorization by the Board to do so.

ARTICLE VI. OFFICERS, CHAIRPERSON, AND STAFF

Section 1. Designation. The principal officers of the Cooperative shall be a president, a vice-president, a secretary, and a treasurer. All of the officers shall be members; except that the treasurer may be, but not is not required to be, a member. The Directors may appoint such other officers as in their judgment may be necessary. The offices of treasurer and secretary may be filled by the same person.

Section 2. Election of Officers. The officers of Cooperative shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board. The term of

office shall be one year. An officer may be removed from office by a majority vote of all the directors, with or without cause. Her/his successor may be elected at any regular or special meeting of the Board.

Section 3. Board Powers. The Board of Directors shall always have the power to amend or alter the duties of the officers of CVC. A record of these amendments should be found in the officer section of the Member Handbook.

Section 4. President. The President will facilitate and preside at the meetings of the membership and the Board of Directors, or appoint another Director to facilitate and preside. Unless committee members are otherwise specified by the Board of Directors the Facilitator will appoint committee members from among the membership from time to time as s/he may in her/his discretion decide is appropriate to assist in the conduct of affairs of the Cooperative.

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

Section 6. Secretary. The secretary shall keep minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Cooperative; and s/he shall, in general, perform all duties authorized by the Board of Directors.

Section 7. Treasurer. The treasurer shall perform or oversee the performance of the following duties: a) Have charge of, custody of, and be responsible for all funds and securities of the corporation; b) Receive and give receipts for money due and payable to the corporation; c) Deposit all such money in the name of the corporation in such banks or other depositories as shall be selected in accordance with these bylaws; d) Oversee or conduct all financial transactions of the corporation; e) Prepare or assist in the preparation of the required state and federal reports and tax returns with regard to income and disbursements and activities of the corporation; and f) Perform or oversee all the duties incident to the office of treasurer and such other duties as may be assigned by the Board of Directors from time to time. All checks of CVC over $250 shall require the signature of the Treasurer as well as one other officer of CVC.

Section 8. Committee Co-coordinator. Each committee shall have a committee

coordinator elected by the Board, and each committee shall determine a second coordinator. The co-coordinators of each committee shall schedule meetings, notify members of meetings, prepare reports to the Board on any recommended action that the Board needs to take, report to the Board on committee member performance, and recommend whether new members need to be appointed to the committees.

ARTICLE VII. COMMITTEES

Section 1. Powers. The Board of Directors shall specify the powers and mission of each Board Committee by written resolution at the time the committee is created or thereafter. Each committee shall have and exercise the authority equivalent to the Board of Directors in the management of the corporation to the extent specified in the written resolution creating the committee, in the Articles of Incorporation, and in the bylaws of this cooperative. However, such committees may not a) Have the authority to amend or alter the Articles of Incorporation or bylaws; b) Elect, appoint or remove any director from a committee or from the Board of Directors; c) Authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; d) Authorize the voluntary dissolution of the corporation or revoke, proceedings therefore; or e) Amend, alter or repeal any resolution of the Board of Directors which by its terms provide that it shall not be amended, altered or repealed by such committee, f) No committee may authorize the payment of a dividend or any part of the income or profit of the corporation to its directors or officers; g) no committee may approve dissolution, merger, or sale, pledge, or transfer of all or substantially all of the corporation's assets; h) Nor may elect, appoint, or remove directors or fill vacancies on the board; i) Nor may adopt, amend, or repeal the Articles, bylaws, or any resolution of the Board of Directors.

Section 2. Membership Committee. The Board of Directors shall establish a membership committee, which shall make recommendations to the Board on the eligibility of new members and which shall also serve as a grievance committee for any grievances by members regarding the Cooperative. The membership committee shall be made up of members as well as directors, who shall serve for as long as the Board shall determine.

Section 3. Administrative Committee. The Board of Directors shall establish an administrative committee and shall adopt a job description for the committee. The management committee shall be made up of members as well as directors, who shall serve for as long as the Board shall determine.

Section 4. House & Grounds Committee. The Board of Directors shall establish a house & grounds committee and shall adopt a job description for the committee. The house & grounds committee shall be made up of members as well as directors, who shall serve for as long as the Board shall determine.

Section 5. Other Committees. The Board of Directors from time to time may establish such other committees as it determines necessary.

Section 6. Oversight of Committees. The Board of Directors shall always have the power to amend, alter, or repeal the decisions of its committees, subject to limitations on the unilateral amending of contracts, interference with third party rights, and other legal limitations.

ARTICLE VIII. INDEMNITY

The Cooperative shall indemnify its directors and officers act in their official capacities to the fullest extent allowed by law. Provided that, if a director or officers is alleged to have (a) breached the director's duty of loyalty to the cooperative, its members or its shareholders; (b) committed acts or omissions that are not in good faith or that involve intentional misconduct or a knowing violation of law; or (c) engaged in any transaction from which the director derived an improper personal benefit; then the Board of Directors may decide not to advance funds for the directors or officers defense and instead to reimburse the director or officer if they are determined to be entitled to reimbursement as a result of the proceeding or other proceeding to the determine the matter.

ARTICLE IX. DISSOLUTION

Section 1. Members shall not benefit financially from dissolution of the Cooperative. Upon dissolution, after payment or provision for all debts, liabilities and obligations, the assets of the Cooperative will be liquidated and donated to a tax-exempt charity seeking to provide affordable housing or to assist with the creation of affordable housing, the State of Oregon, a local government of the State of Oregon, or a housing authority.

Section 2. Dissolution of the Cooperative shall require a unanimous vote of the entire regular membership of record at any regular or special meeting, or an 80% vote of the entire regular membership of record at two successive meetings.

ARTICLE X. AMENDMENTS

Section 1. Subject to Section 2 and 3 below, the Articles of Incorporation or these Bylaws may be amended by two-third (2/3) vote of the entire regular membership. Amendments may be proposed by the Board of Directors or by petition signed by at least 20% of the members. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

Section 2. A unanimous vote of all members of the entire regular membership of record shall be necessary before an amendment to or that would affect Article III, Section 8, of these Bylaws (Transfer of Membership) shall become effective.

Section 3. Notwithstanding anything to the contrary in these Bylaws, there shall be no amendments, alterations or additions to Article III, Section 9 (equity), Article VIII (dissolution) or to this Articles X, Section 3, of these Bylaws, or any provision of the Articles of Incorporation that would affect those provisions.