

KIMRY MOOR HOMEOWNERS ASSOCIATION

BY-LAWS

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KIMRY MOOR HOMEOWNERS' ASSOCIATION, LTD.**Table of Contents**

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KIMRY MOOR HOMEOWNERS' ASSOCIATION, LTD.**ARTICLE I Definitions**

- Section 01:** "**Association**" shall mean and refer to KIMRY MOOR HOMEOWNERS ASSOCIATION, LTD.
- Section 02:** "**The Properties**" shall mean and refer to all properties, including Lots, Units and Common Areas, described in and subject to a certain Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter referred to as the Declaration) made by KIMRY MOOR HOMEOWNERS ASSOCIATION, LTD.
- Section 03:** "**Common Areas**" shall mean and refer to those areas of land, including the facilities constructed thereon, shown on any subdivision map of The Properties or by any other means so designated but specifically excluding "Lots" and any "units" erected thereon. Such areas are intended to be devoted to the common use and enjoyment by the Members of the Association as herein defined and are not dedicated for use by the public.
- Section 04:** "**Lot**" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon the recorded subdivision maps of The Properties, but shall not include the Common Areas as herein defined.
- Section 05:** "**Unit**" shall mean a Single-family residence built upon a Lot as shown on the sub-division maps of the Properties. Specifically excluding the Clubhouse and the Common Areas.
- Section 06:** "**Owner**" shall mean and refer to the owner, whether one or more persons or entities of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title prescient to foreclosure or any proceeding in lieu of foreclosure.
- Section 07:** "**Member**" shall mean and refer to all Owner(s) of Units and/or the following occupants of Units: parent(s) or children of Owner(s), and grantor(s) of trust or life tenant(s).
- Section 08:** "**Adult**" shall be defined as a person who is at least 21 years of age.
- Section 09:** "**Development**", "**Project**", and "**Community**", all shall mean and refer to KIMRY MOOR residential community.
- Section 10:** "**Declaration**" shall mean the DECLARATION OF Covenants, Restrictions, Easements, Changes and Liens made by Harry Poushter on November 29th, 1977, as amended.

ARTICLE II Offices

The principal office of the Association shall be in the Town of Manlius, Onondaga County, New York. The Association may also establish and have offices at such other place or places, within or without the State of New York, as may, from time to time, be designated by the Board of Directors.

ARTICLE III Seal

The Association shall have a seal with the name of the corporation, the year of its organization, the words "Corporate Seal" and the State of its incorporation thereon.

ARTICLE IV Membership and Voting Rights in the Association

Section 1: Membership.

Every person who is one of the following is deemed to be a "Member" of the Association, within the meaning of Article I, Section 7 of the Bylaws: Owner(s) of Units and/or occupants who are parent(s) or child(ren) of Owner(s), grantor(s) of trust(s) which is/are the record Owner of the Unit, including life tenant(s).

Section 2: Suspension of Membership.

The rights of membership are subject to the payment of the annual assessment and any special assessments lawfully levied by the Association. The obligation of assessments is imposed against the Owner(s) of each Unit and becomes a lien upon the property against which such assessments are made, as provided by Article IV, Sections 2, 3, and 4 of the Declaration.

- A. The Board of Directors may suspend the right of all Members and occupants of a Unit to use the Association's facilities, for any period during which there is a default in payment of any annual or special assessment lawfully levied by the Association.
- B. The rights of a Member or occupant may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Areas and facilities.
- C. The right of a Member or occupant to ingress and egress over the roads in the Community may not be suspended.

Section 3: Voting Rights.

- A. Any Owner, except a mortgagee or subsequent holders of a mortgage whether such mortgagee or hold has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure, shall be entitled to vote.
- B. Each Unit shall be entitled to only one vote.
- C. When more than one person or entity holds an ownership interest in any Unit, the vote attributable to such Unit shall be exercised as such Owners mutually agree, but in no event shall more than one vote be cast with respect to any Unit. In the event of a conflict between the Owners of a Unit, the Board of Directors shall decide who will cast the vote for the Unit.

ARTICLE V Meetings of Members**Section 1: Place of Meetings.**

All meetings of Members shall be held either at the principal office of the Association, or at such other place or places as may, from time to time, be designated by the Board of Directors and as may be permitted by law.

Section 2: Time and Agenda of Annual Meeting.

The annual meeting of the Members shall be held in September on a day and at such time as may be fixed by the Board of Directors.

- A. The annual membership meeting must be held on a day separate from any meeting of the Board of Directors.
- B. The President will distribute the agenda of the meeting to the Members prior to the meeting.
- C. The agenda will include written reports by the officers of the Association (if available) and written reports by the chairs of all committees.
- D. These reports will summarize the accomplishments and proposals of the committee for the current year to date, including expenditures and will be submitted to the Secretary of the Association for its archives.
- E. The agenda will include a list of the current members of the Board of Directors including the date when the current term is completed, and the number of the term presently served.
- F. The agenda will include the election of new board members.

Section 3: Special Meetings.

- A. Special meetings of the Members shall be held whenever called by the President or by a majority of the Board of Directors or whenever owners of twenty-one (21) of the Units submit a request, in writing, to the Secretary of the Association stating the purpose of the desired meeting.
- B. Appropriate notice of such Special Meeting, as set forth in Section 4, shall be given the Membership. Business transacted at all Special Meetings shall be limited to those matters listed in the Notice.

Section 4: Notice of Members' Annual or Special Meetings.

- A. Notice of all Members meetings, stating the place, date and hour of the meeting and the purpose of the meeting, shall be given by an officer of the Association or by one or more Owners.
- B. Such notice shall be delivered by personal delivery to an adult occupant of the Unit, by first class mail or by email, not less than ten (10), nor more than fifty (50) days prior to the date of the meeting.
- C. The notice shall be addressed to each Owner at his/her address as it appears on the books of the Association unless such Owner shall have filed with the Secretary of the Association a written request that notices be mailed to a different address.
- D. If an Owner of record is not an occupant of the Unit, upon request, the Secretary shall send duplicate notices to the Owner and the occupant(s).

Section 5: Waiver of Notice of Annual or Special Meeting.

- A. Whenever a notice is required according to the By-Laws, the Declaration, the Certificate of Incorporation of this Association, or any applicable laws of the State of New York, the Owner may waive said notice by a written waiver.
- B. Attendance by an Owner entitled to cast a vote for the Unit, without protest, at any Meeting of the Membership shall be deemed to be a waiver of the notice requirement.

Section 6: Quorum and Required Vote of Owners at an Annual or Special Meeting.

- A. Except as hereinafter provided or as otherwise provided by law, at any meeting of the Owners, annual or special, the Owners of twenty-one (21) Units, in person, by proxy, or via video call or cell phone shall constitute a quorum for the transaction of business; but a lesser number may adjourn a meeting, from time to time, until a quorum is obtained.
- B. Written notice of adjournment shall be given to all Owners of Record, who were not present at the adjourned meeting and who have not waived their right to notice. The adjourned date shall be announced at the meeting being adjourned.
- C. Directors shall not be elected at an adjourned meeting unless all Owners shall have been given written notice of such adjourned meeting date as provided in Section 4.
- D. When a quorum is present at any meeting, two-thirds (2/3) of the votes cast by Owners who are present at the meeting and entitled to vote, in person, by proxy or via video call or cell phone, shall decide any question brought before such meeting, unless such question is one which by express provision of law, the Declaration, the Certificate of Incorporation or these By-Laws, requires a larger or different vote.
- E. The vote may be cast by a show of hands of those present, in attendance via video call or cell phone or by those submitting proxies on the issue under consideration.
- F. Any Owner may request a secret, written ballot and if most of the owners attending the meeting ("in person", via video call or by cell phone,) concur, the voting shall be by secret written ballot or vocal confirmation by Owners attending by video call or by cell phone.

Section 7: Proxy Vote at Annual or Special Meeting.

Owners entitled to cast a vote for a Unit may vote at any meeting, either in person or by written proxy filed with the Secretary of the Association at least twenty-four (24) hours prior to the start of the meeting.

- A. Unless revoked, such proxies shall entitle the holder thereof to vote at any adjournment of the meeting.
- B. Every proxy shall be revocable and shall automatically cease upon conveyance of the Unit to a new Owner.

Section 8: Record Date of Annual or Special Meeting.

- A. For determining the Owners entitled to notice or to cast a vote for a Unit, at any meeting of Owners or adjournment thereof, the Board of Directors may fix a date as the record date for any such determination of Owners.
- B. Such date shall not be more than sixty (60) days prior to the date of such meeting.

ARTICLE VI Board of Directors:
Nomination, Election and Term of Office

Section 1: Number of Directors.

- A. The affairs of the Association shall be managed by a Board of Directors comprised of nine (9) Directors, who are Members of the Association.
- B. No more than one (1) Member from a Unit may serve as a director at any one time.

Section 2: Nomination of Directors.

- A. Nominations for election to the Board of Directors shall be made by the Nominating Committee, appointed as hereinafter provided in Article XI, Section 2.
- B. Nominations for election to the Board of Directors may also be made in writing, signed by at least five (5) Owners, entitled to cast votes for Units, together with the written acceptance of the proposed nominee.
 - 1. Nominations made by the Nominating Committee must be received by the Secretary of the Association at least thirty (30) days prior to the date of the annual meeting at which the election is to be held.
 - 2. If the Nominating Committee fails to furnish the Secretary with a list of nominees at least twenty-five (25) days prior to the date of the election, the President may nominate Members to run for any vacancies in the Board of Directors. Any nominations by the President shall be furnished to the Secretary of the Association, at least twenty-five (25) days prior to the date of election.
 - 3. At least twenty (20) days prior to the date of election, the Secretary of the Association shall send written notice to all Owners of Record of the date of the meeting and the names of all nominees.

4. Written nomination(s) by a minimum of five (5) Members, entitled to vote and accompanied by a written acceptance by the nominee, shall be served upon the Secretary of the Association, in writing, at least seventeen (17) days prior to the to the date of election.
5. The Secretary shall notify all Owners of record, in writing, of any nominations by Owners of record, at least twelve (12) days prior to the date of election. Nominations may not be made in any other manner.

Section 3: Election of Directors and Term of Office.

- A. At each Annual Meeting, the Owners shall elect the number of Directors required to have a complete rotation of the Board every three (3) years.
- B. Full terms for Directors shall be three (3) years, however, if complete rotation of the Board every three (3) years necessitates a term shorter than three (3) years, a Director may be elected for such shorter term which shall not be deemed to be a "full" term.
- C. In the event a Member is appointed to complete the term of a Director who did not or could not complete his/her term of office, the term of the replacement Director shall end on the last day of the replaced Director's term.
- D. No Director shall serve more than two (2) successive "full" terms.
- E. Election to the Board of Directors shall be by written ballot. At such election Owners entitled to vote or their proxies, may cast one vote for each vacancy.
- F. Cumulative voting is not permitted.
- G. The persons receiving the largest number of votes shall be elected.
- H. If the number of nominees equals the number of vacancies, any Owner entitled to vote, may move for election of the slate of nominees by acclamation.

Section 4: Resignation or Removal of Directors.

- A. Any Director may be removed from the Board by a vote in favor of such removal, by forty-five (45) Owners entitled to vote.
- B. In the event of death, resignation or removal of a Director, his /her unexpired term shall be served by a successor appointed by the President of the Association with the approval of a majority of the remaining members of the Board.
- C. Any Director may resign at any time by sending written notice to the Secretary and President of the Association. Unless otherwise stated therein, such resignation shall take effect when received.
- D. Unless excused by written notification to the President or Vice-President, more than two (2) consecutive absences, or a total of three (3) absences during any calendar year from regular meetings of the Board of Directors, may constitute a termination, effective the date of the last unexcused absence.
- E. No Director shall continue to serve on the Board should his/her Unit be more than sixty (60) days delinquents in the payment of a regular or special assessment or any sum legally due the Association.
- F. If a director resigns or is unable to complete the term of office before the start of his or her term, the appointed Director will complete the term and the term will be considered a full term.

Section 5: Compensation of Directors.

No Director shall receive compensation for any service the Director may render to the Association. A Director may be reimbursed, at the discretion of the Board, for actual expenses incurred in the performance of his/her duties subject to the provisions of Article X, Sections 3 and 4.

Section 6: Insurance.

All Officers and Directors of the Association are to be provided with Errors and Omissions Insurance or similar coverage paid by the Association.

ARTICLE VII Meeting of Directors**Section 1: Regular Meetings.**

- A. Regular meetings of the Board of Directors shall be held at a place, and time as the Board of Directors may determine.
- B. Regular Meetings of the Board of Directors shall be open to all Members, whose conduct shall be subject to reasonable rules adopted by the Board of Directors. This provision shall not be amended as provided in Article IX Section 1 of the Declaration.
- C. Notice of the next regularly scheduled meeting of the Board of Directors shall be delivered to Member(s) as soon as possible after conclusion of the current regular meeting and shall also be posted in the Clubhouse.

Section 2: Special Meetings.

- A. Special meetings of the Board of Directors may be held at a time and place, called by the President, Vice-President, Treasurer, Secretary, or two Directors.
- B. Written notice of Special Meetings, stating the purpose, time, and place thereof, shall be sent to each Director's residence or place of business, no less than two (2) days before the meeting, or by delivering the same to him/her personally or by e-mail or fax at his/her residence or business address at least 24 hours prior to the scheduled time of the meeting.
- C. In case of emergency, the President may prescribe a shorter notice to be given personally or by e-mail or fax to each director at his/her residence or business address and posted in the Clubhouse. Such Special Meeting shall be held at such time and place stated in the notice.
- D. Absent Directors may waive Notice of a Special Meeting of the Board of Directors prior to or after the time of said Special Meeting. Absent Director(s) may also vote by proxy prior to the meeting.

- E. Members may attend Special Meetings of the Board of Directors, subject to reasonable rules adopted by the Directors.
- F. Except in case of emergency, notice of Special Meetings of the Board of Directors shall be posted at the Clubhouse.
- G. This provision shall not be amended as provided in Article IX, Section 1 of the Declaration.

Section 3: Organizational Meeting to Elect New Officers

An organizational meeting of the incoming Board of Directors shall be held prior to the end of the current calendar year to elect officers for the ensuing year. Only members of the incoming Board of Directors are entitled to attend the meeting.

Section 4: Quorum and Voting.

- A. A majority of the members of the Board of Directors whether present, in person by proxy or by video call or cell phone, shall constitute a quorum for the transaction of business at any Board meeting.
- B. In the absence of a quorum, the meeting will be adjourned.
- C. When a quorum is present at any meeting, a majority of the Directors present shall decide any question brought before such meeting, except as otherwise provided by law or by these By-Laws or the Declaration.
- D. The adjourned meeting may be held without further notice to those present at the original meeting, however, twenty-four (24) hour notice of the time and place of the meeting shall be tendered to all Directors who were not present in person or by proxy and who did not waive such notice.
- E. Notice of the time and place of an adjourned meeting shall be personally served upon the Directors in writing, or by e-mail, fax, or telephone communication.
- F. Directors may waive, in writing, notice of any regular or special meetings of the Board of Directors.

Section 5: Executive Board Sessions

Periodically the Board of Directors may encounter a problem of sufficient complexity or challenge that requires the board to discuss the matter at hand without HOA members in attendance. Such issues could involve legal matters, contract negotiations, personnel issues, or internal control issues. Executive Sessions should always be restricted to occasions when circumstances genuinely require it. The Executive Session should never be used to avoid discussion of difficult or emotionally challenging matters.

- A. An Executive Session shall be held whenever called for by one or more Board Members.

- B. Only Board Members shall attend the executive session, however, prior to the beginning of the Executive Session, an individual with specific information related to the matter at hand may be invited to speak.
- C. All information discussed in an Executive Session shall be considered confidential.
- D. Three days prior to the Executive Session, the Board Member who called the meeting shall electronically notify all Board Members of the purpose of the meeting, the time of the meeting and the agenda. The meeting can be held at the Clubhouse, via video call or cell phone. The three-day notice is waived if an Executive Session is required one or two days prior to the monthly membership meeting.
- E. Unless excused, all Board Members shall attend the Executive Session.
- F. No motion can be made or voted on at any Executive Session. Minutes of the session are not required. However, the minutes of the monthly membership meeting shall include a statement that the Board held an Executive Session. It should include the date of the session, time it began, and time ended.

ARTICLE VIII Powers and Duties of Directors

Section 1: Powers. The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the conduct of the Members, occupants, and their guests therein and establish penalties for infraction thereof.
- B. Exercise all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Certificate of Incorporation, or the Declaration.
- C. Employ a Property Manager, independent contractors or such other agents or employees as it deems necessary.
- D. Request an “Out-of-Cycle” Voting
 1. The Officers of the Board of Directors are responsible for initiating an “out-of-cycle” vote request.
 2. Any Board of Director member can request an “out-of-cycle” vote by submitting an E-mail to any Officer, providing detailed information.
 3. The preferred method for all “out-of-cycle” vote is via E-mail.
 4. After the vote, the Officer who initiated the vote must
 - a. Notify the Board members via E-mail of the results
 - b. Submit a report to the Secretary for inclusion in the Board minutes.
 5. All “out-of-cycle” votes, whether approved or disapproved by the Board of Directors, must be included in the Board minutes in the month in which the vote was taken.

Section 2: Duties. It shall be the duty of the Board of Directors to:

- A. Keep a complete record of all its acts and corporate affairs.
- B. Distribute minutes of regular and special meetings to the Members as soon as possible after to the next meeting, regular or special.
- C. Present to the Members at the Annual meeting the financial report for the preceding year in accordance with Section 519 of the Not-for-Profit Corporation Law together with the current year to date financial report.
- D. Supervise all officers, agents, and employees of this Association.
- E. Establish, levy, assess, and collect the assessments or charges referred to in Article IV, Sections 3 and 4 of the Declaration.
- F. Upon request by an Owner, issue a certificate setting forth the status of an assessment account. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- G. Procure and maintain adequate liability and casualty insurance on property owned by the Association.
- H. Pay taxes and assessments levied against the properties of the Association.
- I. Cause the Common Areas to be maintained.
- J. Perform such other acts as are necessary to reasonably run the affairs of the Association, maintain the property of the Association as outlined in the Declaration and By-Laws of the Association and to inform the Members of decisions and acts of Directors.
- K. Comply with the spending limitation provisions of Article X, Section 3 and 4.
- L. Approve the expenditures of the Association funds.

Section 3: Creation and Modification of Special Reserve Funds

- A. The Board of Directors may establish a reserve fund, as part of the operating budget, for any special purpose that requires the costs or obligations of funds. The Board must clearly state the purpose for which the funds will be used and may use such funds for only such purpose unless modified by the Board.
- B. The establishment of a fund requires an affirmative vote of seven (7) board members.
- C. The purpose of the fund may be amended after an affirmative vote of seven (7) board members.
- D. The fund may be terminated at any time and any monies remaining transferred into the general operating fund of the Association with the affirmative vote of seven (7) board members.
- E. The funds are not a special assessment as defined in Article IV, Section 5 of the Declaration.

ARTICLE IX Officers and Their Duties

Section 1: Officers.

- A. The officers of this Association shall be a President, Vice-President, Secretary and Treasurer, all of whom must be Directors.
- B. No person shall hold more than one office at any one time.

Section 2: Elections of Officers

- A. The officers of the Association shall be elected by the newly elected Board of Directors at the organizational meeting. Said meeting shall not be deemed a “regular meeting”.
- B. Only Members of the incoming Board of Directors are entitled to attend the meeting.
- C. The term of such newly elected Officers shall not commence until the following January 1st.

Section 3: Term of Officers.

- A. Each Officer shall hold office for a term of one year.
- B. A vacancy in any office caused by death, resignation, or removal shall be filled by appointment by the Board of Directors; the appointed officer shall serve until the next January 1st.
- C. The President and Vice-President may not hold the same respective office for a period exceeding three (3) consecutive years.

Section 4: Resignation and Removal of Officers.

- A. Any officer may be removed from office by the affirmative vote of seven (7) members of the Board.
- B. Any officer may resign by giving written notice to the President and to the Secretary; unless otherwise stated therein, such resignation shall take effect when received.

Section 5: Compensation of Officers.

No officer shall receive compensation for any service rendered to the Association; however, any officer may be reimbursed, at the discretion of the Board of Directors, for his/her actual expenses incurred in the performance of his/her duties, subject to the provisions of Article X, Section 4.

Section 6: Duties. The duties of the officers are as follows:

- A. **President**. He or she shall be the Chief Executive Officer of the Association, and, when present, shall preside at all meetings of the Members and the Board of Directors. The President shall perform such other duties as the Board of Directors shall designate.
- B. **Vice-President**. Except as specifically limited by vote of the Board of Directors, the Vice-President shall perform the duties and have the powers of the President during the absence or disability of the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors shall designate.

- C. **Secretary**. The Secretary shall attend all regular and special meetings of the Board of Directors and shall record or cause to be recorded all votes and save all the minutes of all proceedings.
1. The Secretary shall make and keep an index of all adopted resolutions and shall have charge of the corporate seal of the Association and such books, records and papers as the Board of Directors may prescribe.
 2. The Secretary shall affix the seal of the corporation to such papers as require it and shall prepare and cause to be filed such reports and statements as may be required by law.
 3. In the absence of the Secretary at any meeting, a substitute may be appointed by the President to perform these duties.
- D. **Treasurer**. The Treasurer, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, valuable papers, and documents of the Association, and shall have and exercise, under the supervision of the Board of Directors, all the powers and duties commonly incident to this office.
1. The Treasurer, or a person, firm or corporation designated by the Board of Directors, shall collect, and deposit all funds of the Association in such financial institution(s) as the Board of Directors shall designate.
 2. The Treasurer and/or the designee may endorse for deposit or collection all checks and notes payable to the corporation and shall disburse the funds of the Association as directed by resolution of the Board of Directors.
 3. Accurate books of account of the Association's transactions shall be kept under the supervision of the Treasurer. Said books of account shall be the property of the Association and, together with all the Association's property in the possession of The Treasurer or the designee, shall be subject, always, to the inspection and control of the Board of Directors.
 4. At each regular meeting of the Board of Directors, the Treasurer, or the designee, shall issue or cause to be issued, a statement of income and expense of the Association for the preceding month and year-to-date, together with a balance sheet as of the last day of the month preceding the date of the meeting of the Board of Directors.
 5. In the event a meeting of the Board is held at such time that the most current bank statements are not yet available, the latest available information shall suffice.
 6. The Treasurer, together with the President, shall supervise the preparation of an annual budget and a statement of income and expenditures to be transmitted to the Members. Refer also to Article XI, Section 10
 7. The Treasurer shall also cause to be prepared and filed the annual financial report of the Board of Directors required by Section 519 of the Not-For-Profit Corporation Law.

E. **Officers** shall be subject to the spending limitation provisions of Article X, Section 4.

ARTICLE X Signatures and Spending Limitations

Section 1: Authorizations

The President or Vice-President and the Treasurer shall sign all bonds, notes, deeds, mortgages, extension agreements, modification of mortgage agreements, leases, and contracts of the Association, and other similar written instruments.

Section 2: Signature Requirements

- A. With the exception as provided in Section 3 of this Article, all checks, drafts, notes, or other obligations for the payment of money must be signed by the Treasurer of the Association.
- B. Should the Treasurer be unavailable for check signature, the President or Vice-President can sign the checks.
- C. The Treasurer must submit the monthly check register and bank reconciliation statement to the Board for its review and approval at the scheduled meeting to the Board.

Section 3: Spending Authorization

- A. An officer, director, or committee chairperson may spend or obligate the Association to any expenditure up to and including two hundred and fifty dollars (\$250.00) without prior approval. For the Maintenance chairperson the amount must not exceed five hundred dollars (\$500.00) without prior approval. The expenditure shall be reported, in detail, to the Board of Directors at its next regular or special meeting.
- B. Unless approved by the Board of Directors, only one un-approved expenditure of \$250 or less (or \$500 or less in the case of the Maintenance chairperson) can be made.
- C. In the event the Board of Directors wants further discussion on an expenditure, even if under \$250, no committee chairperson can proceed to expend any additional funds for the same items until approved by the Board of Directors.
- D. Expenditures by the Treasurer of \$25.00 or more requires approval by a Board Officer. Supporting documentation should be included in the monthly financial statements.

Section 4: Committee Chair Authorization to Commit Funds

The chair of a committee may authorize additional expenditures if it is discovered, during an emergency or in the case of Board approved repair or replacement, that work required to properly complete the repair or replacement will exceed the initial authorization. In such events, the Committee shall report to the Board, the excess expenditure(s), and the reason for same, no later than the next Board meeting.

ARTICLE XI Committees

Section 1: Appointment of Committee Chairs and Members.

- A. Annually the President shall appoint the Chairs of all Committees and submit a listing of Chairs at the first regular Board meeting of the year for approval by the Board of Directors.
- B. The Chairs of each Committee shall submit a list of his or her Committee members to the Board of Directors no later than the date of the February meeting of the Board of Directors, for approval.
- C. Each Committee should consist of the Chairperson and two (2) or more Members.
- D. Any Board member may be a chair or a member of a committee.
- E. Where a Committee has a budget of \$10,000 or more, a member of the Board of Directors shall chair or co-chair that Committee.

Section 2: Nominating Committee.

- A. The Committee shall consist of one (1) or more members in addition to the current and immediate past President of the Association.
- B. The Members of the Nominating Committee shall each serve for a term of one (1) year and may not serve more than a total of three (3) successive terms. Any person wishing to serve as a Director on the Board shall contact the Nominating Committee.
- C. At least sixty (60) days prior to the Annual Meeting the Nominating Committee shall notify all Owners of the names of Directors whose terms are expiring and the number of vacancies.
- D. The Committee shall nominate candidates for election to the Board of Directors according to the procedures in Article VI, Section 2, and shall submit a written report of such nominations to the Secretary of the Association at least thirty (30) days prior to the date of the Annual Meeting.

Section 3: Architectural Control Committee.

- A. It shall be the duty of the Architectural Control Committee to review any plans and specifications for alterations, changes, or additions to Units; and to perform the functions and exercise the authority specified in Article VI of the Declaration of the Covenant.
- B. The Committee shall report its recommendations to the Board of Directors, which shall vote on the proposed changes.
- C. In the event an Owner alters or adds to the exterior of the Unit, excluding landscaping within 10 feet, without the approval of the Board of Directors, the Owner may be required to remove any such alterations or additions at the Owner's expense. If the Owner fails to take corrective action, the Board of Directors may take its own corrective action as described in Article XIX, Section 2 of the Bylaws and assess the Owner.

- D. The Association is not responsible for the maintenance and/or repair of any such additions or changes to the Owners unit even if such changes were approved by the Architectural Control Committee and the Board of Directors.

Section 4: Financial Review Committee.

- A. At its first regular meeting of the newly elected Board of Directors, the President shall appoint a Chairperson of the Financial Review Committee,
- B. The Committee shall consist of two (2) or more members of the Association, whose members shall serve for no more than three (3) successive years.
- C. Such Committee, together with the Treasurer, shall review the books of account of the Association for the preceding calendar year.
- D. The review by the Financial Review Committee should include:
 - 1. Examination of the monthly bank reconciliations of the financial institutions used by the HOA.
 - 2. Inspection of financial transactions and proper approvals thereof to ensure compliance with the organization's By-Laws.
 - 3. Preparation and fair presentation of the financial statements in compliance with NYS requirements and the organization's By-Laws.
 - 4. Compliance with the instructions contained in vendor contracts and agreements.
 - 5. Maintenance of adequate internal controls as approved by the Board.
- E. If any Member of the Financial Review Committee deems it advisable, the Financial Review Committee may review the books of account of the Association for the period commencing January 1st of the previous year to the end of the month preceding the date of the request for such review.
- F. The Treasurer and any designee shall be given reasonable notice to produce the books and records of the Association.
- G. The Financial Review Committee shall furnish a report of its findings to the Board of Directors within thirty (30) days of the completion of such review but no later than the scheduled date of the Board of Directors meeting in March of the year following the year in review.
- H. The Board shall inform the Members of the contents of any report issued by the Financial Review Committee.

Section 5: Clubhouse Committee.

- A. The Clubhouse Committee duties shall be to manage and maintain the Clubhouse for Members only and their guests, subject to Article VIII, Section 1. The terms and conditions, as determined by the committee, must be approved by the Board of Directors annually.
- B. To schedule an event at the Clubhouse, a member must complete and sign the Kimry Moor Clubhouse Reservation form prior to the event and submit for approval to the Clubhouse Committee Chair at least two days prior to the event. Board of Directors or Committee meetings are exempt from completing the Kimry Moor Clubhouse Reservation form.

- C. The Clubhouse Committee must approve the use of the Clubhouse by Members only for private functions. Private parties cannot exceed the legal capacity of the clubhouse.
- D. The Clubhouse Reservation form must be reviewed and approved by the Board of Directors whenever changes are made to the form.
- E. Use of the Clubhouse shall be subject to rules and regulations as defined annually by the Clubhouse committee and must be approved by the Board of Directors.
- F. The Clubhouse Reservation form is available on the Kimry Moor website.
- G. Since the divided entrance to Kimry Moor is owned by the Town, the Committee cannot permit Members or their guest to park in the divided roadway or in any driveway or cul-de-sac.

Section 6: Pool Committee.

- A. The Pool Committee duties shall be to manage and maintain the pool and regulate the conduct of Members and their guests at the pool, subject to Article VIII, Section 1.
- B. The Association's Swimming Pool is for the exclusive use of Kimry Moor Members and their guests, subject to rules and regulations defined in the pool brochure and approved annually by the Board of Directors prior to the opening of the pool.
- C. The rules and regulations must be posted in the pool area.

Section 7: Maintenance Committee.

- A. The Maintenance Committee duties shall be to receive and review Member(s) requests for maintenance and/or repair of their Unit.
- B. The Maintenance Committee is also responsible for coordinating and scheduling all maintenance and repairs of the Clubhouse, excluding roof repairs and replacements and chimney repairs.
- C. The Committee shall report its recommendations to the Board of Directors, which shall vote on the proposed expenditure.
- D. In an emergency, the Committee may authorize expenditures for maintenance and/or repairs, without prior authorization of the Board of Directors, but the Committee must report such expenditures to the Board at its next Board meeting.

Section 8: Grounds Committee.

- A. The Grounds Committee duties shall be to supervise grounds maintenance, excluding tree trimming, treatment and removal, and snow removal at the Kimry Moor location and address all issues pertaining thereto.
- B. The Committee shall report its recommendations to the Board of Directors, which shall vote on any proposed expenditures.
- C. This Committee shall supervise and assist the Contract Committee in the drafting of specifications for contracts within its purview, which shall be subject to action by the Board of Directors.
- D. For additional responsibilities by this Committee please see Article XVI, Sections 6 A-D, 9 B, and 10 A, B & C, and Page 12, Section 12 of the Declaration.

Section 9: Roof, Chimney and Funding Committee.

- A. The Roof, Chimney and Funding Committee duties shall be to inspect, or cause to be inspected, on an annual basis, the roofs, and chimneys of units; to recommend to the Board of Directors the repair of any roof or chimney; to recommend the replacement of any roofs; and to provide the Board of Directors with funding requirements and availability of funds to complete any repair or replacement.
- B. -Bi-annually, the Roof, Chimney and Funding Committee shall provide the Board of Directors with a five-year plan, identifying roof replacements, funds requirements and analysis of funds availability.
- C. The Committee will prepare the necessary specifications for any roof or chimney repair or roof replacement, solicit bids, and supervise the work performed.
- D. An Owner, at his or her own expense, may have the roof inspected by a qualified roof inspector provided the Owners shall have first notified the Committee of such inspection and shall furnish a copy of the inspection report to the Committee.
- E. During a roof replacement or chimney repair, the Committee may authorize additional expenditures for emergency maintenance or repairs, without prior authorization of the Board of Directors, but the Committee must report such expenditures to the Board at its next meeting.

Section 10: Budget Committees

- A. The Budget Committee shall consist of the Treasurer, the current President and one (1) other member who is not a current member of the Board of Directors.
- B. The Budget Committee will review the financial needs of the Association for the upcoming fiscal year and shall seek input from the chairs of the committees that have a line item in the budget.
- C. The Committee shall prepare the budget for the coming year and submit the budget to the Board of Directors for approval no later than the last scheduled Board meeting in November.

Section 11: Tree and Garden Committee

- A. The Tree and Garden Committee duties shall be to supervise all trimming and removal of trees and plantings and the maintenance of all gardens in the Common Area, except for those common areas that are located within 10-feet of a Unit and address all issues pertaining thereto.
- B. The Committee shall report its recommendations to the Board of Directors, which shall vote on any proposed expenditures.
- C. This Committee shall supervise the drafting of specifications for contracts within its purview, which shall be subject to action by the Board of Directors.
- D. In an emergency, the Committee may authorize expenditures, without prior authorization of the Board of Directors, but the Committee must report such expenditures to the Board at its next Board meeting.

Section 12: By-Laws Committee

- A. The purpose of the By-Laws Committee is to review, on an on-going basis, the By-Laws of the Kimry Moor Association, and draft changes at the request of the Board of Directors or as mandated by federal, state, or local regulations.
- B. The committee is also responsible to maintain the By-Laws in such condition as to best serve the Kimry Moor owners,
- C. Within forty-five (45) days after the Board of Director's approval of changes to the By-Laws, the Members are to receive an electronic copy of the updated By-Laws. Additionally, the Kimry Moor web page should be updated within the forty-five (45) days.
- D. Two (2) Board of Directors must serve as members of the By-Laws Committee.

Section 13: Grievance Committee

- A. Per Article V, Section 4, Mediation, of the Declaration, the committee must consist of three members.
- B. The Board of Directors will select a Board member to represent the Board during a grievance issue.
- C. The procedure for addressing a grievance is as follows:
 1. A Member, after the complaint is denied by the Board of Directors, can have their request reviewed again by contacting the Grievance committee, consisting of their peers.
 2. A letter of complaint, explaining in detail the complaint, must be submitted to the Chairperson of the Grievance Committee and to the Board President, no later than ten (10) days following the Board's denial of the original request.
 3. The Committee will review the dispute or complaint and interview the parties involved (that is the Member who submitted the complaint and the Board designee).
 4. The committee will review its findings with the complainant and offer suggestions to resolve the issue(s) in question.
 5. Their investigations should be completed within three weeks after receipt of the complaint.
 6. The committee must notify the Member in writing of its conclusion and submit a report to the Board of Directors with its findings and recommendations within thirty (30) days of receipt of the dispute or complaint.
 7. Per Article V, Section 4 Mediation, of the Declaration. The Board of Directors must submit its decision to the Grievance Committee and the Member within sixty (60) days of notification of a dispute by the Grievance Committee.
 8. The decision by the Board of Directors is final.

Section 14: Welcoming Committee

- A. The purpose of the Welcoming Committee is to contact new residents/owners as soon as possible after moving into the community.
- B. TJMG Properties and/or Members should notify the Chairperson of the Welcoming Committee as soon as they are aware of new owners.
- C. A member of the Welcoming Committee should visit the new owners/resident as soon as possible after moving in.

- D. A welcoming package will be provided to the new owner consisting of:
1. “The Welcome to Kimry Moor” brochure with an overview of general information
 2. A listing of the HOA Officers and Board members, with contact information
 3. The most current Kimry Moor Newsletter
 4. Clubhouse information and reservation form
 5. A listing of the Kimry Moor committees, with a brief explanation
 6. A listing of the homeowners’ responsibilities, as defined in the HOA By-Laws.
 7. A listing of trash, and yard waste guidelines
 8. A listing of trash, and yard waste pickup dates
 9. A directory of residents/owners with their telephone numbers.
 10. Information page that includes recommendation to sign-up for the Kimry Moor Homeowners’ PORTAL, disposal of trash etc.

Section 15: Insurance Committee

- A. The purpose of the Insurance Committee is to obtain at least two quotes for the Kimry Moor Homeowners Association insurance coverage, as specified under Article XV111 of the By-Laws.
- B. At least three (3) months prior to the renewal date of the insurance coverage, the committee will present its recommendations to the Board of Directors.
- C. The Insurance Coverage is normally for one year but with the Board of Directors approval can be extended for up to three years.
- D. A summary copy of the Kimry Moor Insurance policy must be posted on the Kimry Moor web page and issued to all owners.

Section 16: Contract and Legal Committee

- A. The purpose of the Contract and Legal Committee is:
1. to obtain bids from two or more vendors, as needed, to provide the following services to the Kimry Moor community.
 - a. Management Services Agreement/Contract
 - b. Lawn & Snow Removal Services Contract:
 - c. Trash Pick-up & Recycling Services Contract
 - d. Trash Removal Service Contract
 - e. Utility Services Contract
 - f. Pool Maintenance Contract
 - g. Any additional service contracts as requested by the Board of Directors.
 2. to review legal issues that could affect the operations of the HOA or have a material impact on the HOA’s financial operations.
- B. The President, Treasurer, Attorney, and any Committee Chair that would be impacted by a particular contract shall be included as members of the Committee.

- C. A “Contract” is defined as an agreement between the Kimry Moor HOA and a service provider that extends over a minimum of one year, with periodic, equal amount payments. All contracts must be signed by the President or the Vice President and the Treasurer, per Article X, Section 1 of the By-Laws.
- D. The committee shall submit its proposal to the Board of Directors at least three (3) months prior to completion of existing contracts.
- E. In the event a volunteer resident attorney is not available to serve on this committee, the Board of Directors will hire an outside attorney as needed.

Section 17: Neighborhood Watch Committee

- A. The purpose of the Neighborhood Watch Committee is to educate the owners/resident of the importance of community vigilance, to be aware of any suspicious activity, and to report any suspicious activity to the local police department.
- B. To periodically invite the police and the fire departments to conduct safety and fire prevention lectures.
- C. To investigate ways to improve security of the community, including the Clubhouse and trash areas.

Section 18: Review of Member’s Request

Committee’s denial of a Member’s Request may be appealed to the Board of Directors, after the next regular meeting of the Board.

Section 19: Ad Hoc Committees.

The Board of Directors may establish any other committees it deems appropriate and prescribe the duties thereof.

ARTICLE XII Property Rights: Rights of Enjoyment

Section 1: Use of Common Areas.

- A. The Common Areas, subject to the provisions of Article III of the Declaration, shall be limited to the use of the Members and any guests of the Member, subject to Article VIII, Section 1.
- B. In the event a Member shall permit another to occupy his/her Unit without financial remuneration, the occupant shall be permitted to enjoy the use of the Common Areas subject to the same restrictions and limitations as would apply to the Member.

Section 2: Occupancy of Units:

Occupancy of the Units shall be restricted to "One Single-Family Occupancy" which shall be defined as residential occupancy by no more than four (4) adults who may be related by blood or marriage, in-laws, or constant companions and their children.

- 1. Children, grandchildren, whether natural or adopted, foster children or stepchildren under the age of twenty-one (21) shall not be counted in the computation of "occupancy".
- 2. Nothing herein contained shall limit the right of Members to entertain guests.
- 3. If an Owner or Member employs a person or persons in a housekeeping or health care capacity requiring that person or persons to live in the unit, such individual(s) shall not count towards the total number of four (4) adults plus children, natural, adopted or stepchildren.

Section 3: Rental of Units:

An Owner may not offer a unit or any part thereof for a short-or long-term rental.

ARTICLE XIII Assessments

The Basis, Purposes, Limitations, Due Dates and Uniformity of Assessments are contained in Article IV of the Declaration, as are the effect of non-payment, creation of liens, priority of mortgages and exempt property.

ARTICLE XIV Books and Records

Section 1: Inspection of Financial Records.

Upon reasonable notice to the Treasurer, any Member may inspect the financial records of the Association.

- A. Inspections shall take place at the principal office of the Association or at such other location where such records are maintained during normal business hours.
- B. No records are to be removed by Members; copies may be purchased at reasonable cost.

Section 2: Inspection of Documents of the Association.

Upon reasonable notice to the Secretary, any Member may inspect the minutes of meetings and all other documents pertaining to the operation of the Association.

ARTICLE XV Accounting Period of the Association

The books and records of the Association shall be kept on a calendar year.

**ARTICLE XVI Rules and Regulations Governing the
Use and Maintenance of "The Properties"**

To provide a more definitive set of guidelines within the framework of the Declaration and By-Laws, the following Rules and Regulations apply to the maintenance and other services of the Kimry Moor Homeowners Association, Ltd.

Section 1: Exterior Painting and Power-Washing of Units.

- A. Exterior painting and/or power-washing of the Units will be performed by the Association under the following conditions:
 - 1. When requested by the Member and approved by the Board of Directors following inspection and recommendation of the Maintenance Committee.
 - 2. When requested by the Maintenance Committee following an inspection of the Units subject to approval of the Board of Directors.
- B. The Association will provide exterior painting and/or power-washing of the Units including previously painted wood trim, window frames, shutters, casements, foundations, siding, the outside of exterior doors as defined under "D" below, except screen or storm doors.
- C. The obligation of the Association with respect to exterior painting includes standpipes and other exposed metal protrusions which are normally painted to protect them against the elements.
- D. Painting of the primary front door of units.
 - 1. Board of Directors.
 - 2. The approved paint colors are displayed at the Club House and on the HOA web site.
 - 3. The owner must submit an Architectural Request form identifying the color selected for the front door.
 - 4. The Board of Directors must approve the Architectural Request form.
 - 5. The owner must purchase the Benjamin Moore Aura exterior paint in one the six colors approved by the Board of Directors.

6. The owner must prepare the front door and have the front door painted.
7. The owner is responsible for all expenses related to painting, maintaining, and repairing the front door.
8. Only the primary front door is to be painted in one of the colors approved by the Board of Directors.
9. Doorknobs and deadbolts are not to be painted.
10. Upon the sale of the unit:
 - a. If the new owner objects to the existing color of the front door, the seller must re-paint the door to its original color, at the existing owner's expense.
 - b. If the new owner accepts the existing color of the front door, the new owner is responsible for maintenance and repairs of the front door.
- E. Doors may be replaced by the Member but will require submission of a plan to the Architectural Control Committee to ensure color compliance.
- F. All the services of the Association regarding exterior painting and/or power washing shall apply to exterior vertical surface walls, trim and window casements, and railings.
- G. Interiors of Units are not included as part of the Association's maintenance services.

Section 2: Inspection and Maintenance of Roofs and Chimneys.

- A. The Association shall be responsible for the maintenance, repairs, and replacement of all roofs.
- B. The Roof, Chimney and Funding Committee (RCF) will inspect roofs and/or chimneys for the purpose of providing repair and maintenance.
- C. When roof repair is requested by the Member, the RCF Committee will inspect the roof and report to the Board of Directors.
 1. The repair and maintenance of roofs shall include, if needed, replacement of the plywood base, roof shingles, flashing, and the sealing of all roof areas around vents, standpipes, chimneys, and other appurtenances.
 2. As part of the roof maintenance and inspection, the Association is responsible for the repair and maintenance of all chimney exteriors and flashing. Installation, repair and/or replacement of chimney screens or vent caps and cleaning of chimneys is the obligation of the owner of the Unit.
 3. In the event a Member has planted or maintained a climbing vine such as ivy, the Owner is responsible for the repair or replacement of any chimney exterior damaged by the clinging vines.
 4. Provided that the approval of the Architectural Control Committee and the Board of Directors for the alteration of the Unit so stated, nothing herein contained shall obligate the Association to repair any roof damage caused, in whole or in part, by a break in the pitch

of a roof due to “screening in” or enclosing a porch or other addition which occurred after the original construction of the Unit.

- D. No one other than the Property Manager or an HOA approved roofing contractor shall be allowed to shovel snow or remove ice from a unit’s roof. If the Unit’s Member or his/her agent shovels snow or removes ice from the unit’s roof and the roof is damaged, the owner shall be responsible for the cost of repairing or replacing the roof.

Section 3: Gutters.

- A. The Owner shall be solely responsible for repair, installation, maintenance and replacement of all gutters and downspouts.
- B. Prior to installation of any new or replacement gutters or downspouts, the Member shall obtain the approval of the Architectural Control Committee and the Board of Directors as to type, color, and method of installation.
- C. In the event damage to the Owner’s roof is determined to be due to neglect or proper maintenance of the gutters and/or downspouts, the Association may bill the Owner for repairs or replacement of the roof.
- D. The Member is also responsible for clearing leaves and debris from the gutters and the downspouts. The Association is responsible for reminding the Member in the Spring and during the Fall months of the need to clean their gutters and downspouts.
- E. No downspout shall dispense its rainwater directly or indirectly onto an adjacent Unit. If the Member fails to change the location of the downspout after notification of the Member by the Association and/or its Property Manager, the Association may contract with a gutter contractor to make the necessary change(s) gutter(s) and/or downspout(s) at the Owner’s expense.
- F. The Association may paint the gutters if the Association is also painting the trim of the unit at the same time.

Section 4: Other Exterior Maintenance.

- A. **Storm doors and screen doors:** The Homeowners' Association shall not be responsible for the maintenance, painting or replacement of any storm or screen door. To assure uniformity in appearance, prior to painting or replacement of any storm or screen door, the Member must seek approval of the color and type of door from the Architectural Control Committee which shall report to the Board of Directors for action.
- B. **Windows and Screens:** The Association shall not be responsible for any mechanical or cosmetic window or screen maintenance or repairs, except painting the exterior of the windows nor shall the Association be responsible for repair or replacement of any broken windows or screens.
- C. **Siding:** The Association shall be responsible for the repair or replacement of siding unless the damage was caused due to negligence or fault of the Member or occupant, their invitees, or licensees.

1. In the event the damaged siding is no longer in production, the Association may replace the damaged siding with siding previously removed from another Unit.
 2. Periodically, the Maintenance Committee shall inspect the siding of units to determine where repairs or replacements are needed and report to the Board for appropriate action.
 3. In the event a member has planted or maintained a climbing vine such as ivy, the Association is not responsible for the repair or replacement of any exterior damaged by the clinging vines.
- D. **Garage Doors:** The Homeowners' Association shall be responsible for the repair, maintenance, and replacement of garage doors and/or garage door panels, unless the damage to the door or panels is due to the negligence or fault of the Member or occupant, their invitees, or licensees.
1. The Member shall be solely responsible for the maintenance, repair and replacement of garage door openers, switches, motors, springs, hardware, and glass replacement.
 2. If, because of a garage door repair or replacement by the Association, the law requires that a new garage door mechanism or opener must be installed or an existing opener must be modified to meet requirements of new laws, such modification or replacement shall be the obligation and cost of the Member.
- E. **Caulking:** It is the obligation of the Homeowners' Association to provide for exterior caulking of window and door frames and the exterior painting thereof.
1. If caulking is requested by the Owner, the Maintenance Committee shall, within ten (10) days after the request, inspect the area.
 2. If needed, caulking will be provided by the Association.
- F. **Skylights:** The Association assumes no obligation for the installation, maintenance, repair, or replacement of skylights and flashing related thereto.
- G. **Decks, Porches and Patios:**
1. Effective July 1, 2019, Unit Owners assumed the responsibility for the repair, maintenance, painting, or replacement of unenclosed existing and new decks and the stairs leading thereto.
 2. The building of any new deck is subject to review by the Architectural Control Committee and approval of the Board of Directors.
 3. Owners are responsible for the repair, maintenance, and painting of both exterior and interior of any porch, patio, or combinations of these structures and/or the stairs leading thereto.

Section 5: Maintenance of Walks & Converting to Pavers.

- A. The Association shall maintain, repair and, where necessary, replace only the original 2 foot by 3-foot blue stone walkways and stairs leading to the Units from the driveways or streets.
- B. Such maintenance will include repair and replacement of walks using 2 foot by 3-foot blue stone or its equivalent including leveling of individual walkway blocks or stones. In addition, the Association will clear the walks of snow and cut grass adjacent to the walks as required, weather permitting.

- C. The Association will not repair or replace walkways made with pavers, decorative stone, concrete, bricks, or other kinds of material installed by the current or previous owner.
- D. If the Association determines that a walkway needs repair, the Owner has the option of contracting to improve the quality of the walkway (e.g., with pavers). The Association will reimburse the Owner up to an amount set by the Board of Directors.
- E. If the Owner (current or previous) has upgraded the walkway at his or her own expense, the Association assumes no responsibility to repair the walkway.

Section 6: Maintenance of Protective Screen Plantings.

- A. The Association will provide normal maintenance services, as defined by the Grounds Committee, for all protective screening areas consisting of wooded areas and shrubs and other plantings located on the Common Property.
- B. Unit Owners are responsible for the care and maintenance of all trees, shrubs, or other plants within ten (10) feet of the foundation of the Unit.
 - 1. The foundation is defined as that built by the Developer or as extended by additions approved by the Architectural Control Committee.
 - 2. Furthermore, in the event trees, shrubs, or other plants within ten (10) feet of the foundation of the Unit are not maintained, the Association may trim, prune, or remove the trees, shrubs or other plants and charge the unit Owner for the cost incurred by such remedial action.
- C. In the event trees, shrubs or other plants within ten (10) feet of the foundation of the Unit, as originally constructed, threaten to damage the roof, siding or foundation of the Unit after the Owner has been notified by the Association of the need for removal or trimming, the Association may trim, prune or remove the planting which threatens to damage the Unit and charge the Unit Owner for the reasonable cost incurred in such remedial action.
- D. The Owner may provide maintenance for a portion of the Common Areas adjacent to the Owner's Unit provided that the Board of Directors shall have granted permission to the Owner and that such maintenance is approved by the Grounds Committee.
- E. If the Board of Directors determines that an Owner failed to maintain the area adjacent to the Unit, the Association may convert the subject area to conform to the surrounding Common Area.
- F. Maintenance of a portion of the Common Area adjacent to the Owner's Unit does not grant the Owner any property rights in the maintained area. It is a license terminable at will by the Board of Directors.
- G. Maintenance furnished by the Association shall include but not be limited to: removal of dead trees and limbs, pruning of trees and shrubs, as required to beautify the Common Areas or to prevent unnecessary growth or damage to existing plants or structures within the Common Areas.
- H. Except in case of emergency, the cost of such maintenance must be approved by the Board of Directors.

Section 7: Driveways.

- A. The Association shall repair, maintain, and, if necessary, resurface driveways.
 - 1. The Maintenance Committee shall make periodic inspections of driveways and shall report to the Board of Directors.
 - 2. The Board shall review the report and take appropriate action.
- B. Any obstruction, which may have been constructed by or on behalf of an Owner, without permission of the Board of Directors, will be removed by the Association at the expense of the Owner, as provided in the Declaration and By-Laws.

Section 8: Light Poles.

The repair and maintenance of the light poles and fixtures including the cadmium cells are an obligation of the Association. Requests for such repair, maintenance or replacement shall be made to the Property Manager.

- A. The energy cost for 11 streetlights (not yard lights) is charged to the following Units: 104, 116, 301, 407, 525, 609, 701, 902 and 906.
- B. Annually, the Owners of said Units shall be reimbursed a reasonable amount for such energy cost by the Association.

Section 9: Grass Cutting, Maintenance and Trimming.

- A. The Association shall contract with third party vendor(s) for grass cutting, trimming and other landscaping services of the Common Areas throughout Kimry Moor
- B. The obligation of the Association shall be limited to the cutting of the lawns, trimming and maintenance of the landscaped and grassed Common Areas including feeding, fertilizing and insect control; the specific of the contractual arrangement is subject to determination by the Grounds Committee and approved by the Board of Directors.

Section 10: Snow Removal.

- A. The Association, per current contract with the Manager, will provide snowplowing services for all cul-de-sacs and driveways in Kimry Moor. The Grounds Committee shall supervise these services.
- B. In case of necessity, upon the recommendation of the Grounds Committee Chairperson and/or the Manager, the Board may authorize the use of pay loaders, trucks and/or other equipment to provide snow removal services.
- C. Under icy conditions, if approved by the Chairperson of the Grounds Committee and an Officer, snow removal may include salting or sanding of the specified street or driveway.
- D. Salting of walks is the responsibility of the Owner.
- E. The snowplowing contract with a third party shall provide that in the event of any damage to any Association or Owner's property resulting from snowplowing or snow removal, the contractor will repair such damage at the contractor's expense.

Section 11: Trash and Garbage Removal.

- A. The Association shall contract for trash collection.

- B. On designated days, at designated times, the Member shall place outside the Unit, trash, or garbage in sealed plastic bags in covered barrels.
- C. Recyclable items shall be placed outside the Unit in a bin provided for that purpose.
- D. The trash and garbage must be acceptable under current ordinances, rules and regulations of the County of Onondaga, the trash hauling contractor and the Association.
 - 1. Partially filled oil or latex paint cans, tires and toxic materials of any kind may not be placed out for collection by the Association's contractor. Exception – Partially filled latex paint cans can be placed in the trash if 100% dried.
 - 2. The maximum amount of trash and recycling pick-up per Unit by the Association shall not exceed the equivalent of three (3) 30-gallon containers or equivalent.
 - 3. The maximum number of recyclables to be picked-up by Unit by the Association shall not exceed the equivalent of two (2) OCRA's blue bins.
 - 4. The Owner is responsible for the removal of large items such as furniture, appliances etc. and/or for trash or recyclables exceeding three (3) 30-gallon (or equivalent) containers. These items must be removed from Kimry Moor by the Owner at his/her expense.
 - 5. All garbage receptacles must be stored inside during the week.
- E. If required, the Association will provide a dumpster, in an area adjacent to the Club House, for trans-shipping trash and garbage from small collection vehicles to large commercial waste haulers.
- F. Members, but not contractors, may place permitted trash or items to be recycled in the appropriate dumpster subject to the maximum amount allowed in Part D, subparts 1, 2, and 3 of this section.
- G. Seasonally, Members' yard waste, consisting of small twigs, clippings, and leaves, properly bundled, or placed in a storage container, will be collected twice monthly on scheduled days.
- H. Yard waste shall be placed at the roadside on the day of pick-up or the previous night.
- I. Large limbs, branches, or stumps, within 10 feet of the members' property, must be cut up or removed by the Member.
- J. Members are responsible for informing any contractor, employed by such Member, that it is the obligation of the contractor to remove all trash or yard waste incurred in the performance of the contract.
 - 1. None of the trash or yard waste resulting from the performance of the contract shall be placed in the common dumpster.
 - 2. The Member shall supervise the contractor to ensure that all trash resulting from the services performed shall be removed by the contractor.
- K. In the event the Association incurs costs from the Association's waste transporter, the Property Manager and/or other contractors for the removing of those items prohibited by this Section due to the willful action of the Member, guests, invitees, and/or licensees; those costs will include an administrative fee as set by the Board and will be assessed to the Owner (see Article XVI, Section 11 F).

Section 12: Provisions for Interior Maintenance.

- A. There shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace, or preserve any part of the interior of any Unit including any mechanical system within such Unit, including but not limited to heating, ventilation, air conditioning, lighting, electrical or plumbing systems, their parts, and appurtenances.
- B. The Association assumes no responsibility for leaking basements, fireplaces, flues, chimneys (except for exterior pointing of chimneys), or foundations either interior or exterior, except for the cosmetic appearance of the exterior of the foundation.
- C. The Association shall not be responsible for any maintenance, repairs or replacements caused by fire or other casualty to a Unit except as provided under Article V, Section 1 of the Declaration of Covenants, Restrictions, Easements, Charges and Liens.
- D. If the need for maintenance or repair is caused through the willful act of the Member, guests, invitees, licensers the cost of such maintenance or repairs shall be assessed to the Member.

Section 13: Homeowners' Association Responsibilities.

The Homeowners' Association will attempt to have the work, labor, and services for which it is responsible, performed in a timely, good, and workmanlike manner, utilizing first quality materials. The Association assumes no liability, whatsoever, nor is any liability incurred should any inspection or other maintenance, repair or replacement service not be performed in a regular or timely fashion.

ARTICLE XVII Summary of Owners Responsibilities

PAGE #	DESCRIPTION	ARTICLE #	SECTION #
	Removal of bees, wasps, insects, or animals from interior or exterior of unit	Covenant – Article VII, Section 5	
	Maintenance of any plantings around shared National Grid power boxes.	Covenant – Article VII, Section 12	
17	Prior to any exterior renovation or modification to the unit (including windows or exterior doors), Board approval must be obtained	XI	3 A&C
25	In the event a Member has planted or maintained a climbing vine such as ivy, the Member is responsible for the repair or replacement of any chimney exterior damaged by the clinging vines	XVI	2 C 3
25	Painting of the front door of unit	XVI	1 D
26	Installation/replacement & maintenance or repair of gutters and downspouts	XV1	3 A-F
26-27	Maintenance of windows, windowpanes, storm and screen doors and screens	XV1	4 A & B
27	Maintenance/Repair of garage door openers, switches, motors, springs, etc.	XVI	4 D

27	Installation, maintenance, and repair of skylights	XVI	4 F
27	Maintenance/Repair of porch, deck, or patio. (This requirement includes the stairs leading from the structure to the ground.)	XVI	4 G
28	Maintenance/Repair of any external walkaway that was not original with the unit (includes walkways made with pavers, concrete, blacktop, or any other material (except 2x3 foot bluestone)	XVI	5 B
28	Walkways may be replaced with pavers and the Association will provide a portion of the funding to the homeowner provided the sidewalk has been determined to need repair and is on the Maintenance and Repair schedule	XVI	5 D & E
28	Maintenance of all trees and plantings within 10' of the foundation.	XVI	6 B & C
29	Salting of walks and driveways	XVI	10 C & D
30	Removal of all waste and trash (other than weekly trash and garbage).	XVI	11 D
30	Removal of yard waste – twigs, clippings & leaves – collected twice monthly	XVI	11 G & H
30	Removal of Large limbs, branches, and stumps, within 10 feet – removed by Member	XVI	11 I
31	Repairs/Maintenance of appliances, heating, A/C units and associated plumbing and power	XVI	12 A
31	Any interior mechanicals such as electrical, plumbing and heating	XVI	12 A
31	Interior repairs and maintenance of basements and foundations	XVI	12 B
31	Maintenance/Repair of the structural integrity of foundations (inside and outside)	XVI	12 Bb
31	If the need for maintenance or repair is caused through the willful act of the Owner, guest, invitees, or licensees, the cost of such maintenance or repairs shall be assessed to the Member	XVI	12
31	The Association will not reimburse an owner for any work that is done by a contractor hired by the owner to perform work that is the responsibility of the Homeowners Association	XVI	13

Article XVIII: Insurance

Section 1: Insurance Coverage

Kimry Moor Homeowners Association shall obtain and maintain, to the extent obtainable, insurance covering the following "covered property" against physical damage or loss caused by perils insured under the following policies and/or endorsements: fire, extended coverage endorsement, water damage, vandalism, and malicious mischief.

- A. The "Covered Property", as used in the Coverage Part of the Policy (Condominium Association Coverage Form), means the following types of property for which a "Limit of Insurance" is shown in the Policy Declaration:
- B. "Building", meaning the building or structures described in the Policy Declarations, including:
 - 1. completed additions included in the initial sale of the Unit by the Developer,
 - 2. permanently installed fixtures, machinery and equipment included in the initial sale of the Unit by the Developer,
 - 3. if not covered under other insurance: additions under construction, alterations and repairs to the building or structure and/or materials, equipment, supplies, and temporary structures used for making additions, alterations or repairs to the buildings or structures included in the initial sale of the Unit by the Developer.
 - 4. Building does not include personal property owned by the Owner, used by or in the care, custody, or control of a Unit owner.
- C. Any of the following types of property contained within a Unit regardless of ownership, are covered:
 - 1. Fixtures, improvements, and alterations that are a part of the building or structure; and
 - 2. Built-in appliances, such as those used for air-conditioning, ventilating, cooking, dishwashing, security, or housekeeping. Free standing appliances are not covered
- D. All claims against the Association's policy shall be submitted to the President or designee, who shall contact the insurance carrier and notify the Board.

Section 2: Insurance Deductible

The Owner is responsible for the Association's blanket insurance deductible in effect at the time of the damage.

ARTICLE XIX Moving and Estate Sales

Section 1: Types of Sales.

Sales other than moving or estate sales are prohibited.

Section 2: Moving and Estate Sales.

- A. No Member, tenant, occupant, heir, next of kin or legal representative, hereinafter referred to as "Seller" may hold a moving or estate sale in Kimry Moor without the prior written consent of the Board of Directors. Requests for such approval shall be submitted to the Board, in writing, to any Officer.
- B. The request shall specify the person, firm or corporation proposing to run the sale and the proposed time and date of the sale.
- C. The Letter of Approval shall specify reasonable conditions such as parking, security, policing, and crowd control.
 1. Sales are limited to the interior of the Unit.
 2. The driveway or frontage of the Unit may not be used to display items for sale or to conduct any business relative to the sale.
 3. Any signs relating to the sale are expressly prohibited unless specific consent is expressly given in writing by the Board of Directors.
 4. Any sale conducted pursuant to the permission of the Board, shall be one (1) day in duration. Sold merchandise may be picked up the next day.
 5. Parking for the sale shall be regulated; vehicles shall not be parked in any cul-de-sac or side road leading thereto. Subject to the regulations of the Town of Manlius, people may park in the undivided portion of the oval road. Traffic of others using the oval road shall remain open and unimpeded.
 6. Prior to the conduct of the sale, the Owner shall furnish a letter to the Board of Directors signed by the person, firm or corporation running the sale stating that they have been furnished a copy of this Section of the By-Laws and their acceptance of these terms.
 7. It shall be the obligation of the Seller to furnish the person, firm or corporation conducting the sale the letter of approval of the Board setting forth the conditions of such approval.
 8. Violation of the terms or conditions of the Board's approval will result in refusal to permit the person, firm or corporation running said sale, from conducting further sales within Kimry Moor.

ARTICLE XX Sale of Unit

Section 1: Notification of Sale

- A. No Unit may be sold without notification to the Property Manager at least ten (10) days before the closing takes place.
- B. The Property Manager shall notify the Treasurer and the Secretary as soon as possible after being notified by the seller of the impending sale.
- C. Such notice shall include the name(s) and address of the purchaser(s) and the proposed closing date, together with the name and address of the purchaser's attorney and/or realtor.

Section 2: Status of Owner's Assessments

If requested, the Association shall furnish a statement stating the status of payment of assessments for the Unit in question.

Section 3: Possession of Unit

Under no circumstances shall pre-possession be allowed without written permission of the Board of Directors and payment of all unpaid charges, liens, past due maintenance fees and the fee for new owner(s). (Declaration of Covenants, etc., Article IV, Section 7).

ARTICLE XXI General Provisions

Section 1: Duty of Owner Upon Notification from Board

- A. Whenever an Owner adds to or alters the exterior of the Unit without the prior approval of the Board of Directors or has failed to perform maintenance to the Unit, its parts and appurtenances and any plantings within ten (10) feet of the Unit, which according to these By-Laws is the obligation of the Owner to perform, written notice shall be served upon the Owner by personal delivery or through certified mail, return receipt requested.
- B. The notice to the Owner shall be signed by an Officer of the Association and shall state the specific condition which requires correction.
- C. The Owner shall have ten (10) days within which to request a hearing before an Officer of the Association and a member of the appropriate Association Committee. Should an Owner be dissatisfied with the decision of the Officer and a member of the appropriate Committee, the Owner may request a hearing at a special meeting of the Board of Directors to be held within 15 days of the request.
- D. The decision of the Board shall be final.

- E. If ordered to take corrective action, the Owner must contract for such work, within ten (10) days of the decision, with a contractor who shall perform the work in a good and workman like manner using first class materials. Should an Owner fail to perform or have such corrective work performed within a reasonable time, the Association may contract for such work and assess the Owner for any expense.

Section 2: Bidding Procedures.

- A. Specifications for services and/or materials to be supplied shall be drafted with input from an Officer of the Association and the chairperson of the relevant Committee dealing with such services and/or materials, or any person appointed by the Board of Directors. Such specifications shall be reviewed by the committee dealing with such services and/or materials. A copy of the final specifications shall be delivered to the President or President's designee.
- B. For all contracts for goods and services more than two thousand five hundred dollars (\$2,500.00), competitive bids based on the promulgated specifications shall be solicited by the chairperson of the relevant committee or a designee by the Board.
- C. In an emergency, or if there are not three (3) sources available, the bid solicitor(s) shall so notify the chairperson of the committee dealing with such services and/or materials, any person appointed by the Board of Directors and the President of the Association, or the President's designee.
- D. The Board can waive the bidding requirement by an affirmative vote of seven (7) members of the Board.
- E. With the permission of the Board, any qualified person, firm, or corporation presently providing services and/or materials, including one associated with an Association Member or the Property Manager, hereinafter referred to as an "interested party" may submit a sealed bid at least one week prior to the due date.
 - 1. The "interested party" shall submit a written sealed bid to the chairperson of the committee dealing with such services and/or materials, and the President of the Association or designee. Once submitted, interested parties may not alter, amend, or modify their bids.
 - 2. Vendors other than "interested parties", shall submit written sealed bids by the due date to chairperson of the committee dealing with such services and/or materials and the President of the Association or designee.
 - 3. Sealed bids shall be opened at a specific time in the presence of one or more officers and at least two other directors.
 - 4. Bids shall be evaluated taking into consideration: price, bidder's reputation, availability of materials, equipment and labor, time of delivery, time of performance, and any other factors deemed pertinent.
 - 5. The persons receiving the sealed bids shall make a complete written report to the Board together with recommendations for award of contract.
 - 6. A contract award to an "interested party" or to a bidder who did not submit a low bid, shall require approval by a majority of all the members of the Board.

7. The Board is not obligated to award the contract.

F. In the event fewer than three (3) bids have been received by the due date, the Board has the option of opening those bids or seeking additional bids by adjourning the due date.

Section 3: Severability

In the event any one or more of the provisions contained in these By-Laws or in the Declaration of Covenants, Restrictions, Easements, Charges and Liens shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the By-Laws or Declaration, but these By-Laws and Declaration shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein or therein.

Section 4. Governing Law.

These By-Laws and Declaration of Covenants, Restrictions, Easements, Charges and Liens shall be construed and enforced in accordance with the laws of the State of New York.

ARTICLE XXII Amendments

Section 1: Amendments of By-Laws

A. Except as otherwise provided by law, the By-Laws of the Association may be amended, added to, or repealed by the affirmative vote of seven (7) or more of the entire Board of Directors at any meeting of the Board, provided due notice, in writing, of the proposed change is given to the Directors, or such notice has been waived by the Directors.

B. Such notice shall also be given in accordance with Article V Section 4 above.

Section 2: Voting Requirements to Amend By-Laws

Except as otherwise provided by law, the By-Laws of the Association may also be amended, added to, or repealed by the affirmative vote of forty-three (43) Owners entitled to vote, provided due notice, in writing, of the proposed change is given pursuant to Article V, Section 4.

Original Bylaws Dated July 31, 2004

Revised and Approved August 3, 2004

Revised and Approved January 23, 2005

Revised and Approved January 29, 2005

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