

**BY-LAWS  
OF  
HAMLIN MEADOWS CONDOMINIUM A**

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BY-LAWS  
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ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1.01 Definitions. Capitalized terms not defined in these By-Laws shall have the meanings set forth for such terms in the Declaration.

“Board of Managers” shall mean and refer to that body of individuals elected or appointed pursuant to these By-Laws to administer the operation and maintenance of the Condominium.

“Building” shall mean and refer to the dwelling structures described on Schedule C of the Declaration and as more particularly described in Article III of the Declaration.

“Condominium” shall mean and refer to Hamlin Meadows Condominium A.

“Consent of Eligible Mortgage Holders” shall mean and refer to actual written consent received from the Eligible Mortgage Holder or the failure of the Eligible Mortgage Holder to object in writing to the giving of such consent within 30 days after receipt of the request for such consent.

“Declaration” shall mean and refer the Conveyances and Condominium Declaration Establishing Hamlin Meadows Condominium A recorded in the Monroe County Clerk’s Office and pursuant to which the Property is subjected to the provisions of Article 9-B of the Real Property Law of the State of New York.

“Eligible Mortgage Holder” shall mean and refer to the holder of a first mortgage on a Unit who has requested the Board of Managers to notify them on any proposed action or any proposed modification, alternation, amendment or addition to the legal documents of the Condominium which requires the consent of mortgagees or Eligible Mortgage Holders.

“Garage” shall mean and refer to that attached portion of a Unit designated in the Declaration which may be used to park a motor vehicle or for storage.

“Living Unit” shall mean and refer to all or a portion of a Unit, which is designated in this Declaration and intended for separate occupancy and use as a residence and includes an attached garage. A Unit that is a multi-family duplex structure will consist of two Living Units and a Unit that is a single family detached “patio style” structure will consist of one Living Unit.

“Owner” or “Unit Owner” shall mean and refer to the record owner of a Unit in the Condominium.

"Property" shall mean and refer to the land and all improvements thereon (including the Buildings, the Units and the Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

"Recording Office" shall mean and refer to the Monroe County Clerk's Office.

"Rules and Regulations" shall mean and refer to those guidelines relating to the use of the Property as may be adopted and amended from time to time by the Board of Managers.

"Unit" shall mean and refer to a Building, which will include one or two separate Living Units; a Unit that is a multi-family duplex structure will consist of two Living Units and a Unit that is a single family detached "patio style" structure will consist of one Living Unit. A Unit shall also include Sponsor's exclusive right to construct Buildings on certain restricted Common Elements as set forth in Section 5.06 of the Declaration.

Section 1.02 Ownership. The land described in Schedule B of the Declaration recorded or to be recorded in the Recording Office and the appurtenances thereof, including the Buildings and other improvements constructed on said land (hereinafter collectively called the "Property"), has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration and shall be known as the "Hamlin Meadows Condominium A".

Section 1.03 Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property as described in the Declaration and to the use and occupancy thereof.

Section 1.04 Personal Application. All present and future Unit Owners and mortgagees, lessees, and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit or Living Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

## ARTICLE II

### UNIT OWNERS-VOTING RIGHT AND MEETINGS

Section 2.01 Voting. For all voting purposes except for amendment to these By-Laws as provided below, each Unit Owner (including the Board of Managers if the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote at all meetings of Unit Owners for each Unit owned by such Unit Owner, but the Board of Managers shall not cast any of its votes (for a Unit it may own) for the election of any member to

the Board of Managers. If a Unit is owned by more than one person, as joint tenants, tenants by the entirety or as tenants in common, the persons owning such Unit shall reach agreement as to the matter voted upon and cast their one vote for their Unit. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. If a Unit is occupied by someone with a life estate in such Unit, such life estate tenant shall be entitled to exercise the vote with respect to such Unit if the Board of Managers has been notified in writing by the Owner of the Unit that such life estate tenant may exercise such right to vote.

Section 2.02 Right to Vote. At any meeting of the Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 2.03 Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 2.04 First Meeting and Annual Meetings; First Election of Board of Managers. The Sponsor will have control of the Board of Managers and shall appoint all members of the Board of Managers, which shall consist of two (2) members, for five (5) years from the date of the recording of the Declaration or until the transfer of title to 50% of the Units (other than to the Sponsor), whichever shall first occur. After the transfer of title to 50% of the Units or the termination of said five (5) year period, the Sponsor shall notify all Unit Owners that the first meeting of Unit Owners shall be held within 30 days thereafter. At such meeting all Unit Owners, including the Sponsor, shall elect a new Board of Managers which shall consist of three (3) members. Annual meetings of the Unit Owners shall be held on the anniversary of such meeting of the Unit Owners as provided herein or on such other date and at such time convenient to the Unit Owners as shall be designated by the Board of Managers. At such meetings the Board of Managers shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.04 of these By-Laws. Notwithstanding any contrary provision of these By-Laws, the Declaration, at said first election, and at each election thereafter, so long as the Sponsor of the Condominium shall continue to own Units having: (i) 30% or more interest in the Common Elements, the Sponsor shall have the right to appoint two (2) of the three (3) members of the Board of Managers; (ii) less than 30% of the Common Elements the Sponsor shall have the right to appoint one (1) of the three (3) members of the Board of Managers. When the Sponsor no longer owns Units having a 10% or more of the common interest, it shall have no further right to solely appoint any members of the Board of Managers. Members of the Board of Managers appointed by the Sponsor shall serve for a term of one year. All other members of the Board of Managers shall serve for terms as set forth in Section 3.04 below. The Unit Owners may transact such other business at such meeting as may properly come before them.

Section 2.05 Place of Meetings. Meetings of the Unit Owners shall be held at a suitable place convenient to the Unit Owners as may be designated by the Board of Managers, within Monroe County.

Section 2.06 Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by two (2) Board Members or upon a petition signed and presented to the Secretary by Owners of not less than 25% in number of the Unit

Owners. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.07 Notice of Meetings. It shall be the duty of the Secretary to e-mail or mail by first-class postage a notice of each annual or special meeting of the Unit Owners at least 10 but not more than 30 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the residence address of the Unit Owners or e-mail address, as shown on the records of the Condominium or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary, and to all mortgagees of Units who have requested the same. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 2.08 Waiver and Consent. Whenever the vote of the Unit Owners at a meeting is required or permitted by any provision of the Declaration, statutes or of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 2.09 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners having one-half (1/2) of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, and from time to time thereafter, until a quorum shall be present or represented. The quorum required for each reconvened meeting shall be one-half (1/2) of the quorum required for the previous meeting provided, however, that the quorum in no event shall be less than 10% of the total authorized votes of all Unit Owners.

Section 2.10 Majority Vote. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required. The term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 2.01 of these By-Laws.

Section 2.11 Inspectors of Election. The Board of Managers in advance of any meeting of Unit Owners, may appoint two (2) or more persons, who need not be Unit Owners, to act as inspectors of election at such meeting or any adjournment thereof. If inspectors of election are not so appointed prior to the meeting, the person presiding at such meeting may, and on the request of any Unit Owner entitled to vote thereat shall, appoint two (2) or more inspectors of election. In case any person appointed fails to appear or act, the vacancy may be filled in advance of the meeting by the Board of Managers or at the meeting by the person presiding thereat.



The inspectors of election shall: (i) determine the Unit Owners entitled to vote at the meeting; (ii) determine the existence of a quorum and the validity and effect of proxies; (iii) receive ballots or determine votes or consents; (iv) hear and determine any challenges or questions arising in connection with any Unit Owner's right to vote; (v) count and tabulate all votes, ballots or consents and determine the result thereof; and (vi) do such other acts as may be proper to conduct an election or vote with fairness to all Unit Owners.

**Section 2.12 Order of Business at Meetings.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Reports of committees.
- (g) Election of Inspectors of Election (when so required).
- (h) Election of members of the Board of Managers (when so required).
- (i) Unfinished business.
- (j) New business.

### ARTICLE III

#### BOARD OF MANAGERS

**Section 3.01 Number and Qualification.** The affairs of the Condominium shall be governed by a Board of Managers. The initial Board of Managers shall consist of two (2) persons designated by the Sponsor at the time the Declaration is recorded. Within 30 days after the initial transfer of title to 50% of the Units (other than to the Sponsor) or five (5) years after the recording of the Declaration, whichever first occurs, the first annual meeting of Unit Owners shall be held pursuant to Section 2.04 of these By-Laws for the purpose of electing a new Board of Managers, which shall then consist of three (3) members. All members of the Board of Managers shall be Owners or spouses of Owners or mortgagees of Units or, in the case of partnership and limited liability company Owners or mortgagees, shall be members or employees of such partnership or limited liability company, or, in the case of corporate Owners or mortgagees, shall be officers, directors, shareholders, employees or agents of such corporations or, in the case of fiduciary Owners or mortgagees, shall be the fiduciaries or officers, agents or employees of such fiduciaries or, in the case of members of the Board of Managers designated by the Sponsor, such members shall be any designees of the Sponsor.

Section 3.02 Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

- (a) Determination and levying of annual assessments ("common charges") payable in monthly installments to cover the cost of common expenses required for the affairs of the Condominium, including without limitation, the operation and maintenance of the Property. The Board of Managers may increase the annual assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners pro rata according to their respective common interest.
- (b) Collection, use and expending the assessments collected to maintain, care for and preserve the Common Elements.
- (c) Operation, care, upkeep and maintenance of the Common Elements.
- (d) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board of Managers.
- (e) Obtaining and maintaining insurance for the Property, pursuant to the provisions of Article VII hereof.
- (f) Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (g) Selling, leasing, mortgaging, repairing, maintaining, voting the votes appurtenant to (other than the election of members of the Board of Managers), or otherwise dealing with Units acquired by, and subleasing Units leased by, the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (h) Suspend the right to the use of the Common Elements except for ingress and egress to the Unit Owner's home, during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Condominium. Such rights may also be suspended after a notice and Hearing for a period not to exceed 60 days for an infraction of published rules and regulations.
- (i) Bringing and defending actions against Unit Owner(s) which are pertinent to the operation of the Condominium, and bringing actions on behalf of Unit Owners as provided for in Section 339-dd of the Real Property Law or in the Condominium Declaration.
- (j) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however that: (i) the consent of at least 67% in number and in common interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the

provisions of these By-Laws, shall be required for the borrowing of any sum in excess of 5% of the amount of the then current annual budget of the Condominium; and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the Unit Owner.

(k) Adoption and amendment of reasonable rules and regulations covering the details of operation and use of the Property. Such rules and regulations and amendments shall be binding upon the Unit Owner when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit; any Unit Owner may make suggestions to the Board. Suggestions to consider changes to any of the Rules and Regulations of the Association must be submitted in writing and signed by 20% of the current Unit Owners' households. All proposed changes to the Rules and Regulations shall be communicated to all Unit Owners at least 10 days prior to the time the Board is to vote on such changes. A Special Meeting of the Unit Owners to discuss such changes to the Rules and Regulations in advance of the Board vote may be requested in writing to the Board and signed by 25% of the current Unit Owners households. A simple majority of the entire Board of Managers is required to approve such changes to the Rules and Regulations provided the quorum is met.

(l) Collection of delinquent assessments by suit or otherwise, abatement of nuisances and the enjoinder and/or seeking of damages from the Unit Owners for violations of the rules and regulations referred to herein.

(m) Employing and terminating the employment of employees and independent contractors, purchasing supplies and equipment, entering into contracts and generally having the powers of manager in connection with the matters hereinabove set forth.

(n) Establishing of reserves, if any, for the repair and replacement of the Common Elements. The amount of such reserves, if any, shall be as the Board of Managers deems to be appropriate, shall be adequate to fund the projected cost of such repairs and replacements and shall be sufficient to meet the reasonable requirements of existing or proposed lenders, holders and insurers of first mortgages on the Units.

(o) Complying with any change in New York law as it may affect the Condominium.

(p) Assigning, in its discretion, the use of mailboxes and, as it deems appropriate or necessary, the use of parking spaces.

(q) Granting, with or without consideration, easements, rights of way or licenses for utilities or other similar services (e.g., cable television) across the Common Elements, and for the placement of air conditioner compressors on the Common Elements.

(r) Reviewing and rendering decisions on the applications submitted pursuant to Article VII of the Declaration for proposed alterations of the Units or Common Elements.

(s) Add or remove individuals from having internet access to Condominium bank accounts. The Secretary shall notify the Bank, in writing, when individuals are either given access or when access is terminated.

(t) Cause a financial statement for the Condominium to be prepared by the Condominium's independent public accountant following the end of each fiscal year.

(u) Cause the Condominium to meet the requirements to be classified as housing intended and operated for occupancy by persons 55 years of age or older set forth in the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), as amended, 42 U.S.C. §§3601-3619, 3631, as may be amended from time to time (the "Fair Housing Act").

Section 3.03 Committees Acting on Behalf of Board of Managers. The Board may appoint such standing and ad hoc committees as deemed necessary to fulfill the responsibilities of the Association. Committee members may consist of members of the Board or voting members of the Association. Examples of such committees that the Board may appoint are:

- (a) Nominating Committee
- (b) Social Committee
- (c) By-Laws and Standards Committee
- (d) Lawn and Landscape Contracting Committee
- (e) Snow Plowing and Driveway Contracting Committee
- (f) Town and Village Legislative Committee

As committees are appointed, the duties, membership and leadership of each committee will be defined by the Board.

Section 3.04 Nomination, Election and Term of Office. Nominations for election to the Board of Managers may be made if so appointed by the Board of Managers, by a Nominating Committee which shall consist of two (2) or more Unit Owners. Members of the Nominating Committee shall serve only to make the nominations for members of the Board of Managers to be elected at that meeting and shall make as many nominations for election to the Board of Managers as it shall, in its sole discretion, determine but not less than the number of vacancies as are to be filled.

Except for members of the Board of Managers initially appointed by the Sponsor, who shall serve until the first annual meeting of the Unit Owners as provided in Section 2.04 of these Bylaws or until replaced by the Sponsor, whichever first occurs, at the first annual meeting of the Unit Owners, and at any annual meeting at which the number of members of the Board of Managers is increased, the term of office of a majority of members of the Board of Managers shall be fixed at two (2) years, and the term of office of a minority of members of the Board of Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Managers, a successor shall be elected to serve for a term of two (2) years, so as to effectuate "staggered terms. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the Unit Owners. Tie

votes shall be decided by a runoff election unless the parties tying agree to a drawing of lots. Voting shall be by secret ballot which shall:

- (a) set forth the number of vacancies to be filled.
- (b) set forth the names of those nominated by the Nominating Committee to fill such vacancies.

**Section 3.05 Removal of Members of the Board of Managers.** Subject to the limitations set forth below, at any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers elected by the Unit Owners may be removed with or without cause by a majority of the Unit Owners other than the Sponsor and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. Members of the Board of Managers elected or appointed by the Sponsor may be removed without cause only by the Sponsor, and thereafter replaced by the Sponsor. Members of the Board of Managers elected or appointed by the Sponsor may be removed for cause by the Unit Owners, but such member's successor shall be appointed by the Sponsor.

**Section 3.06 Resignation of Members of the Board of Managers.** A member of the Board of Managers may resign at any time by giving written notice to the Board of Managers, or to the President or Secretary of the Board of Managers. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board, President or Secretary as the case may be, and acceptance of the resignation shall not be necessary to make it effective.

**Section 3.07 Vacancies.** Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until the next annual meeting of the Unit Owners or until a successor is elected. Notwithstanding the above, if the vacancy occurs with respect to any member of the Board of Managers not designated by the Sponsor, the successor shall be a Unit Owner independent of the Sponsor. If the vacancy occurs with respect to any member of the initial Board of Managers as designated by the Sponsor, the Sponsor shall have the sole right to choose the successor to fill the unexpired portion of the term of such Manager.

**Section 3.08 Meetings.** Organizational, regular and special meetings of the Board of Managers shall be held as follows:

- (a) **Organizational Meeting.** The first meeting of each newly elected Board of Managers shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter at such date, time and place, as may be practicable.

(b) Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers personally, by mail or by e-mail, at least 10 days prior to the day set for such meeting.

(c) Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days notice to each member of the Board of Managers either personally or by mail or e-mail, which notice shall state the time, place and purpose of the meeting. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by such member of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.09 Quorum of Board of Managers. A majority of the entire Board shall be necessary to constitute a quorum for the transaction of business at each meeting of the Board. No motion shall pass with less than a majority of the entire Board in favor. Also, if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum shall attend.

Section 3.10 No Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 3.11 Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by a managing agent or manager, on behalf of the Condominium, shall provide that the members of the Board of Managers, or the managing agent or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total

liability thereunder as such Unit Owner's interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

**Section 3.12 Managing Agent and Manager.** The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize.

Any decision to discontinue such independent and professional management and establish self-management for those duties and services previously delegated to said managing agent and/or manager shall require (i) the prior written consent of 67% of all Unit Owners in number and in common interest voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Unit Owners at least 30 days in advance and shall set forth the purpose of said meeting and (ii) the Consent of Eligible Mortgage Holders of 51% or more of the Units subject to mortgages held by Eligible Mortgage Holders.

**Section 3.13 Personal Attendance by Conference Call.** Any one or more members of the Board or any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone call or video providing all members may hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

**Section 3.14 Action Without a Meeting.** Any action required or permitted to be taken by the Board or any committee thereof at a duly held meeting may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. Such resolution and the written consents thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

## ARTICLE IV

### OFFICERS

**Section 4.01 Designation.** The principal officers of the Condominium shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, and assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officer, must be a member of the Board of Managers.

**Section 4.02 Election and Appointment of Officers.** The elective officers of the Condominium shall be elected annually by the Board of Managers at the organizational meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers. Appointive officers shall be appointed at such time and shall hold their office for such terms as the Board of Managers shall determine from time to time.

**Section 4.03 Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause,

and a successor to such officer may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4.04 President. The President shall be the chief executive officer of the Condominium. The President shall be a member of the Board of Managers and preside at all meetings of the Unit Owners and of the Board of Managers. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 4.05 Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice-President by the Board of Managers or by the President.

Section 4.06 Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; shall record all votes and the minutes of all proceedings in a book to be kept for that purpose; shall have charge of such books and papers as the Board of Managers may direct; shall give or cause to be given, notice of all meetings of Unit Owners and all special meetings of the Board of Managers; and shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 4.07 Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 4.08 Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 4.09 Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.



## ARTICLE V

COMMON CHARGES AND ASSESSMENTS-  
DETERMINATION, PAYMENT AND COLLECTION

**Section 5.01 Determination of Common Charges.** The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the adopted budget to all Unit Owners at least 30 days prior to the beginning of the fiscal year. The Board of Managers shall send a copy of the budget as adopted and any supplement thereto to every Unit Owner and such Unit mortgagees as shall have requested the same. The Board of Managers shall determine the total amount required, including the operational items such as insurance, repairs, betterments, maintenance of the Common Elements and other operating expenses as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single equal sum against all Units, and prorated against each of said Units according to the respective Common Elements appurtenant to such Units, except that the Board of Managers may elect to specially allocate and apportion expenses, including but not limited to, maintenance, costs of water or other utility charges or insurance costs, among Unit Owners based on the special or exclusive availability or use or the exclusive control of Common Elements by a particular Unit Owner or Owners. Said common charges or assessments shall be payable monthly in advance unless the Board of Managers establishes other periods for payment. Special assessments, should such be required, shall be levied and paid in such manner as the Board of Managers shall determine for each such special assessment.

**Section 5.02 Collection of Common Charges and Assessments.** The liability of a Unit Owner for common charges is set forth in the Declaration. If a common charge or assessment or any installment thereof is not paid within 5 days after the due date, the Board of Managers may impose a late charge or charges on such amount or amounts as the Board of Managers deems reasonable not to exceed 10% of the amount of such overdue common charge or assessment or installment thereof, provided such late charges are equitably and uniformly applied.

If the common charge or assessment or installment thereof is not paid within 30 days after the due date: (i) the common charge or assessment shall bear interest from the due date at such rate as may be fixed by the Board of Managers from time to time, such rate not to exceed the maximum rate of interest then permitted by law; (ii) the Board of Managers may accelerate the remaining installments, if any, of such common charges or assessments upon notice thereof to the Unit Owners which notice shall afford the Unit Owner not less than 10 days to pay such installments of common charges; and (iii) the Board of Managers may bring legal action against the Unit Owner personally obligated to pay the same or foreclose the lien on such Unit pursuant to, and in the manner provided by New York State Law. (In the event the Sponsor controls the Board of Managers, a decision to bring legal action against the Sponsor for failure to pay common charges or other assessments on the Units owned by the Sponsor may be made by a majority of those Unit Owners other than the Sponsor.) If the common charge or assessment or installment thereof is not paid within 60 days after the due date, the Board of Managers, if it has not previously done so, shall furnish prompt written notice of such delinquency, if requested, to

any holder, insurer or guarantor of the mortgage on the Unit for which the payment of common charges or assessments is delinquent.

The cost of any such proceedings and other costs and expenses incurred in efforts to collect such past due common charges or assessments, including reasonable attorney's fees, shall be added to the amount of such common charge or assessment, accelerated installments, if any, late charges and interest. Any amounts collected on past due common charges or assessments shall be applied in the following order: attorney's fees, other costs of collection, interest, late charges, and then the common charges or assessments, beginning with the common charge or assessment past due for the longest period. If there is any surplus remaining from the proceeds of a foreclosure sale after payment of the indebtedness and all expenses of the sale, such surplus shall be paid to the Unit Owner.

Pursuant to Section 339-kk of the New York Real Property Law, rents on Units owned by the Sponsor or other non-occupying Owners, shall be directly payable to the Condominium if the Unit Owner is more than 30 days late in the payment of any common charge, other assessment or late fee. The obligation to pay the rent directly to the Condominium shall remain in effect until such time as the payments owing are on a current basis, *i.e.* no longer in arrears for 60 days or more. Then tenant will be notified by the Board of Managers that such payments are current within three (3) days after they become current. The Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the New York Real Property Law on Units in which the Sponsor is more than 30 days in arrears of common charges while it is in control of the Board of Managers.

Section 5.03 Rights and Obligations Regarding Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the Unit. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5.04 Statement of Common Charges. Upon the written request of a Unit Owner, lessee or mortgagee with respect to the Unit owned by such Owner, leased by such lessee or upon which such mortgagee holds a mortgage, or any prospective purchaser, lessee, mortgagee or title insurer of such Unit, the Board of Managers, or the managing agent, shall promptly furnish a certificate in writing setting forth with respect to such Unit as of the date of such certificate: (i) whether or not the common charges due have been paid; (ii) the amount of such common charges, including interest and costs, if any, due and payable; and (iii) whether any other amounts or charges are owing to the Condominium, *i.e.*, for a special assessment for the cost of extinguishing a violation of the Declaration or rules and regulations. A reasonable charge, as determined by the Board of Managers, may be made for the issuance of this certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Board of Managers and any bona fide purchaser or lessee of, or lender on, or title insurer of, the Unit with respect to which the request was made.

**Section 5.05 Adjustment of Common Charges and Special Assessments on Transfer.** Unless otherwise agreed upon between the parties to the transfer, upon the transfer of a Unit, common charges, and any special assessments which: (i) may be payable in installments; or (ii) are specifically applicable to a defined period of time which has not expired, shall be adjusted between the grantor and grantee, with the grantor being entitled to reimbursement from the grantee for the portion of any payment made by the grantor which is applicable to the remainder of the period in which the transfer occurred or to a subsequent period, and the grantee being entitled to a credit from the grantor for the portion of any unpaid payment assumed by the grantee which is applicable to the expired portion of the period in which the transfer occurred or to any prior period. Unless otherwise provided by the Board of Managers in the adoption: (i) a special assessment payable in installments shall be adjusted as if the installment payments apply to a period following the date due, the length of which shall be equal to the interim period between installment due dates; and (ii) a special assessment payable in a single installment shall be the sole responsibility of the Owner of the Unit on the date which such assessment is initially due.

**Section 5.06 Operating Account.** There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operation portion of all common charges and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units. The bank in which such funds are deposited shall send copies of all statements directly to the Board of Managers or persons designated by the Board of Managers.

**Section 5.07 Reserve Accounts.** Initially there will be no reserve account established for the Condominium for capital expenditures, as there are no major improvements on the common elements that the Board of Managers is obligated to maintain. The Board of Managers may in the future establish and maintain such a reserve account for the replacement of those common element improvements which the Board of Managers may become obligated to maintain or for such items as the Board of Managers deems necessary to carry out its purposes.

**Section 5.08 Other Accounts.** The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purposes.

## ARTICLE VI

### RECORDS AND AUDITS

**Section 6.01 Records and Audits.** The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, among other things, shall contain the amount of each assessment of common charges against such Unit, the dates when installments are due, the amounts paid thereon, and the balance remaining unpaid.

**Section 6.02 Annual Statement.** Within 120 days after the end of each fiscal year, a full and correct statement of the financial affairs of the Condominium, including a balance

sheet and a financial statement of operation for the preceding fiscal year prepared and signed by a public or certified public accountant to the effect that the financial statement presents fairly the financial position of the Condominium and the results of its operations in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding period except as specified therein, shall be distributed to all Unit Owners and to all mortgagees of Units who have requested the same. Taking into consideration the cost of an audit vs. a review, the complexity and volume of the Condominium's financial affairs, and such other factors the Board of Managers deems relevant, the Board of Managers shall determine each year whether such statement shall be in the form of an audit or review, except that: (i) an audit, at the expense of the Condominium shall be required if authorized in writing by at least two-thirds (2/3) of all Unit Owners or, if the Condominium is comprised of 50 or more Units, if the Holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Condominium submits a written request for such an audit to the Board of Managers; and (ii) any Unit Owner or mortgage holder shall be entitled to obtain an audited statement at such Unit Owner's or mortgagee's own expense.

Section 6.03 Availability of Records and Legal Documents. The Board of Managers shall make available for inspection upon reasonable notice and during normal business hours, to existing and prospective purchasers, tenants, mortgagees, mortgage insurers and mortgage guarantors, current copies of the Condominium's Declaration, By-Laws, rules and regulations, budget, schedule of assessments and any other books, records and financial statements of the Condominium. The Board of Managers may furnish copies of such documents to such parties and may charge a reasonable fee to cover the cost of furnishing such copies.

## ARTICLE VII

### INSURANCE AND CASUALTY DAMAGE

Section 7.01 Insurance to be Carried by the Board of Managers. The Board of Managers shall obtain and maintain, (and review at least once each year) with such deductible amounts as the Board of Managers shall deem appropriate: (i) liability insurance for occurrences on the Property; (ii) directors' and officers' liability insurance covering wrongful acts of officers of the Condominium and the Board of Managers; and (iv) workers' compensation insurance covering Condominium employees, if any, and those who perform work for the Condominium as follows:

(a) Liability. The liability insurance shall cover the Board of Managers and officers of the Condominium, the managing agent, if any, and all Unit Owners as their interests may appear, but not the liability of Unit Owners arising from occurrences within such Owner's Unit. The policy shall include the following endorsements: (i) commercial general liability including bodily injury, property damage and personal injury, (libel, slander, false arrest and invasion of privacy); (ii) medical payments; (iii) cross liability under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured; (iv) "severability of interest" precluding the insurer from denying coverage to a Unit Owner because of negligent acts of the Board of Managers or any other Unit Owner; (v) contractual liability; and (vi) host liquor liability coverage with respect to events sponsored by the Board of Managers.

Coverage may not be canceled or suspended (including cancellation for nonpayment of premium) or substantially modified without at least 30 days' prior written notice to the insureds (10 days for non-payment of premium), including all known mortgagees of Units as shown on the records of the Board of Managers. The Board of Managers shall review such coverage at least once each year.

(b) Directors' and Officers' Liability. Directors' and officers' liability insurance shall cover the "wrongful" acts of a member of the Board of Managers or officer of the Condominium. The policy shall be on a "claims made" basis so as to cover all prior officers and members of the Board of Managers, and any deductible provision shall apply only to each occurrence rather than to each item of damage. The policy shall provide for "participation" by the Condominium or by the members of the Board of Managers or officers of the Condominium only to the minimum extent permitted by law or applicable governmental regulations.

(c) Workers' Compensation. To the extent deemed reasonable and necessary by the Board of Managers, workers' compensation insurance shall be obtained. Such insurance shall cover any employees of the Condominium, as well as any other person performing work on behalf of the Condominium.

(d) Other Insurance. The Board of Managers may also obtain such other insurance as it shall deem necessary or desirable from time to time including "umbrella" catastrophe coverage, and hired and non-owned vehicle coverage.

Section 7.02 Loss Assessment. If the Condominium receives a summons and complaint where the demand made in the complaint exceeds the face value of the Condominium's insurance coverage, the Board will immediately notify all Unit Owners, in writing, of the potential liability for a Loss Assessment. A Loss Assessment is when the Condominium's insurance does not cover the full cost of a judgment against the Condominium. Each Condominium's Unit Owner can then make their own personal insurance carrier aware of the action against the Condominium.

Should a final judgment against the Condominium result in a Loss Assessment, the Board will send a letter to every Unit Owner stating the cause of the assessment and the Unit Owner's portion of the assessment. Unit Owners would then have the following options to satisfy their share of the assessment:

- (a) Unit Owners with a "Loss Assessment Endorsement" on their individual homeowners policy may contact their personal insurance carrier to cover their share of the assessment.
- (b) Unit Owners may choose to pay their share of the assessment in full by any method they choose.

the Condominium may take out a loan for those who cannot pay any other way and add it to the Unit Owner's monthly dues, with all the costs of the loan being borne only by those Unit Owners not paid in full.

Section 7.03 No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

Section 7.04 Deductible. With respect to property insurance, the deductible shall apply to each occurrence, not each item of damage. The Board of Managers may pay the portion for which an individual Unit Owner is responsible, and the amount so paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Unit involved, shall constitute a personal obligation of such Unit Owner, and shall be collectible in the same manner as common charges under Article X of the Declaration.

Section 7.05 Insurance Carried by Unit Owners. Each Unit Owner must obtain and maintain in force and effect a policy of fire and other casualty insurance, in an amount, and with such coverage, as is acceptable to the Unit Owner and any mortgagee, with coverage adequate to cover the full replacement cost of any repair or reconstruction work on the Buildings. An annual evaluation should be made by the Unit Owner to determine the adequacy of the insurance. The premium for this fire and casualty insurance shall be billed directly to the Owner.

In the event of damage or destruction by fire or other casualty insured against to such Unit Owner's Unit, the Unit Owner or its mortgagee shall receive the proceeds of such insurance and shall promptly make the repairs or replacements to such Unit. The Unit Owner shall, upon receipt of notification of the availability of insurance proceeds, repair or rebuild such damaged or destroyed portions of the exterior of the such Unit in a good workmanlike manner substantially the same as the original plans and specifications of said Unit.

Each Unit Owner has the right, at such Unit Owner's expense, to obtain insurance for such Unit Owner's benefit, including: (i) fire, casualty and theft coverage for such Unit Owner's personal property; and (ii) coverage for such Unit Owner's personal liability within such Unit Owner's Unit and such Unit Owner's interest in the Common Elements.

Section 7.06 Right of Mortgagees to Pay and be Reimbursed for Insurance and Property Taxes on Association Property. In the event the Board of Managers fail to obtain or maintain insurance as required under this Article, such insurance may be obtained by one or more mortgagees of Units, singly or jointly. Such mortgagee or mortgagees shall be owed immediate reimbursement from the Board of Managers for any amount expended for such insurance.

## ARTICLE VIII

### SELLING, MORTGAGING AND LEASING UNITS

Section 8.01 Selling and Leasing Units. No Unit Owner shall convey, mortgage, pledge, sell or lease such Owner's Unit or Living Unit unless and until all unpaid common

charges assessed against such Unit shall have been paid to the Board of Managers. However, such unpaid common charges can be paid, at the time of closing, out of the proceeds of the sale of a Unit or by the grantee. Further, a Unit Owner may convey such Owner's Unit and the common interest appurtenant thereto to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any common charges thereafter accruing against such Unit. A sale or lease of any Unit in violation of this Section shall be voidable at the election of the Board of Managers.

No lease of a Unit or Living Unit shall be for an initial term of less than thirty (30) days, except for leases for Units or Living Units owned by the Sponsor, which shall have no minimum term, and shall be in such format and on such lease form, if any, as supplied and approved from time to time by the Board of Managers. Any such lease shall provide for full compliance by the tenant with this Declaration and with the By-Laws and the Rules and Regulations. The Owner shall be responsible for violations by such Owner's tenant should a tenant be in violation thereof at any time, the Board of Managers may send the Owner of the Unit which said tenant occupies written notice of such violation by certified or registered mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant within fourteen (14) days after the Owner has received notice of such violation, or if the eviction proceedings are not reasonably diligently pursued thereafter, the Board of Managers may pursue any remedies which it may have under the Declaration or these By-Laws.

The imposition of any additional restrictions on the right of a Unit Owner to sell or otherwise transfer, lease or rent such Owner's Unit shall require the consent of the Owners of 67% or more of the Units, in number and in common interest, and the Consent of Eligible Mortgage Holders of 51% or more of the Units then subject to mortgages held by Eligible Mortgage Holders.

The above provisions of this Section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

**Section 8.02 Mortgaging of Units and Notice to Board of Managers.** Each Unit Owner shall have the right to mortgage such Owner's Unit without restriction. Either the Unit Owner who mortgages the Unit or the mortgagee shall notify the Board of Managers in writing of the name and address of the mortgagee. The Board of Managers shall maintain such information in a book entitled "Mortgagees of Units." No Unit Owner shall mortgage, pledge or hypothecate such Owner's Unit unless and until all unpaid common charges assessed against the Unit have been paid to the Board of Managers.

**Section 8.03 No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to such Owner's Unit without including therein the appurtenant Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant common interest of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other

disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant Common Elements of all Units.

Section 8.04 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer such Owner's Unit by gift or to devise the Unit by will, or to pass the Unit by intestacy, without restriction.

Section 8.05 Waiver of Right of Partition With Respect to Such Units as Are Acquired by the Board of Managers, or its Designee, on Behalf of All Unit Owners as Tenants in Common. In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Owners shall be deemed to have waived all rights of partition with respect to such Unit and if the Board should so elect, the Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to evict the purported tenant in the name of the said Unit Owner as the purported landlord.

## ARTICLE IX

### AMENDMENT

Section 9.01 Amendments to By-Laws. Except as hereinafter provided otherwise, these By-Laws may be modified, altered, amended or added to at any duly called meeting of Unit Owners provided that:

- (a) a notice of the meeting containing a full statement of the proposed modification, alteration, amendment or addition, and the canvass period, if any, for voting on the amendment, has been sent at least 30 and not more than 50 days prior to the date set for said meeting, to all Unit Owners and to all Eligible Mortgage Holders; and
- (b) owners of 67% or more of the Units, in number and in common interest approve the change; and
- (c) the consent of Eligible Mortgage Holders of 51% or more of the number of Residential Units subject to first mortgages held by Eligible Mortgage Holders; and
- (d) the change is set forth as an amendment to the Declaration duly recorded in the Recording Office.

Notwithstanding the above, the Board of Managers, for a period of five (5) years from the date of recording of the Declaration, may make amendments to these By-Laws consistent with the current provisions of the Condominium Act, the Declaration and these By-Laws to correct omissions or errors, which amendments shall not adversely modify substantial rights of any Unit Owner or Eligible Mortgage Holder without the written permission of such Unit Owner or Eligible Mortgage Holder. Such amendments need only be signed by a majority of the Board of Directors.



## ARTICLE X

## MISCELLANEOUS

Section 10.01 Notices. All notices hereunder shall be in writing and sent, unless otherwise specifically provided in the Declaration or in these By-Laws, by mail by depositing such notice in a post office or letter box in a postpaid sealed wrapper, addressed, if to go to the Board of Managers, at the office of the Board of Managers, and if to go to a Unit Owner or Unit Mortgagee, to the address of such Unit Owner or mortgagee at such address as appears on the books of the Condominium. Notwithstanding the above, all notices to Eligible Mortgage Holders shall be sent by certified or registered mail, return receipt requested, and if such notice includes a request for consent, shall include a statement that the failure to object to the requested consent within 30 days shall be deemed a consent. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 10.02 Conflicts; Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or of the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

Section 10.03 No Waiver for Failure to Enforce. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 10.04 Gender. The use of the masculine gender in these By-Laws shall be deemed to include the masculine, feminine or neuter and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 10.05 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 10.06 Severability. Should any part of these By-Laws be deemed void or become unenforceable at law or in equity, the validity, enforceability or effect of the balance of these By-Laws shall not be impaired or affected in any manner.