

AMENDED AND RESTATED BY-LAWS  
OF  
CAPTAIN'S WALK OF WEST BAY SHORE  
HOME OWNERS ASSOCIATION, INC.  
Effective September 13, 2018

A New York Not-for-Profit Corporation

ARTICLE I. NAME, LOCATION AND PRINCIPAL OFFICE

These are the By-Laws of Captain's Walk of West Bay Shore Home Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at Shore Road, West Bay Shore, County of Suffolk and State of New York.

ARTICLE II. DEFINITIONS

The following words when used in these By-Laws shall, unless the context otherwise prohibits, have the meanings set forth below:

- (a) "Association" shall mean and refer to Captain's Walk of West Bay Shore Home Owners Association, Inc., a New York Not-for-profit Corporation.
- (b) "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens, and the Amendments thereto and collectively the "Declarations", applicable to The Properties recorded among the land records in the Clerk of the County of Suffolk, New York on September 2, 1986.
- (c) "The Properties" shall mean and refer to all those areas of land described in and subject to the Declaration.
- (d) "Lot" shall mean and refer to any plot of land intended and subdivided for residential uses shown on the subdivision map of the Properties but shall not include the Common Areas as herein defined.
- (e) "Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article VI.
- (f) "Home" shall mean and refer to all units of residential housing situated upon lots located on The Properties.
- (g) "Owner" shall mean and refer to the record owner of fee simple title to any Home, including the Developer with respect to an unsold Home. Every Home Owner shall be treated for all purposes as a single owner for each Home held, irrespective of whether such ownership is joint, in common or tenancy by the entirety, majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.

(h) "Common Properties" or "Common Areas" shall mean and refer to certain areas of land other than individual Lots as shown on the filed subdivision map and intended to be devoted to the common use and enjoyment of the owners of the Properties.

(i) "Development" shall mean Captain's Walk, a 26 home development being constructed on The Properties.

### ARTICLE III. PURPOSE

This Association is formed to own, operate and maintain the Common Properties and to provide for certain exterior maintenance of the Homes for the benefit of the members of the Association.

### ARTICLE IV. APPLICABILITY

All present and future Members shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members

### ARTICLE V. USE OF FACILITIES

The Common Properties shall be limited to the use of the Members and their guests. In the event that a Member shall lease or permit another to occupy his Home, however, the lessee or occupant shall, at the option of the Member, be permitted to enjoy the use of the Common Properties in lieu of and subject to the same restrictions and limitations as said Member. *However, both the Member and the Lessee may not use the facilities at the same time.* Any Member, lessee or occupant entitled to the use of the Association facilities may extend such privileges to members of his family residing in his household by notifying the Secretary in writing of the names of any such persons and of the relationship of such Member lessee or occupant to such persons.

### ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Association shall have one class of membership interest as follows:

The Owner of each Home on The Properties shall be a member whether such Home is a ranch, townhouse or any other type of residential dwelling unit and whether such ownership is joint, in common tenancy by the entirety. Each member is entitled to one vote for each home in which they hold a membership interest. When more than one person or entity holds such interest in any Home, the One vote attributable to such home shall be exercised as such persons mutually determine. No member shall split or divide its votes on any motion, resolution or ballot.

### ARTICLE VII. QUORUM. PROXIES AND WAIVERS

Section 1. Quorum. So many Members as shall represent at least 51% of the total authorized votes of all Members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, by the Declaration, the Certificate of Incorporation of the Association or by these by-laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Members entitled to vote thereat,

present in person or represented by written proxy, shall have the power to adjourn the meeting. At least 5 days written notice of such adjourned meeting shall be given to all Members. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called.

Section 2. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members, unless the question is one upon which by express provision of the Statute, Declaration, Certificate of Incorporation or of these by-laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 3. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 4. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 5. Waiver and Consent. Wherever the vote of the membership at a meeting is required or permitted by Statute or by any provision of the Declaration, Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members 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 6. Place of Meeting. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

Section 7. Annual Meetings. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meetings there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VIII of these by-laws. The Members may also transact such other business as may properly come before the meeting.

Section 8. Special Meetings. It shall be the duty of the President to call a special meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the Members.

Section 9. 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 Member at least ten but not more than thirty days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws under Article X Section 1 shall be considered notice served.

Section 10. Order of Business. The order of business at all meetings 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) Appointment of inspectors of election (in the event there is an election)
- (g) Election of Directors (in the event there is an election)
- (h) Unfinished business
- (i) New business

## ARTICLE VIII. BOARD OF DIRECTORS

Section 1. Number and term. The number of Directors which shall constitute the whole Board shall not be less than three, and not more than five. At all annual meetings the Members shall vote for and elect Directors whose terms have expired. Directors shall serve two year terms and the Board should allow for at least two but not more than three Directors' terms to expire in each year. Those Directors whose terms are expiring shall be designated by the Secretary within the Notice of the Annual Meeting sent in accordance with Article VII Section 9. All directors must be a Member of the Association in good standing. As required by law, each Director shall be at least twenty-one years of age.

Section 2. Voting. In an election of Directors, each Member shall be entitled to one vote per membership.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor, who shall hold office for the un-expired term in respect of which such vacancy occurred and until his successor is duly elected at the next annual meeting.

Section 4. Removal. Directors may be removed for cause by an affirmative vote of a majority of the Members. No Director shall continue to serve on the Board if, during his term of office, he shall cease to be a Member.

### Section 5. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not prohibited by Statute, Declaration, Certificate of Incorporation or by these by-laws, directed or required to be exercised or done by the Members or Owners personally. These powers shall specifically include, but not be limited to the following:

1. To determine and levy monthly assessments ("Association assessments") to cover the cost of operating and maintaining the Properties payable in advance. The Board

of Directors may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses.

2. To collect, use and expend the assessments collected to maintain, care for and preserve the common areas including roads, sidewalks, parking areas, pool, pool area, landscaping and painting of the exterior of the Homes on The Properties.

3. To make repairs, restore or alter the Common Properties after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.

5. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the house rules or rules and regulations herein referred to.

6. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such rules and all amendments to each Member. Such rules and regulations may without limiting the foregoing include reasonable limitations on the use of the Common Properties by guests of the Members as well as reasonable admission and other fees for such use.

7. To employ workmen, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance and other services and generally to have the power of Directors in connection with the matters herein above set forth.

8. To bring and defend actions by or against one or more Members and pertinent to the operation of the Association and to assess special assessments to pay the cost of such litigation.

9. To hire a Managing Agent to perform and exercise the powers of the Board of Directors in the management of the Development.

(b) The Board of Directors 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) Directors or Members, one of whom shall be a Director, which, to the extent provided in said resolution or resolutions, may provide advice and recommendations to the Board of Directors. 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 Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services.

Section 7. Meetings.

(a) The first meeting of each Board newly elected by the Members 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 Directors shall be held at the same place as the annual meeting of Association Members 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. Notice of the annual meeting should be sent to all Members by mail or email 30 days prior to the annual meeting.

(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 Director either personally or by telephone or email. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

(d) At all meetings of the Board, sixty-six and 2/3% (66 2/3%) of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, 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 meeting of Directors, the Directors 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 Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Financial Statements. The Board of Directors shall annually furnish to all Members, no later than June 30<sup>th</sup> the financial statements of the Association for the prior calendar year, reviewed by an independent public accountant. At the annual meeting and when called for by a vote of the members at any special meeting of the Members, a full and clear statement of the current business conditions and affairs of the Association including a balance sheet and profit and loss statement shall be presented to the Members.

Section 9. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

## ARTICLE IX. OFFICERS

Section 1. Elective Officers. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors 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 either members of the Board of Directors, Members of the Association, or lessees or occupants entitled to the use of the Properties in lieu of the Member renting or permitting them to occupy the Home in which they reside. Two or more offices may not be held by the same person.

Section 2. Election. The Board of Directors, at its first meeting after each annual meeting of Association Members, 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 for a period of one year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Association Members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, 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 corporation organized under the Not-for-Profit 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 corporation organized under the Not-for-Profit 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 meetings of Association Members 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 meetings of Association Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and

disbursements in books belonging to the Association including the vouchers for such disbursements, and shall deposit all monies, and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. These duties may also be exercised by the Managing Agent, if any. However, such Management Agent shall not replace the Treasurer.

He shall disburse the funds of the Association as he may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Directors, 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 Association.

He shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which among other things, shall contain the amount of each assessment, the date when due, the amount 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 Directors.

## ARTICLE X. NOTICES

Section 1. Definitions. Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Directors or to any Director or Association Member, 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 Directors, such Director or Member at such address as appears on the books of the Association.

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 XI. ASSESSMENTS AND FINANCES

Section 1. Creation of the Lien and Personal Obligation of Assessments. The creation of the lien and personal obligation of assessments is governed by Section 1 of Article VI of the Declaration.

Section 2. Purpose of Assessments. The purpose of assessments is as specified in Section 2 of Article VI of the Declaration.

Section 3. Basis of Assessments. The basis of the assessments is as specified in Section 3 of Article VI of the Declaration.

Section 4. Date of Commencement of Assessments: Due Dates. The date of commencement and the due dates of assessments are as specified in Section 4 of Article VI of the Declaration.



Section 5. Effect of Non-Payment of Assessment: Remedies of the Association. The effect of non-payment of assessments and the remedies of the Association shall be as specified in Section 5 of Article VI of the Declaration.

Section 6. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated pursuant to the provisions of Section 5 of Article VI of the Declaration.

Section 7. Checks. All checks or demands for money and notes of the Association 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 Directors may from time to time designate.

Section 8. 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 members. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterment, maintenance and other operating expenses of the community.

Section 9. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

## ARTICLE XII. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called meeting of Association Members provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of sixty six and two thirds percent (66 2/3%) of the Members. No amendment, however, shall affect or impair the validity or priority of the Members' interests and the interests of holders of a mortgage encumbering a Member's Home.

## ARTICLE XIII. SELLING, LEASING AND GIFTS OF HOMES

Section 1. Selling of Homes. Any Home may be conveyed to a Member free of any restrictions except that shall convey, mortgage, pledge, hypothecate or sell unless and until all unpaid Association expenses against the Home shall have been paid as directed by the Directors. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a Home, or by the Grantee. Upon the written request of a Member or his mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for the issuance of such charge may be made by the Board for the insurance of such statements.

The provisions of this section shall not apply to the acquisition of a home by a mortgagee who shall acquire title to such home by foreclosure or by deed in lieu of foreclosure. In such event the unpaid assessments against the home which were assessed and became due prior to the acquisition of title to such home and by the mortgagee shall be deemed waived by the Association and shall be charged to all other members of the Association as a common expense.

Such provisions shall, however, apply to any assessments which are assessed and become due after the acquisition of title to such home by the mortgagee and to any purchaser from such mortgagee.

Whenever the term "Home" is referred to in this Section, it shall include the Home, the Member's interest in the Association and the Member's interest in any Homes acquired by the Association.

Section 1(a). Leasing Homes. With respect to all leases of homes entered into subsequent to the effective date of this Section 1(a), the Association, by its Board of Directors, shall have the right to bring a proceeding against the tenant(s) of any Member for the purpose of evicting said tenant(s) from the Member's Association Home as the result of any violation of the Declarations, By-Laws and/or Rules and Regulations of the Association. By leasing an Association Home, both its owner and tenant(s) shall be deemed to have authorized the Board of Directors of the Association to commence a proceeding for such purpose as if expressly authorized by Article 7 of the New York State Real Property Actions and Proceedings Law.

Section 2. Gifts, etc. Any Member 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.

Section 3. Leasing Home. No home may be leased unless and until the Owner of the Home has resided in the unit for a minimum of three consecutive years. No member may lease a home for more than one year during the Member's ownership of the Home. Any Members who are leasing a Home at the time this amendment is approved shall be allowed to lease for the remainder of the current lease term but may not lease the home beyond the ***termination of that lease***. No Home may be leased by a Member until all unpaid Association expenses assessed against the Home shall have been paid as directed by the Board of Directors. Upon the written request of a Member, the Board or designee shall furnish a written statement of the unpaid charges due from such Member, which shall be conclusive evidence as the payment of amounts assessed prior to the date of statement, but listed thereon. A reasonable charge may be made by the Board for the issuance of such statement.

A Home may not be leased by its Homeowner, except in compliance with the conditions and restrictions set forth hereinafter. Any lease of a home in violation of this Section shall be voidable at the election of the Board of Directors. All leasing of of Homes shall be subject to the following provisions:

- (a) All leases of premises are restricted to families and household staff and may not include a total or more than four (4) people, except that not more than two (2) unrelated by marriage, blood or legal adoption shall be considered a family. Exceptions of up to six (6) persons may be granted by the Board of Directors.
- (b) Each lease shall be in a form acceptable to the Board of Directors. Simultaneous with the submission of the lease for approval by the Board of Directors, the Landlord/Member shall pay to the Association the sum of \$5,000.00 or 25% of the

first year's rental to be paid pursuant to the proposed lease, whichever amount is greater.

- (c) This sum shall be maintained in a separate account by the Captain's Walk at West Bay Shore Homeowners Association, Inc., designated a "common area protective security deposit account".
- (d) In the event a bill or statement is rendered for common area damages or fines for violation of rules on the use of common properties, and such bill remains unpaid for more than thirty (30) days after the receipt of said bill by the Homeowner, then the Captain's Walk of West Bay Shore Homeowners Association, Inc., is hereby authorized and directed, without further notice, to apply such sums up to the full amount thereof on account of such unpaid common area damages and fines.
- (e) The use of such funds for the payment of such charges shall not relieve the Homeowner of the responsibility for the payment of the balance of future accruing charges.
- (f) In the event this fund shall be depleted for the reasons set forth herein, then the homeowner shall be required to replenish such fund under the same conditions as required for the payment of regular monthly association fees.
- (g) A failure to pay such security deposit shall be deemed to be governed by the same conditions required for the payment of regular monthly Association fees.
- (h) At the termination of the lease, the common area protective security deposit will be returned to the Homeowner, after all adjustments for damages and fines have been accounted for, within ten days of receipt by the Board of Directors of written notice from the Homeowner that the tenant has vacated the Home and due proof the lease is terminated.
- (i) Such lease shall specifically provide that the conditions imposed herein may be enforced by the Homeowners Association directly against the Member and/or tenant without the necessity of joining either of them in such action.
- (j) Prior to the execution of any lease, all prospective tenants, whether produced by the Homeowner or the broker, shall be interviewed and the terms of the lease reviewed by the designated managing agent on behalf of the Board of Directors prior to the issuance of a lease. However, the Board of Directors under text, shall promptly review the terms of this lease and interview the tenant, within 15 days after submission of the lease and the tenant and a failure to give written approval or rejection within such period, shall automatically be deemed an approval of such tenant without further action.
- (k) All leases shall be restricted to a term of one (1) year, except with prior approval of the Board of Directors.
- (l) All leases shall specifically provide that the lease including the Member's right to use the "common areas" of Captain's Walk at West Bay Shore Homeowners Association, Inc. and the tenant may use any part of the common areas at any time during the term

of the lease, provided such use in accordance with the terms of the By-Laws, Covenants and Restrictions.

- (m) Any such lease shall be in all respects subject to the Declarations and By-Laws of Captains Walk of West Bay Shore Homeowners Association, Inc.
- (n) The Board of Directors of Captain's Walk of West Bay Shore Homeowners Association, Inc., expressly assert a claim to all common area protective security deposits to be set-off against any damage to the common properties of Captains Walk of West Bay Shore Homeowners Association, Inc., and any penalties or fines assessed by its Board of Directors in connection with the use of the property by tenants.
- (o) The tenant covenants that no pets will be brought into any part of Captain's Walk at West Bay Shore Homeowners Association, Inc., by the tenant or by any guest of the tenant at any time during the term of the lease.
- (p) The tenant expressly agrees to accompany and supervise any child under the age of twelve (12) years while any such child is using the swimming pool.

#### ARTICLE XIV. GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. Seal. The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the State of New York. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 3. Architectural Control. No building, fence, wall, statuary or other structure, or change in landscaping (except in the rear patio areas adjacent to each townhouse) shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event the Board, or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been duly complied with. As set forth in Article VIII, Section 7(d) of these By-Laws, a two-thirds majority of the Board of Directors or Architectural Committee shall be required for approval of any addition, change, or alteration.

Section 4. Examination of Books and Records. Each Member, or their respective representatives and first mortgagees, shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to its Board of Directors. The Declaration, Certification of Incorporation and the By-Laws of the Association shall be available for inspection by any Member or first mortgagee at the principal office of the Association.

Section 5. Construction. Whenever 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, whenever the context so required.

In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate shall control; and in the case of any conflict between the Declaration and these by-laws, the Declaration shall control.

Section 6. Severability. Should any of the covenants, terms or provisions herein imposed be 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.