

**Bylaws  
Of  
Village Green of Syracuse  
Condominium III**

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Schedule K

**VILLAGE GREEN OF SYRACUSE, CONDO III**

**729 IDLEWOOD BLVD. N.**

**BALDWINSVILLE, NY 13027**

**This is a reprint of the bylaws, effective 1973 and updated 2006**

The two most recent changes are:

Pursuant to the favorable results of balloting by 80% of the homeowners in the Association, the following amendments are hereby made to the Bylaws of the Association:

**ARTICLE X Titled AMENDMENTS:**

These bylaws may be altered, amended or added to at any duly called homeowners meeting; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by 67% of the homeowners in number and common interest, and (3) said amendment(s) shall be set forth in a duly recorded amendment(s) to the declaration. However, no amendment shall affect or impair the validity or priority of the homeowners' interests and the interests of holders of a mortgage encumbering a home or homes.

**ARTICLE VIII Titled HOUSE RULES: Section 14**

Homeowners who notice violations of the house rules and are unable to resolve them satisfactorily with a friendly reminder shall then notify the Board of Managers who shall investigate and then, if necessary, officially notify these homeowners of the violation of the house rules. If the violations are not corrected within a reasonable time after 2 notifications, the Board shall have the power to assess penalty fines to the homeowners of not less than \$25.00 for each month the homeowner is in violation. Unpaid penalty fines shall be treated the same as common fees and as such are subject to court action and additional legal fees.

For a complete updated listing of the HOUSE RULES, refer to ARTICLE VIII.

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## **ARTICLE I Plan of Condominium Ownership**

### **Section 1 Condominium Home Ownership**

The property located at New York State Route 48 in the Town of Van Buren and County of Onondaga as specifically set forth in the Declaration and more commonly known as the "Village Green of Syracuse Condominium 3" has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

### **Section 2 Bylaws Applicability**

The provisions of these bylaws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and all buildings and improvements thereon including the Homes (hereinafter referred to as "Homes"), and the common elements and the use and occupancy thereof. The term "Building" as hereinafter used shall be defined as the exterior walls and roof of a number of Homes, all of which are constructed under a continuous roof.

### **Section 3 Personal Application**

All present or future Home Owners, mortgagees, and lessees, or their employees, or any other person that might use the facilities of the Community in any manner, are subject to these bylaws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Homes or the mere act of occupancy of any of said Homes will signify that these bylaws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

## **ARTICLE II Condominium, Voting, Quorum, Proxies and Waivers**

### **Section 1 Condominium**

The condominium shall be limited to Home Owners. "Home Owner" as referred to herein shall mean all of the owners of each Home.

### **Section 2 Voting**

Each Home Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more homess) shall be entitled to cast one vote at all Home Owners' meetings for each Home or Homes owned by such Home Owner, but the Board of Managers shall not cast any of its votes for the election of any member to the Board.

### **Section 3 Quorum**

So many Homes Owners as shall represent at least 51% of the total authorized votes of all Homes Owners present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Home Owners for the transactions of business, except as otherwise provided by Statute, by the Declaration, or by these bylaws. If, however, such quorum shall not be present or represented at any meeting of the Home Owners, the Home Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represent any business may be transacted which might have been transacted at the meeting originally called.

### **Section 4 Vote Required to Transact Business**

When a quorum is present at any meeting, the vote of a majority of the Home Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Home Owners, unless the question is on upon which, by express provision of the Declaration, Statute, or of these bylaws, a different vote is requires in which case such express provision

shall govern and control the decision of such question.

## **Section 5 Right to Vote**

At any meeting of Home Owners every Home 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 6 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 7 Waiver and Consent**

Whenever the vote of Home Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these bylaws to be taken in connection with any action of the Condominium, the meeting and vote of Home Owners may be dispensed with if all Home 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 8 Place of Meetings**

Meetings shall be held at such suitable place convenient to the Home Owners as may be designated by the Board of Managers.

## **Section 9 Annual Meetings**

Within 30 days after title to the last Home is conveyed by the Sponsor but in any event no later than one year after the recording of the Declaration the Sponsor shall call the first annual Home Owners meeting. At such meeting a new Board of Managers shall be elected by the Home Owners and the former members of the Board shall there upon resign. Thereafter, annual meetings shall be held on the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot of the Home Owners a Board of Managers in accordance with the requirements of Article III of these bylaws. The Home Owners may also transact such other business of the Condominium as may properly come before them.

## **Section 10 Special Meetings**

It shall be the duty of the President to call a special meeting of the Home Owners as directed by the Board of Managers or upon a petition signed by a majority of the Home Owners and having been presented to the Secretary.

## **Section 11 Notice of Meetings**

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Home Owner of record, at least five but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in these bylaws shall be considered notice served.

## **Section 12 Order of Business**

The order of business at all meetings shall be as follows:

- (a) Roll call.
- (b) Proof of minutes of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Reports of committees.

- (f) Election of inspectors of election (in the event there is an election).
- (g) Election of managers (in the event there is an election).
- (h) Unfinished business.
- (i) New Business.

## **ARTICLE III Board of Managers**

### **Section 1 Number and Term**

The number of Managers which shall constitute the whole Board shall not be less than three (3) and not more than fifteen (15). Until succeeded by the Managers elected at the first annual meeting of Home Owners, Managers need not be Home Owners; thereafter, all Managers shall be Home Owners. Within the limits above specified, the number of Managers shall be determined by the Home Owners at the annual meeting. The Managers shall be elected at the annual meeting of the Home Owners. At the first annual meeting of Home Owners the term of office of 1/3 of the Managers shall be fixed for three (3) years, the term of office of 1/3 of the Managers shall be fixed at two (2) years, and the term of office of 1/3 of the Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective manager, his successor shall be elected to serve a term of three (3) years. The Managers shall hold office until their successors have been elected and hold their first meeting. But, in any event, at least one-third of the terms of the members of the Board of Managers shall expire annually.

### **Section 2 Vacancy and Replacement**

If the office of any Manager or Managers becomes vacant by reason of death, resignation, disqualification, removal from office or otherwise, a majority of remaining managers, through less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

### **Section 3 Removal**

Managers may be removed for cause by the affirmative vote of a majority of the Home Owners. No Manager shall continue to serve on the Board if, during his term of office he shall cease to be a Home Owner.

### **Section 4 First Board of Managers**

The first Board of Managers shall consist of Peter L. Cappuccilli, Rocco M. Cappuccilli and Alfred Cappuccilli, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Home Owners. A Home Owner, who is independent of the Sponsor, shall be elected by the Messrs. Cappuccilli to the first Board at a Board meeting within 60 days of the closing of title to the first Home or upon the closing of title to 25% of the Homes, whichever is later. Any or all of said Managers shall be subject to replacement in the event of resignation or death of manner set forth in Section 2 of this Article.

### **Section 5 Powers**

- (a) The property and business of Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by these bylaws, directed or required to be exercised or done by the Home Owners personally. These powers shall specifically include, but not be limited to the following items.
  1. To determine and levy monthly assessments ("common charges") to cover the cost of common expenses, payable in advance. The Board of Managers may increase the monthly 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 Home Owners pro-rata according to

their respective common interests.

2. To collect, use and expend the assessments collected to maintain, care for the preserve the Homes, Buildings and other common elements;
  3. To make repairs restore or alter any Homes or the common elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
  4. To enter into and upon the Homes when necessary and at as little inconvenience to the Home Owner as possible in connection with the maintenance, care and preservation of the property;
  5. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;
  6. To insure and keep insured the common elements and Homes in accordance with Article VII of these bylaws;
  7. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Home Owners of the property for violations of the house rules and regulations herein referred to;
  8. To purchase any Home at a foreclosure sale on behalf of all the Home Owners;
  9. To make reasonable rules and regulations and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Home Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Home;
  10. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of manager in connection with the matters hereinabove set forth;
  11. To bring and defend actions by or against more than one Home Owner and pertinent to the operation of the Condominium;
  12. To acquire Homes in foreclosure or as result of abandonment and to take any and all steps necessary to repair or renovate any Home so acquired and to vote as Home Owner, offer such Home for sale or lease or take any other steps regarding such Home as shall be deemed proper by the Board of Managers.
- (b) The Board of Managers, may by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) managers or Home Owners one of whom shall be a manager, which to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the board as required.

## **Section 6        Repairs and Maintenance**

All maintenance, repairs and replacement to the common elements of the property including but not limited to exterior walls, roof and roofs members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, and portion of which is located in one Home and services another Home or more than one Home or so much of any pipes, wires, conduits and public utility lines as are located in the common elements but serve one or more Homes shall be made by the Board of Managers and the cost thereof shall be a common expense. All maintenance (including painting and decorating of the Homes), repairs and replacements to the Homes including balconies, windows, doors (except painting of the exterior



surface of balconies, windows and doors which open from a Home which painting is performed by the Board of Managers), stairs abutting a Home and repairs to pipes, wires and conduits located in the servicing the same Home other than as set forth above shall be made by the respective Home Owners at their own expense. All irrevocable restricted common elements shall be maintained and repaired by the Home Owner to whom such common element is restricted in use. However, the Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines located underground or overhead of any irrevocable restricted common element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Home Owner to which the common element is restricted in use, in which event such Home Owner shall make such repairs or replacements at his own expense. The Board of Managers shall repair all plumbing stoppages and electrical repairs whether they occur in a Home or in the common elements. The Board of Managers shall have a right of access to any Home and to all portions of the common elements for the purpose of carrying out any of its obligations under these bylaws or the Declaration of the Condominium. The Board of Managers will provide or make arrangements for snow removal from the sidewalks and driveways on the property.

## **Section 7 Compensation**

Managers and officers, as such shall receive no compensation for their services.

## **Section 8 Meetings**

- (a) The first meeting of each board newly elected by the Home Owners 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 as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Home Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.
- (b) Regularly scheduled meetings of the Board may be held without special notice.
- (c) Special meetings of the Board may be called by the President on two (2) days' notice to each manager either personally or by mail or telegram. Special meeting shall be called by the President or Secretary in a like manner and on like notice on the written request of at least three (3) managers.
- (d) At all meetings of the Board, a majority of the managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the managers present at any meeting at which there is a quorum shall specifically provided by statute or by the Declaration or by these bylaws. If a quorum shall not be present at any meeting of managers, the managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.
- (e) Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

## **Section 9 Annual Statement**

The Board of Managers shall furnish to all Home Owners, their mortgagees and the Department of Law of the State of New York and shall present annually (at the annual meeting) and, when called for by a vote of the Home Owners at any special meeting of the Home Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Home Owner and a notice of the holding of the annual Home Owners meeting.

## **Section 10 Fidelity Bonds**

The Board of Managers shall require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premium on such bonds shall be common expense.

## **Section 11 Management Agent**

The Board of Managers may employ for the Condominium a management agent under a team contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to all of the delegable duties of the Board listed in this Article.

## **Section 12 Liability of the Board of Managers and Home Owners**

Any contract, agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers as agent for the Home Owners as a group only and that no member of the Board of Managers nor individual Home Owner shall be liable for such contract, agreement or commitment. The Home Owners shall be liable as a group under such contract, agreement or commitment, but the liability of each Home Owner shall be limited so such proportion of the total liability thereunder as his common interest bears to the common interest of all Home Owners. The Board of Managers shall have no liability to the Home Owners in the management of the Community except for willful misconduct or bad faith and the Home Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties as such member except acts of willful misconduct or acts made in bad faith. Such several liability of the Home Owners shall, however, be limited to such proportion of the total liability thereunder as such Home Owners common interest bears to the common interest of all Home Owners.

# **ARTICLE IV Officers**

## **Section 1 Elective Officers**

The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, a secretary and a treasurer. The Board of Managers may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Home Owners. Two or more offices may not be held by the same person.

## **Section 2 Election**

The Board of Managers at its first meeting after each annual Home Owners Meeting shall elect a president, a vice president, a secretary and a treasurer. Only the president must be a member of the Board.

## **Section 3 Appointive Officers**

The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

## **Section 4 Term**

The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed, with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

## **Section 5 The President**

The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Home Owners and managers, shall be ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the

Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York.

## **Section 6        The Vice President**

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

## **Section 7        The Secretary**

The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all Home Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all Home Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he shall be.

## **Section 8        The Treasurer**

The Treasurer shall have the custody of the Condominiums funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books and belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuables effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

He shall disburse the funds of the Condominium as he may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Managers, at the regular meeting of the Board of whenever they may require it, an account of all his transactions as Treasurer and the financial condition of the Condominium.

He shall keep detailed financial records and books of account of the Condominiums, including a separate account for each Home which, among other things, shall contain the amount of each assessment of common charges against such Homes, the date when due, the amounts paid thereon and the balance remaining unpaid.

## **Section 9        Agreements, etc.**

All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

# **ARTICLE V        Notices**

## **Section 1        Definition**

Whenever under the provisions of the Declaration or of these bylaws, notice is required to be given to the Board of Managers, any manager or Home Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Home Owner at such address as appears on the books of the Condominium.

## **Section 2        Service of Notice – Waiver**

Whenever any notice is required to be given under the provisions of the Declaration, or of these bylaws, 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.

## **ARTICLE VI Finances**

### **Section 1 Checks**

All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer or by such other office or officers or such other person or persons as the Board of Managers, may from time to time designate.

### **Section 2 Assessments**

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 budget and any supplement to the budget to every Home Owner and mortgagee. They shall determine the total amount required, including the operational items such as insurance, repairs, reserves, 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 sum against all Homes and prorated against each of said Homes according to the respective common interests appurtenant to such Homes. This proration of assessments shall remain constant regardless of the percentage of the building square footage included in each Home or the common elements restricted to the use of the Home Owner of said Home. Said assessments shall be payable monthly in advance as ordered by the Board of Managers. Special assessments, should such be required, shall be levied and paid in the same manner as here in above provided for regular assessments The Home Owner agrees to pay promptly when due the monthly and all special assessments assessed against his own Home. Any Home Owner who fails to pay the monthly assessment imposed by the Condominium to meet any community expense shall be liable for any expenses incurred by the Condominium in collecting said monthly assessment including interest at the rate of 6% per annum and reasonable attorneys fees. The Board shall take action to collect any common charges due from Home Owner which remain unpaid 90 days from its due date by way of foreclosure of the lien on such Home in accordance with Section 339 of the Real Property Law or otherwise.

No Home Owner shall be liable for any common charges which accrue against his Home subsequent to a sale, transfer or other conveyance by him of his Home in accordance with these bylaws and the Declaration. A purchaser of a Home (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all common charges assessed against the Home and unpaid at the time of the purchase.

### **Section 3 Foreclosure of Liens for Unpaid Common Charges**

The Board shall have the power to purchase any Home at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Home because of unpaid common charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Home. A suit to recover a money judgment for unpaid common charges shall also be obtainable separately without waiving the lien on the Home.

### **Section 4 Statement of Common Charges**

Upon the written request of any Home Owner or his mortgagee, the Board shall promptly furnish such Home Owner or his mortgagee with a written statement of the unpaid common charges due from such Home Owner.

### **Section 5 Liability for Water, Sewer Charges and Refuse Removal**

All water consumed in the Homes and on the common elements, sewer charges and refuse removal shall be a common expense.

### **Section 6 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 operating portion of all monthly and special assessments as fixed and determined for all Homes. 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 expense resulting from the purchase or lease of Homes.

## **Section 7 Other Accounts**

The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

## **ARTICLE VII Insurance and Insurance Trustee**

### **Section 1 Insurance to be carried by the Board**

The Board of Managers shall be required to obtain maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the Building including all of the Homes and the bathroom and fixtures initially installed therein by the Sponsor (but not including furniture, furnishing or other personal property supplied or installed by Home Owners), together with all air-conditioning and other service machinery contained therein, cover in the interests of the Condominium, the Board of Managers and all Home Owners and their mortgagees, as such interests may appear, in an amount equal to the full replacement value of the Buildings. Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee, of a Home which shall provide that the loss, if any, the remainder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$20,000 or less, shall be payable to the Board of Managers, and if more than \$20,000 shall be payable to the Insurance Trustee.

The fire insurance will commence with the closing of title to the first Home in an amount as required by the mortgagee of such Home and such amount will be increased upon the closing of title to all Homes and until the first meeting of the Board of Managers following the first annual Home Owners meeting, such amount shall be at least in the sum of \$3,100,590.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Home Owners or of the invalidity arising from any acts of the insured or any Home Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insured, including all mortgagees of Homes. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Homes at least ten (10) days prior to expiration of then current policies. Prior to containing any policy of fire insurance or renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Buildings, including all of the common elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent and each Home Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Home Owners meeting, such public liability insurance shall be in a single limit of \$500,000 covering all claims for bodily injury or property damage arising out of one occurrence. Such public liability insurance shall commence on closing of title to the first Home.

Home Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of carriers issuing insurance

procured by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Home Owner.

## **Section 2        The Insurance Trustee**

The Insurance Trustee shall be the Merchants National Bank & Trust Co., Syracuse, New York, unless and until it shall be replaced by a bank or trust company located in the State of New York, designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

## **Section 3        Restoration or Reconstruction after Fire or other Casualty**

In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless 75% or more of the Buildings are destroyed or substantially damaged and 75% or more of the Home Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Homes, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Home Owners in the Homes), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Home Owners for such deficit as part of the common charges.

If 75% or more of the Buildings are destroyed or substantially damaged and 75% or more of the Home Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Home Owner or lienor as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Home Owners in proportion to their respective common interests, after first paying out of the share of each Home Owner the amount of any unpaid liens on his Home, in the order of the priority of such liens.

## **ARTICLE VIII    House Rules (as adopted April 2006)**

### **Section 1        .**

In addition to the other provisions of these by-laws, the following house rules and regulations together with such additional rules as may hereafter be adopted by the board of managers shall govern the use of the homes and the conduct of all residents thereof. Violations of house rules after 2 warnings notices will generate a fine of no less than \$25.00 for each month the violation continues. (see Section 14)

### **Section 2        .**

All homes shall be used for single family residence purposes only as such term is defined in the declaration. ( i.e. no more than 4 adults all related to one another as either brother, sister, stepbrother, stepsister, mother, father, husband, wife, daughter, son, stepdaughter, stepson, together with any number of their children, all of whom are related to each other as brother or sister. Including adopted or foster children).

### **Section 3        .**

Owners of homes shall not use or permit the use of the premises in a manner which would be disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the condominium.

Every owner shall assure adequate housekeeping of the common elements in and around their respective buildings.

#### **Section 4** .

The common elements shall not be obstructed, littered, defaced or misused in any manner. This includes trash receptacles, wood piles, garden equipment, boats, snowmobiles, swing sets, recreation equipment and dog houses. Plastic sheeting may not be placed on outside of windows or doors.

#### **Section 5** .

Every homeowner shall be liable for any and all damage to the common elements and the property of the condominium, which shall be caused by said homeowner or such other person for whose conduct he is legally responsible. Home owners are responsible for damage caused to other units and or common areas by defects within the owner's unit.

#### **Section 6** .

- (a) Every homeowner must perform promptly all maintenance and repairs to his/her home, which if omitted, would affect the community in its entirety or in part belonging to other homeowners, he/she being expressly responsible for the damages and liabilities that his/her failure to do so may engender.
- (b) All the repairs to internal installations of the unit located in and servicing only that unit, such as gas, power, telephones and sanitary installations (except those effecting more than one homeowner) shall be at the homeowner's expense.
- (c) All balcony and stoop repairs are at the homeowner's expense, except materials for support of the balcony floor and support of the balcony. Prior notification of repairs to the board of managers is required.

#### **Section 7** .

An owner shall not make structural modifications which would impair the structural soundness of the home without the written consent of the board of manager's majority. Consent may be requested by written notice sent by registered mail, return receipt requested. The Board of managers shall have the obligation to answer within thirty days, and failure to do so within the stipulated time shall mean there is no objection to the proposed modification or alteration. Alterations to the roofs by the owner (or previous owners) shall thereafter be the responsibility of the owner. ( i.e. fireplace chimney, skylights, etc.) Fireplaces and chimneys shall be inspected ay a certified person at least every two years, and the official report filed with the Board of Managers. Fireplaces are forbidden in the Garden Condos. Repair of floors and groundwater problems within the unit are the responsibility of the homeowner.

#### **Section 8** .

- (a) No resident of the community shall post any advertisement or posters of any kind except as authorized by the Board of Managers.
- (b) It is prohibited to hang garments, rugs, etc., from the windows or from any of the buildings or to string clothes lines (but not other outdoor clothes dryers) on or over common elements including the irrevocable restricted areas.
- (c) No fence shall be erected in the community without the prior written consent of the Board of Managers.
- (d) No television antennae or satellite dishes over 18" diameter shall be erected on the exterior of homes or on common elements. Any repairs necessitated by satellite dish attachments to the exterior of the unit, shall be a homeowner expense.
- (e) No homeowner shall move, add or otherwise change the landscaping of the community without the prior consent and approval of the Board of Managers. Upkeep of shrubbery, trees, etc. planted

by the homeowner since the formation of Condo III is the responsibility of the homeowner or future homeowners.

- (f) Homeowners may paint the exterior surface of units with permission of the Board of Managers so that proper paint can be supplied. Owners are encouraged to paint exterior doors with paint which will be supplied by the Board of Managers.
- (g) No person shall park a vehicle or otherwise obstruct any residents use of ingress or egress, to any parking space. No boats, trailers, campers or motor homes, and unregistered vehicles shall be stored or parked on the common elements within the community for more than 72 hours.
- (h) Permission to install a Handicapped Parking sign can be granted only by request of the resident to the Board of Managers. Such request must include a copy of the handicapped parking permit. Location of the sign will be at the Boards designation.
- (i) Homeowners are required to park autos responsibly to meet the physical capacity of the parking area. There are a approximately 1-2 spaces per home in the parking areas for townhouses and garden condos. Any additional auto, including those of your guest should be parked on the driveway aprons or on the street.

## **Section 9**

Charcoal, gas or other open flame devices must be located 20 feet from buildings when in use. No cooking or open fires allowed on balconies.

## **Section 10 Snow Removal**

All vehicles must be moved by 11:00 a.m. from areas which were not cleared earlier.

## **Section 11**

Each homeowner is responsible to put out trash and recyclables in accordance with county regulations and schedules issued by the Board of Managers. Other items such as rugs, furniture etc. must be labeled with the unit number attached to each item. Special billing at cost will apply. Trash should not be placed out before 6 p.m. the day before scheduled pick up. All trash must be bagged and tied, and containers stored inside.

## **Section 12**

All proposals for structural changes such as decks, windows, fireplaces etc. must be submitted to the Board of Managers for consideration. A maximum size for decks has been established at 256 sq. ft. (16'X16').

## **Section 13**

Small dogs or cats and other domestic pets that are not perceived as dangerous, or have a reputation for being troublesome (Akita, American Staffordshire, Terrier (pit bull), Chow, Rottweiler, Shar-pei, wolf hybrid, or predominantly these breeds are specifically disallowed due to insurance regulations) maybe harbored in your unit. Pursuant to Town of Van Buren law, pets must be leashed when outside. They may not create a nuisance, appear to threaten people or other pets, or make noise which disturbs other homeowners. Animals may be tied to a stake when outside only if in the common area designated as restricted for that homeowners use and then only if the homeowners are home to control them. The immediate area around the Garden Condos is considered common and not restricted to an individual's private use, therefore animals may not be staked there, (reference: Irrevocably Restricted Areas on page 8 of declaration.) Pet owners must pick up and properly dispose of the waste left by their pets in any and all areas of the Condo III community. Any exceptions to any of these requirements must be approved by the Board of Managers. All costs associated with the repair of damages to the common areas caused by pets will be billed back to the homeowner.

## **Section 14**



Homeowners who notice violations of the house rules and are unable to resolve them with a friendly reminder shall then notify the Board of Managers who shall investigate and then, if necessary, officially notify the homeowners of the violation of the house rules. If the violations are not corrected within a reasonable time after 2 notifications, the Board shall have the power to assess penalty fines to the homeowners of not less than \$25.00 for each month the homeowner is in violation. Unpaid penalty fines shall be treated the same as common fees and as such are subject to court action and additional legal fees.

### **Section 15**

It is the responsibility of owners to require that renters provide the Condo association with the following information within one week of occupancy of the unit.

- a) Unit number being rented
- b) Name(s) of person(s) residing in unit
- c) License number and ID of renter's vehicle(s)
- d) Description of any pets (dog, cat)

It is also the responsibility of the owner to provide renters with a copy of the house rules.

### **Section 16**

Homeowners who become delinquent with monthly payment of the common fee or any special assessments shall be charged a late fee of \$25.00 for each month such payment is delinquent. After 90 days a lien may be placed on the home which entails additional charges. (see ARTICLE IX titled Default).

## **ARTICLE IX Default**

In the event a Home Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers or Manager, acting in behalf of the Board shall notify the Home Owner and the mortgagee, if any, of such Home. If such sum, charge or assessment shall remain unpaid for 90 days after the giving of such notice, the Board may foreclose the lien encumbering the Home as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the owner of a Home does not pay the assessment required to be paid by him within ninety (90) days of its due date, said sum shall bear interest at the rate of six percent (6%) per annum from its due date and said Home Owner shall be liable for the Condominium's reasonable costs and a reasonable attorney's fee incurred by it incident to the collection or enforcement of such lien.

Each Home Owner, for himself, his heirs, successors and assigns, agree to foregoing provisions relating to default, regardless of the harshness of the remedy available to the Condominium and regardless of the availability of other, equally adequate legal procedures. It is the intent of all Home Owners to give the Condominium a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the Home Owners and to preserve each Home Owner's right to enjoy his Home free from unreasonable restraint.

## **ARTICLE X Amendments (Amended in 2006 from 80% to 67%)**

These By-Laws may be altered, amended or added to at any duly called Home Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of proposed amendment, (2) that the amendment shall be approved by sixty seven percent (67%) of the Home Owners in number and common interest, and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Home Owner's interest and the interests of holders of a mortgage encumbering a Home or Homes.

## **ARTICLE XI Selling, Mortgaging and Leasing Homes**

### **Section 1 Selling and Leasing Homes**

Any home may be conveyed or leased by its Home Owner free of any restrictions except that no Home Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Home unless and until all unpaid common charges assessed against his Home shall have been paid to the Board of Managers. However, such unpaid common charges can be paid out of the proceeds from the sale of a Home, or by the grantee. Further a Home Owner may convey his Home and his common interest appurtenant thereto, to the Board of Managers on behalf of all Home Owners free of any cost to the Board or the home Owners and upon such conveyance such Home Owners shall not be liable for any common charges thereafter accruing against such Home. Any sale or lease of any Home in violation of this section shall be voidable at the election of the Board of Managers.

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

Whenever the term "Home" is referred to in this section it shall include the Home, the Home Owner's undivided interest in the common elements and the Home Owner's interest in any Homes acquired by the Board of Managers.

### **Section 2 Waiver of Partition Rights**

The Home Owners waive all of their voting rights concerning partition respecting any Home acquired by the Board of Managers in accordance with this Article.

### **Section 3 Mortgaging of Homes**

No Home Owner shall mortgage his Home except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, union pension fund, agency of the United States Government or agency of the State of New York, or a purchase money mortgage loan granted by the Seller.

### **Section 4 Gifts, etc.**

Any Home Owner may convey or transfer his Home by gift during his lifetime or devise his Home by will or pass the same by intestacy, without restriction.

## **ARTICLE XII Condemnation**

In the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than \$20,000, and the Board of Managers if the award is \$20,000 or less, to be distributed in accordance with Section 3 Article VII but in the following amounts:

- (a) so much of the award as is applicable to unrestricted common elements, to the Home Owners pro-rata according to the respective common interests appurtenant to the Homes owned by such Home Owners.
- (b) so much of the award as is applicable to restricted common elements to the Home Owner having general use of such common elements.

In such eminent domain or condemnation proceeding, the Board shall request that the award shall set forth the amount allocated to unrestricted common elements and to each irrevocably restricted common element. In the event the award does not set forth such allocation, then the question of allocation shall be submitted to arbitration in accordance with the Arbitration Statutes of the State of New York.

## **ARTICLE XIII Miscellaneous**

### **Section 1 Insurance**

Under no circumstances shall a Home Owner permit or suffer anything to be done or left in his Home which will increase the insurance rates on his Home or any other Home or on the common elements.

### **Section 2 Severability**

Should any of the covenants, terms or provisions herein imposed be void or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

### **Section 3 Notice of Condominium**

A Home Owner who mortgages his Home, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers in the event there is no management agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Homes."

### **Section 4 Notice of Unpaid Assessments**

The Board of Managers shall at the request of a mortgagee of a Home, report any unpaid assessments due from the Home Owners of such Home.

### **Section 5 Examination of Books and Records**

Every Home Owner or his representative, any mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

### **Section 6 Construction**

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

### **Section 7 Compliance with Article 9-B**

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws 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 the Declaration, whichever the case may be, shall control.