

## **By-Laws Of Cobbleridge Condominium**

### **Article I. Plan of Condominium Ownership**

**Section 1. Condominium Home Ownership** - The property located at Chapman Boulevard, Manorville, County of Suffolk, as specifically set forth in the Declaration and more commonly known as Cobbleridge Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

**Section 2. By-Laws Applicability** - The provision of these By-Laws are applicable to the condominium. The term "Condominium" as used herein shall include the land and the building and improvements thereon including the Condominium 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 Home or number of Homes all of which are constructed under a continuous roof or the entire interior and exterior of any building or structure which shall form a portion of the Condominium but which does not contain any of the Homes.

**Section 3. Personal Application** - All present or future Home Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Community in any manner are subject to these By-Laws, 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 By-Laws, 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 Homes) shall be entitled to cast one vote at all Home Owners' meetings for each Home or Homes 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 Home Owners as shall represent at least 51% of the total authorized votes of all Home Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Home Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. 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, 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 one upon which, by express provision of the Declaration, Statute, or of these By-Laws, a difference vote is required, in which case such express provisions shall govern and control the decision of such question.

**Section 5. Right to Vote** - At any meeting of Home Owners, every Homeowner 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 by-Laws 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 Meeting** - 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 Control of Board of Managers by**

**Sponsor** - Within one year after the transfer of title to the first Home, 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 thereupon 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 By-Laws. The Home Owners may also transact such other business of the Condominium as may properly come before them. The Sponsor will have voting control of the Board of Managers until five (5) years after closing of the first Home or until ninety (90%) percent of the Homes have closed, whichever is sooner. At the fifth annual meeting, and at all successive meetings, Sponsor may not designate a majority of the Board of Managers but may cast its votes to elect no more than two members of the Board of Managers.

**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 having been presented to the Secretary.

**Section 11. Notice of Meeting** - 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 By-Laws shall be considered notice served.

**Section 12. Order of Business** - The order of business at all meeting shall be as follows:

- a. Roll Call
- b. Proof of notice of meeting or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Report of officers
- e. Report 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 affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of three Managers designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Home Owners. Within 60 days of the closing of title to the first Home, a meeting of the Home Owners shall be held at which a Home Owner who is independent of the Sponsor shall be elected to the first Board of Managers by majority vote of the Home Owners other than the Sponsor, to serve until the first annual meeting of the Home Owners. Until succeeded by the Managers elected at the first annual meeting of Home Owners, Managers need not be Home Owners; thereafter, all Managers other than designees or nominees of the Sponsor shall be Home Owners. The Managers shall be elected at the annual meeting of the Home Owners. At the first annual meeting of Home Owners called pursuant to Section 9 of Article II, five (5) Managers shall be elected by the Home Owners. The term of office of two of the Managers shall be fixed for three (3) years, the term of office of two of the Managers shall be fixed at two (2) years, and the term of office of one of the Managers shall be fixed at one (1) year. Separate ballots shall be conducted for each of the three terms of office. Each Home Owner shall be entitled to cast one vote on each ballot for each Home he owns. The two or one nominees(s) on each of the ballots, as the case may be, receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers. 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. Notwithstanding the foregoing, the sponsor shall have the right to designate three members of the Board of Managers until the fifth anniversary of the closing of the first Home or until 90% of the Homes in the Condominium are closed, whichever occurs first. After Sponsor turns over control it will have the right to designate one Member of the Board so long as it continues to own at least one Home. This Section 1 may not be amended without the written consent of Sponsor.

**Section 2. Vacancy and Replacement** - If the office of any Manager or Managers become vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining managers, though 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. If the vacancy occurs with respect to any member

of the First Board of Managers (see Section 4 of this Article III) who has been designated by the Sponsor the Sponsor shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term.

**Section 3. Removal** - Managers may be removed for cause by an affirmative vote of a majority of the Home Owners. No manager other than a member of the first Board of Managers 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 Charles B. Mancini, Gregory A. Mancini and Stanley Mishkin, 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 a majority of the Home Owners other than Sponsor to the first Board at a meeting held within 60 days of the closing of title to the first Home. If no such election has been made, then Sponsor may designate such member, any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this Article.

### **Section 5. Powers**

(a) The property and business of the 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 By-Laws, 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 assessments ("common charges") to cover the cost of common expenses, payable quarterly in advance. The Board of Managers may increase the 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 interest;

2. To collect, use, and expend the assessments collected to maintain, care for and 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 Owners 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 Home in accordance with Article VII of these By-Laws;

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 or rules and regulations herein referred to;

8. 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.

9. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters hereinabove set forth;

10. To bring and defend actions by or against more than one Home Owner and pertinent to the operation of the Condominium and to levy special assessments to pay for the cost of such litigation;

11. To acquire Homes in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Home so acquired and to vote as a 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;

12. To make additions, alterations, or improvements to the common elements of the Community, the cost of which addition, alteration, or improvement does not exceed \$5,000. The Board of Managers may make additions, alterations or improvements to the common elements costing in excess of \$5,000 only with the approval of a majority of the Home Owners. While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations, or improvements to the common elements costing in excess of \$2,500 or enter into service or maintenance contracts the duration of which will extend more than one year after the Sponsor loses control of the Board of Managers, only with the approval of a majority of the Home Owners, excluding the

Sponsor, voting at a duly held meeting of the Home Owners.

13. To borrow 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 66 2/3% in number of all Home 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 \$10,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Home or its appurtenant interest in the common elements without the written consent of the Owner of said Home.

14. To institute proceedings to contest the real estate tax assessment against the units with the consent of all the Unit Owners.

(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 affairs of the Condominium and may have power to sign all papers which may be required, provided the said 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.

(c) Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or its designee shall continue to own Homes representing 5% or more in common interest, or five years after the closing of title to the first Home in the Condominium whichever shall first occur, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the common elements or to any Home, costing cumulatively more than \$5,000, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee in addition to the employees referred to in the Plan of Condominium ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said Plan is declared

effective or (v) borrow money on behalf of the Condominium, or (vi) increase or reduce the services or maintenance set forth in Schedule B of Cobble Ridge Condominium Offering Plan. The provisions of this Paragraph may not be amended without the written consent of Sponsor.

15. (Amendment to the Bylaws - June 17, 1998) To make reasonable rules and regulations regarding the rental or leasing of Homes in the Condominium and to amend same from time to time and such rules and regulations shall be binding on the Home Owners when the board of Managers has approved them in writing. A copy of such rules and regulations and all amendments shall be mailed to each Home Owner. The rules and regulations adopted by the Board of Managers may include, but shall not be limited to rules and regulations regarding:

- a. The forms of lease permitted;
- b. The terms and conditions of leases and rentals;
- c. The fees to be charged by the Board of Managers;
- d. Requirements for tenants;
- e. Security deposits to be deposited with the Board of Managers;
- f. Agreements to be entered into between the Board, the proposed tenant and the Home Owner;
- g. Such other matters as the Board of Managers may, in its sole and absolute discretion, determine is necessary or desirable.

**Section 6. Repairs and Maintenance** - All maintenance, repairs and replacements to the common elements of the property including but not limited to exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any public utility lines as are located in the common elements and serve one or more Homes, and exterior maintenance shall be a common expense. All maintenance (including electrical and plumbing repairs in the Homes and painting and decorating of the inside of the Homes), repairs and replacements to the Homes including windows (including all glass breakage), doors, windows and doors which open from a Home (except painting and maintenance of the exterior surface which is performed by the Board of Managers), and repairs to the heating and air conditioning system, pipes, wires and conduits located within or without the same Home other than as set forth above shall be made by the respective Home Owners at their own expense. However, the Board of Managers shall repair and replace any public utility lines located underground or overhead of any irrevocably 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 and its agents, employees and contractors 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 By-Laws or the Declaration of the Condominium. The Board of Managers will provide snow plowing for the roadways located on the property. All replacements, repairs, painting or maintenance, whether made by the Home Owner or by the Board of Managers to the doors, windows, or the exterior surface of the Building, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor. In the event that a Home Owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the common elements or any other Home, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Home Owner to do so after 10 days written notice, or written or oral notice of a shorter duration in the event of any emergency situation) and to charge the Home Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Home Owner for repairs or maintenance to his Home or for repairs to any common element restricted in use to such Home Owner, and the Home Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Home Owner shall be liable for the reasonable Attorneys' fees and costs of such suit or proceeding together with interest on all sums due.

**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 take place.

(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 meetings 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 be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings 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, but in no event later than four months after the close of the fiscal year) 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 certified 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 premiums on such bonds shall be a common expense.

**Section 11. Management Agent** - The Board of Managers may employ for the Condominium a management agent under a term 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. While Sponsor is in control of the Board of Managers it will not enter into

contracts which bind the Condominium for a period of more than two years (except Cable Television agreements) after the recording of the Declaration unless the contract provides that it may be cancelled by the Condominium upon 90 days notice, except for the Management Agreement.

**Section 12. Liability of the Board of Managers, Officers 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, Officer of the Condominium nor individual Home Owners 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 to such proportion of the total liability there under as his common interest bears to the common interest of all Home Owners. The Board of Managers and Officers of the Condominium 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 and Officers of the Condominium 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 as to each Home Owner to such proportion of the total liability there under as such Home Owner's 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 or members of the First Board of Managers. 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 Officer** - 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, he shall be an 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 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 Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable 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 or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

He shall keep detailed financial records and books of account of the Condominium, including a separate account for each Home which, among other things, shall contain the amount of each assessment of common charges against such Home, the date when due, the amounts paid thereon and the balance remaining unpaid unless such duties shall be relegated to the Managing Agent pursuant to a Management Contract.

**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 By-Laws, 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 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.

## **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 officer 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 interest 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 hereinabove provided for regular assessments. The Home Owner agrees to pay promptly when due the monthly and all special assessments assessed against his own Home. In the event of a default in payment of monthly common charge assessments by any Home Owner, the Board, at its sole option, may declare the common charge assessment on said Home Owner's Home for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board shall send notice to the delinquent Home Owner and the mortgagee, if any, of such Home giving the Home Owner a five day grace period in which to make his payment. The Board may charge the delinquent Home Owner a fee of not more than fifty dollars to cover the additional burden to the Board occasioned by the lack of timely payment. Interest at the highest legal rate may also be collected by the Board on the common charge assessment from its due date to the date payment is actually received from the Home Owner. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments. The Board shall take action to collect any common charges due from any Home Owner which remains 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 By-Laws 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. Foreclosures 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 Gas and Electricity** - All gas and electricity consumed in the Homes shall be an expense of each individual Home Owner.

**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 need 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 Homes.

**Section 7. Other Accounts** - The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

## **ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE**

**Section 1. Insurance to be Carried by the Board** - The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring all of the Buildings in the Condominium (but not including furniture, furnishings or other personal property supplied or installed by Home Owners), together with all heating, air-conditioning and other service machinery, contained therein, covering the interest of the Condominium, the Board of Managers and all Home Owners and their mortgagees, as interest may appear, in an amount equal to the full replacement value of the Building. 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, there under 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 \$50,000 or less, shall be payable to the Board of Managers, and if more than \$50,000 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 Home Owners meeting, such amount shall be at least in the sum of \$5,400,000 if all 72 Homes are complete unless the Board of Directors determines a lower amount will be adequate.

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 obtaining any policy of fire insurance or any 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 \$1,000,000 covering all claims for bodily injury and for property damage arising out of one occurrence. Such public liability insurance shall commence on the 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 the 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** - A New York Bank or Trust Company shall be the Insurance Trustee. 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 Homes 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, any heating, air conditioning or other service machinery which is covered by insurance 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 Homes 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 proceed 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

### COBBLERIDGE CONDOMINIUM HOUSE RULES

**Section 1.** In addition to the other provisions of the By-Laws, the following House Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the homes, all common areas and the conduct of all residents and guests of residents.

**Section 2.** All homes shall be used or occupied for residential purposes and only in accordance with municipal zoning requirements.

**(a)** Homeowners shall comply with current State, County and Town of Brookhaven laws and regulations which include but are not limited to codes governing carbon monoxide detectors, outdoor fire pits, smoking in common areas and other codes mailed to homeowners and posted on the Condominium web site.

**(b)** Suffolk County Law, Smoking Ban, effective April 9, 2016, Smoking is prohibited within a 50' radius of all entrances, exits, common areas & ventilation intakes (windows/doors) of all multiple dwelling buildings.

**(c)** As per directives from Suffolk County and the condo attorney:

*How does Cobble Ridge resolve the problem if people are found to be smoking too close to the building?* The By-Law section on House Rules (Article VIII) at sub-section 8(g) states that "The Board, upon receipt of a complaint, shall make a determination regarding the validity of the complaint and if found to be valid, notice is to be sent out to the violator. If the violation is not eliminated within 3 days, a \$100 fine may be issued. Additional fines may be assessed if non-compliance continues." Smoking could also be considered a violation of the House Rules: "Section 3. Owners of a home, members of their families, their employees, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium."

*Are there written guidelines that are followed if smoking is found? What steps are taken to remedy the smoking activity?* Please refer to the By-Law provision and House Rules cited and discussed above. Also, all complaints should be sent not only to the Board but also to the Suffolk County Department of Health Tobacco Enforcement Unit as well:

Cobbleridge Board of Managers  
Regular mail: PO Box 794, Manorville, New York 11949  
Email: [board@cobnews.com](mailto:board@cobnews.com)

Teresa Ryther  
Associate Public Health Sanitarian  
Tobacco Enforcement  
Office of Health Education  
725 Veterans Memorial Highway  
North County Complex, Bldg. C016  
P.O. Box 6100  
Hauppauge, NY 11788  
(631) 853-2967  
[Teresa.Ryther@suffolkcountyny.gov](mailto:Teresa.Ryther@suffolkcountyny.gov)

**(d) Fire Alarm Inspections:** The Town of Brookhaven Fire Alarm inspection is required by law. This yearly inspection is mandatory and is for the safety of you, your home, your pets, and your neighbors residing in your building. An email will be sent to all homeowners with the date for the annual inspection. Inspections usually begin around 8:00 am and are usually finished around 3:30pm. You must provide access to the inspector into your home on the scheduled date so that the heat sensors in your unit can be checked. You can arrange with a friend, neighbor or relative to be present in your absence. Homeowners who rent their units must notify the tenants that they are required to allow access for the alarm inspection.

**If the fire alarm inspector cannot access your unit, a fine of \$100 will be assessed to your common charge account by the Condominium. You will then need to contact the Alarm Company to arrange for an “individual inspection”, pay the Alarm Company’s “individual inspection fee” directly to the Alarm Company AND contact the homeowners in your building with your individual inspection date since ALL the alarms will sound in their units when your unit is being checked.**

**Section 3.** Owners of a home, members of their families, their employees, guests, and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.

**Section 4.** The common elements shall not be obstructed, littered, defaced, or misused in any manner.

**(a)** All homeowner’s pets including cats, while on any part of the common grounds, shall be leashed and under the owner’s control at all times.

**(b)** Pets should be curbed to the islands or wooded areas, **NOT** on the front, side, or back lawns. **PET CLEAN-UP IN ALL AREAS IS MANDATORY INCLUDING YOUR DECK/PATIO.**

**(c)** Pet pens, runs, leads, tie-out posts or other pet restraints are not permitted on common property.

**(d)** Storage of items such as discarded furniture, lawn furniture or ornaments and other household items on the common property will result in a warning to the homeowner and a request to clear away their property in a timely manner. Failure to respond accordingly may result in a fine.

**(e)** No tents are permitted on any portion of the common areas.

**(f) Basketball Hoops:** As of January 1, 2024, the procedure to obtain permission to set up a basketball hoop has been updated. Homeowners who received basketball hoop permission prior to January 1, 2024 are exempt from the changed procedure. To address the liability exposure that the Association incurs due to the storage and use of basketball hoops in Cobbleridge, the Board consulted with legal counsel on the matter. If you would like to set up a basketball hoop at Cobbleridge, ALL the following must be adhered to:

1. The only Common/Limited Common Area that a basketball hoop may be kept is on your side of the shared driveway.

2. As this is a shared driveway, you must obtain a letter from your neighbor stating that they do

not oppose the placement of the basketball hoop on your side of the shared driveway. A copy of the neighbor's approval letter should be sent to the Board. If at any time your current neighbor should move from the property, your new neighbor must sign a substitute letter agreeing to the placement of the basketball hoop. Additionally, if your neighbor feels at some point in the future that the placement of the basketball hoop has become a nuisance, they may withdraw their approval.

3. The hold harmless waiver must be signed by you and returned to the Board.

4. You must contact your homeowner's insurance company and have them issue a Certificate of Insurance naming Cobbleridge Condominium as additional insured. The Certificate of Insurance should be sent to the Board.

**(g)** Common Areas need to be kept clean, neat, and orderly. Please be mindful of the common area. Although the community has always maintained a "lenient" approach to this rule, we are receiving numerous complaints about excessive items on the common property.

**(h)** Feeding Wildlife: Feeding the birds can be an enjoyable and relaxing hobby. However, please be mindful that bird seed and other food sources will often attract creatures other than birds.

*MICE, RACCOONS, SQUIRRELS, DEER, CHIPMUNKS, RATS, GROUND HOGS, MOLES, AND VOLES* are some of the animals that may be attracted to your feeders, where you store your bird seed, or the other food sources you may have placed outside.

PLEASE PLACE YOUR SEED FEEDERS AWAY FROM THE BUILDING NEAR THE TREE LINE.

UNDER NO CIRCUMSTANCES SHOULD ANY FOOD PRODUCTS SUCH AS BREAD, FRUIT, PEANUTS, DOG OR CAT FOOD, ETC. BE PLACED NEAR THE BUILDING, DECKS OR PATIOS.

THIS IS AN INVITATION TO HAVING UNWANTED VISITORS CAUSING DAMAGE AND/OR ENTERING THE BUILDING.

Also, be sure you store bird seed in a tightly sealed metal container--- bags, containers and cans made of plastic are easily gnawed through!

**Remember, condominium living is community living. Be considerate of others. What you do does not just affect you---it affects all your neighbors as well!**

**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.

## **Section 6.** Maintenance

**(a)** Every homeowner must perform promptly all maintenance and repair work which, if omitted, would affect the community in its entirety or in a part belonging to other homeowners, or the building of

which the home forms a part, the homeowners being expressly responsible for the damages and liabilities that any failure to do so may engender.

**(b)** All repairs and maintenance to internal installations of the home located in and servicing only that home, such as telephones and sanitary installations shall be at the homeowner's expense.

#### **Section 7.** Alterations

**(a)** A homeowner may not make any alterations to the exterior of the home or any part of the common elements nor may any structure be built on any portion of the common elements or restricted common elements without the written consent of the Board of Managers.

**(b)** No alterations to the inside of a home which would impair the structural soundness of the building may be made without the written consent of the Board of Managers. Consent may be requested by mailing a letter, certified mail, return receipt requested to the President of the Board of Managers. The Board of Managers shall have the obligation to answer within sixty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. This paragraph shall not apply to Sponsor.

**(c)** Homeowners shall request permission for alterations listed on the Condominium web site which include but are not limited to windows, decks, and patios. Appropriate forms and documentation must be submitted to the Board prior to the start of any work. After approval by the Board of Managers, the homeowner must follow all guidelines listed on the web site. Failure to comply with these procedures may result in a fine. Privacy Fences are permitted, please refer to the website for guidelines. You must SUBMIT the approval form.

#### **Section 8.** General exterior rules

**(a)** No resident of the community shall post nor permit to be posted any advertisement, poster, or sign of any kind (including "For Sale" or "For Rent" signs) in or on the community except as authorized by the Board of Managers.

**(b)** It is prohibited to hang garments, rugs, etc., from the windows or from the building or to string clothesline on or over the common elements or to use any of the common elements for storage purposes.

**(c)** No homeowner shall paint the exterior surfaces of the windows, walls or doors opening out of his home.

**(d)** Homeowners shall properly dispose of all refuse INTO garbage and recycling containers with secure lids to prevent litter.

**(e)** Discarded perishable food items, dead plants/flowers and their containers, as well as garden debris should all be disposed of in your garbage, not left on the ground or thrown in the wooded areas.

**(f)** When disposing of larger household items such as furniture, homeowners are required to contact the Carting Company to request a pickup. Contact information is available through the Board of Managers.

#### **Section 9.** Vehicles

**(a)** No boat, trailer, camper, bus, or truck shall be parked overnight on the property without prior written approval from the Board of Managers.

**(b)** No vehicle of any type with commercial plates shall be parked anywhere within the Condominium overnight.

**(c)** Guests will utilize either the parking spaces allocated for guest parking or the residents' allocated spaces. It is the homeowner's responsibility to advise guests where to park. Please instruct your guests/visitors/contractors that they should NOT park along the road, on the grass, or in the wooded island areas as there are now sprinkler heads located along those areas.

**(d)** Under NO circumstances will any vehicle be parked on any roadway other than in designated parking areas.

**(e)** No person(s) shall park a vehicle or otherwise obstruct any resident's use of or ingress or egress to any parking space or driveway.

**(f)** Driving speed within the Condominium is limited to 15 miles per hour.

**(g)** No repair of motor vehicles shall be made on any of the roadways parking areas or other common areas of the Condominium, nor shall such areas be used for storage or parking of any boat, trailer, camper, bus, truck, or commercial vehicle except with permission of the Board of Managers. Any such parking shall be subject, in addition, to any restriction due to zoning or local ordinance requirements.

**(h)** Under NO circumstances are ANY vehicles permitted to PARK or DRIVE on ANY nonpaved areas. No vehicles are allowed to drive around a building to access the backyard.

**Section 10.** It is the responsibility of each resident to follow the rules and regulations of the community.

**(a)** If non-compliance is noted, a WRITTEN COMPLAINT/ DESCRIPTION of the violation MUST BE RECEIVED by the Board of Managers in order for the Board to investigate it and act on it. All complaints will be confidential and remain anonymous.

**(b)** Upon receipt by the President of the Board of Managers of a signed written complaint alleging violation of any of the House Rules as herein established or hereafter established or adopted by the Board of Managers, the President of the Board, or in his absence, the Vice President together with any two other members of the Board, without a formal meeting of the Board, shall decide as to the validity of the complaint. If in their determination the complaint is valid and justified the Board will send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a \$100.00 fine upon the violator; such fine is to be considered as an additional common charge to the account of the violator. If

the violation is not corrected or eliminated, the Board of Managers may assess additional fines of \$100.00 each after serving written notice upon the violator as provided for above. If the violation results in loss or damage to property classified as common area, the Board of Managers shall have said loss or damage repaired or replaced. The actual cost of said repair or replacement shall be assessed to said violators as an additional common charge.

**(c)** All Common Charge Accounts must be CURRENT to avoid any late fees. Any outstanding balance on your common charge account due to lack of common charge payment, assessment, and/or fines will result in a \$50.00 late fee, charged each month until the balance is paid in full. In addition, interest of 1.3 % will incur on any balances after 60 days.

**(d)** Payments: For the Condominium to meet its financial obligations, payments are applied in the following order:

- Monthly assessment
- Past due assessment
- Monthly common charges
- Past due common charges
- Late fees and fines
- Remaining assessment until paid in full
- Future common charges

Homeowners may not designate where their payment is applied.

**(e)** In the event the Board or CPA needs to notify you via certified letter due to late or outstanding common charges, fines, and/or violations, you will be responsible for the cost of the mailings. Your common charge account will be billed back, upon each occurrence.

**(f)** Returned Check Fee = \$75.00. If for any reason your bank returns your personal check (insufficient funds, closed account, refer to maker, etc.) your account will be charged a \$75.00 Returned Check Fee. Certified Check or Money Order will only be the accepted forms of payment once we have received two returned checks from any one homeowner.

**(g)** If you use the opt-in form of payment with Rost & Co. and your payment is “reversed” or “not funded” by your bank, your opt-in privileges with Rost & Co. will be revoked. Payments must then be made with a certified check or money order and mailed to Rost & Co.

**(h)** Paperwork Processing Fees: Home Sales, to be paid by purchaser, = \$350; Refinancing = \$325; Annual Rental Fee = \$125; Rental Agreements = \$315.00.

**(i)** Non-Refundable Pet Deposit Fee of \$250.00 for rental units. RENTAL TWO PET LIMIT/HOUSEHOLD.

**(j)** Selling your home: There are numerous items the Condominium requires before you can go to closing and the Board wants to assure it goes smoothly. To reduce the number of emails the board will only give or receive information from the homeowner. Any real estate agents or lawyers need to funnel all their requests through you. The following items are needed for closing:

Cobbleridge Closing Requirements/Information

Common Charges will need to be paid through the month of closing.

Any special assessments must be PAID IN FULL prior to closing.

A letter of representation from the Attorney representing the Seller.

Payment Processing Fee for Home Sales - \$350.00 made payable to: Cobbleridge Condominium, either Certified Check or Money Order, paid by Purchaser, Mail to Cobbleridge Condominium, PO Box 794, Manorville, NY 11949. This fee is due from the purchaser **before** any condominium questionnaire/mortgage paperwork is filled out. Once that fee is received, paperwork requests will be processed by the condominium.

Emergency Contact Form completed by purchaser and returned to either the condo PO Box or the condo email address.

CO Detector Form completed by purchaser and returned to the condo PO Box or the condo email address after the purchaser has taken possession of the unit.

Copy of the Contract of Sale showing the Purchase Price.

Letter from the Sellers Attorney requesting the Common Charge Release Letter, which must include the following information:

- Sellers full name and address
- Sellers forwarding address
- Purchasers full name, phone number & email address
- Selling Price
- Actual Closing Date

There are currently no Reserve Contributions due from the Purchaser at the time of Closing.

**(k)** Emails sent to the Board will be monitored Monday through Friday, 9am to 5pm, and answered within two business days as responses to emails need to be discussed by the Board before they can be sent.

**(l)** Emails or letters are the best forms of communication as they document your requests or concerns in writing and create an accurate record so the Board can work on a solution.

**(m)** Deadline dates: Please be sure to read Board emails carefully. Deadline dates for a service are sometimes needed to facilitate a quick resolution of the task. Requests for a service after a deadline has passed will not be honored.

**(n)** Board members are homeowners who have volunteered to serve the community. Please be respectful of Board members and do not visit their homes or call their home/cell phones to communicate any concerns or complaints as this is an infringement on their privacy.

House Rules Revised and approved: January 31, 2024



## **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, 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 thirty (30) days of its due date, said sum shall bear interest at the maximum amount permitted by the State of New York 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.

## **ARTICLE X. AMENDMENTS**

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 the proposed amendment; (2) that the amendment shall be approved by eighty percent (80%) 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 Owners' interest and the interests of holders of a mortgage encumbering a Home or Homes. 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 the proposed amendment; (2) that the amendment shall be approved by eighty percent (80%) 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 Owners' 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 for:

a. The restrictions set forth in the Home Owners' second mortgages held by the New York State Affordable Housing corporation ("AHC"); and,

b. The reverter of title provisions set forth in the Declaration of Covenants, Restrictions and Conditions Subsequent recorded in the Suffolk County Clerk's Office; and,

c. Rules and regulations as may, from time to time, be duly adopted by the Board of Managers regarding the renting and leasing of Homes; and,

d. Except that no Home Owner shall convey, mortgage, pledge, hypothecate, sell, lease or rent 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 be 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 Owner shall not be liable for any common charges thereafter accruing against such Home. Any sale, lease or rental of any Home in violation of this section shall be voidable at the election of the Board of Managers. The provisions of this Section 1. Shall not apply to the acquisition, sale, rental or lease of a Home by a mortgagee who shall acquire title to such Home by foreclosure or by deed in lieu of foreclosure. The provisions of this Section 1. 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

(This is the removed section from the original By-Laws)

**(Section 1. Selling and Leasing Homes** - Any Home may be conveyed or leased by its Home Owner free of any restrictions except for the restrictions set forth in the Home Owners' second mortgages held by the New York State Affordable Housing Corporation ("AHC") and the reverter of title provisions set forth in the Declaration of Covenants, Restrictions and Conditions Subsequent recorded in the Suffolk County Clerk's Office and 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 Owner 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 mortgagees. Whenever the term "Home" is referred to in this Section, it shall include the Home, the Home Owners undivided interest in the common elements and the Home Owners 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, mortgage company, savings or commercial bank, life insurance company, mortgage 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 or in participation with one of the above institutions.

**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 \$50,000 and to the Board of Managers if the award is \$50,000 or less, to be distributed in accordance with Section 3 of 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 interest appurtenant to the Homes owned by such Home Owners.

(b) So much of the award as is applicable to irrevocably restricted common elements to the Home Owner having general use of such common element. 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 such allocation shall be submitted to the 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 be or become unenforceable at law in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

**Section 3. Notice to 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 and 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 of the Declaration, whichever the case may be, shall Control.