

BY-LAWS  
OF  
GEORGETOWN COMMON HOMES ASSOCIATION, INC.

ARTICLE I  
PURPOSE AND OFFICE

**1.1 Purpose**

GEORGETOWN COMMON HOMES ASSOCIATION, INC. has been formed exclusively for the benefit of its Members for the purpose of owning, operating and maintaining, preserving and exercising architectural control of the Lots and Common Area of the GEORGETOWN COMMONS Properties located in the Town of Perinton, State of New York, as more completely described in the Declaration.

**1.2 Office**

The principal office of the Association shall be located in the Town of Perinton, Monroe County, New York. The address of the Office is 31 Huxley Way, Fairport, New York 14450.

ARTICLE II  
DEFINITIONS

**2.1 “Ad Hoc Committee”**

“Ad Hoc Committee” is a temporary committee formed to perform a specific task. Once its mission is accomplished, the committee ceases to exist.

**2.2 “Advisory Committee”**

“Advisory Committee” is an Ad Hoc committee comprised of committee members with expertise in specific areas (or issues) that the Association needs to address.

**2.3 “Appurtenant”**

“Appurtenant” refers especially to a burden (easement or covenant) which is attached to land and benefits or burdens the owner of such land in their use and enjoyment thereof.

**2.4 “Association”**

“Association” shall refer to the Georgetown Common Homes Association, Inc. and its successors and assigns.

**2.5 “Board”**

“Board” refers to the Board of Directors

**2.6 “Director”**

“Director” refers to a member of the Board

**2.7 “Common Area”**

“Common Area” shall refer to all real property owned as described in the Declaration by the Association for the common use and enjoyment of the Owners.

**2.8 “Ex officio”**

“Ex officio” committee member is a Director who by virtue of his/her office does not require further appointment to a committee. The President is an *ex officio* member of all committees except the Nominations Committee.

**2.9 “Lot”**

“Lot” shall refer to any plot of land shown upon any recorded subdivision or re-subdivision map of the Properties, with the exception of the Common Area.

**2.10 “Owner”**

“Owner” shall refer to the record owner, whether one or more persons or entities, of the title to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of any obligation.

**2.11 “Permanent Resident”**

For the purposes of eligibility for most committees, "Permanent Resident" refers to a resident who lives with a titled owner whose legal address is in Georgetown Commons and who is of legal voting age.

**2.12 "Properties"**

"Properties" shall refer to the real property described in the Declaration of Covenants, Conditions and Restrictions ("Declaration") and shall include the land, the buildings and all other improvements thereon (including the units and common elements) owned in fee simple absolute, and all easements, rights and appurtenants belonging thereto and all other property, personal or mixed, intended for use in connection therewith,

**2.13 "Special Committee"**

"Special Committee" is a committee formed to accomplish a specific task which may be ongoing for an extended period of time

**2.14 "Standing Committee"**

"Standing Committee" is a permanent committee with ongoing responsibilities and requires at least one Director assigned and actively participating

ARTICLE III  
MEMBERS AND MEETINGS

**3.1 Membership**

Only Owners of Lots shall be Members of the Association. All Owners, upon becoming such, shall be deemed automatically to have become Members of the Association and there shall be no other qualification for Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

**3.2 Assessments**

As more fully provided for in the Declaration, each member is obliged to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent; if the assessment is not paid within fifteen (15) days of the due date, it shall bear a late charge of Ten Dollars (\$10.00); if the assessment is not paid within thirty (30) days after due date, the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose its lien against the property. Late charges, interest, costs and reasonable attorneys' fees incurred in connection with any such action shall be added to the amount of such assessment. No owner(s) may waive or otherwise relieve themselves from liability for the assessments charges to him/her by non-use of the Common Area or abandonment of his/her Lot or by renunciation of Membership in the Association.

**3.3 Annual Meetings**

The annual meeting of the Members of the Association shall be held during the months of May or June of each year or on such other date or place and at such time as the Board shall determine from time to time for the purpose of electing Directors, receiving annual financial and other reports, and for the transaction of such other business as may properly come before the meeting.

**3.4 Notice of Annual Meetings**

Written notice of the time, place and purpose of the annual meeting shall be served, with ballot and proxy included, either personally or by first-class mail, not less than ten (10) nor more than fifty (50) days before the meeting, upon each member who appears upon the books of the Association as a member and, if mailed, such notice shall be directed to the member at their address as it appears on the books of the Association, unless they shall have filed with the Board Secretary of the Association a written request that notice intended for them be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(a) At every meeting of Members, each member shall be entitled to vote in person or by proxy and shall be entitled to one vote. The vote for directors shall be on the ballot mailed to the Member as part of the notice of the Annual Meeting only and returned prior to the Annual Meeting per instructions in the meeting notice or can be entered in the ballot box prior to the start of the Annual Meeting. Upon the request of any member, the vote upon any question or matter before the meeting shall be by secret ballot. All matters and questions, except the election of Directors, shall be decided by a majority of the votes cast by the Members present in person at the meeting or by proxy.

### **3.5 Special Meetings**

Special meetings of the Members may be called at any time by the President or by two Directors. A special meeting of Members also must be called by the Board Secretary upon receipt of the written request of ten percent (10%) of the total number of members entitled to be cast a vote at such meeting specifying the date and month of such meeting, which shall not be less than two (2) nor more than three (3) months from the date of such written demand.

### **3.6 Notice of Special Meetings**

Notice of a special meeting stating the time, place and purpose or purposes thereof shall be served personally or by first-class mail upon each member not less than ten (10) or more than fifty (50) days before such meeting, and if mailed, such notices shall be directed to each member at his address as it appears on the books or records of the Association, unless (s)he shall have filed with the Board Secretary of the Association a written request that notices intended for him shall be mailed to some other address, in which case it shall be mailed to the address designated in such request. The notice shall also indicate that it is being given by or at the direction of the person or persons calling the meeting.

### **3.7 Place of Meetings**

All member meetings shall be held at such time of day and place within the County of Monroe as the Board may determine from time to time.

### **3.8 Quorum and Votes Required**

At any meeting of Members of the Association the presence of Members holding one-third (1/3) of the votes of all Members, in person or by proxy, shall be necessary and sufficient to constitute a quorum for all purposes except as otherwise provided by law, and the vote of a majority of the votes cast by Members present at any meeting at which there is a quorum shall be the act of the full Membership, except that Directors shall be elected by a plurality of the votes cast at a meeting by the Members entitled to vote in the election, and except as may otherwise be required by law, the Declaration, or by these By-Laws.

### **3.9 Voting**

(a) At every meeting of Members, each member shall be entitled to vote in person or by proxy and shall be entitled to one vote. The vote for Directors and, upon the demand of any member, the vote upon any question before the meeting, shall be by ballot. All matters and questions, except the election of Directors, shall be decided by a majority of the votes cast by the Members present in person or by proxy.

(b) When any Lot is owned by more than one person or entity, as tenants by the entirety, or in joint tenancy, or tenancy in common, or any other manner of joint or corporate ownership or interest, such persons or entities, as Owners of a single Lot, shall collectively constitute a member of the Association and be entitled to cast one vote as such. If such persons or entities cannot jointly agree as to how such vote should be cast, no vote shall be allowed with respect to such Member.

(c) The Association's Board may make such regulations as it deems advisable for any meeting of Members in regard to proof of Membership in the Association, evidence of right to vote, registration of Members for voting purposes, and such other matters concerning the conduct of the meetings and voting as it shall deem fit.

(d) The Board may issue rules specifying the method by which the Board Secretary shall be apprised of the names and addresses of all Owners and the number of votes to which each is entitled to cast at any meeting of the Membership.

(e) A member may vote as such either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from its date, unless otherwise provided in the proxy. Every proxy shall be in writing, subscribed by the member or his duly authorized attorney-in-fact and dated, but need not be sealed, witnessed or acknowledged, and shall be revocable at the pleasure of the member executing it, except as otherwise provided in Section 609 of the Not-For-Profit Corporation Law.

(f) At each meeting of Members, a full, true and complete list in alphabetical order of all Members entitled to vote in such meeting, certifying the number of votes each member is entitled to cast, shall be furnished by the Board Secretary.

### **3.10 Waiver of Notice**

Notice of meeting need not be given to any member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such member.

### **3.11 Inspectors of Election**

At the annual meeting, if requested by any member, the President shall, and, in any case, may appoint two persons, who need not be Members, to serve as inspectors of election.

## ARTICLE IV BOARD

### **4.1 Number and Qualifications**

The property, affairs, activities, concerns and business of the Association shall be managed by a Board consisting of not less than three (3) nor more than eleven (11) Directors who must be Members of the Association. The number of Directors, within these limitations, shall be fixed by the Board from time to time. Each Director shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified.

### **4.2 Election and Tenure**

(a) The Directors shall be divided into three (3) classes, as nearly equal as possible in size, with one class elected each year on a rotating basis by the Members of the Association by a plurality of the votes cast at the annual meeting.

(b) All Directors elected in due course at an annual meeting of the Association shall be elected to serve a term of three (3) years and shall succeed the incumbent Directors whose terms of office expire that year.

(c) Directors shall serve a maximum of two consecutive terms.

### **4.3 Powers and Duties**

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except those prohibited by law or by the Declaration or by these By-Laws. In addition to the powers conferred upon the Board by law and the Certificate of Incorporation, the powers and duties of the Board shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common elements.

(b) Determination of the common expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the Properties.

(c) Collection of the common charges from the unit owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendment of rules and regulations covering the details of the operation

and use of the Properties.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefore.

(g) Making of repairs, additions and improvements to, or alterations of the Properties and repairs to and restoration of the Properties, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(h) Levying fines against unit owners for violation of the Rules and Regulations established by it to govern the conduct of the unit owners, provided, however, that no fine may be levied in an amount in excess of \$100 for any one violation. Each day a violation continues after notice shall be considered a separate and additional violation. Such fines may be collected as if they were common charges owed by the unit owner(s) against whom the fines were levied. Where a unit owner is fined for an infraction of the Rules and Regulations and fails to pay the fine within ten (10) days after notification thereof, the Board may levy an additional fine or fines to enforce payment of the initial fine. Where a unit owner persists in violating the Rules and Regulations, the Board may require him to post a bond to secure future compliance with the Rules and Regulations.

(i) Controlling the use of all common elements of the Property, including restricted common elements.

(j) Controlling power shut-offs and other interruptions of the normal functioning of the Association to facilitate renovation of particular units and/or of the common elements. In making determinations in this area, the Board will make every effort to minimize the disruption of the operations or functioning of the units involved under the circumstances than prevailing.

(k) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common elements, subject to the limitations set forth in Article IX of the Certificate of Incorporation of the Association.

(l) Taking all other necessary and proper actions for the sound management of Georgetown Commons and to ensure compliance with the terms and provisions of the Declaration, Certificate of Incorporation, these By-Laws and the Rules and Regulations issued thereunder.

#### **4.4 Managing Agent and Manager**

The Board may employ a managing agent and/or a manager for the Association at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d) and (1) of Section 4.3 of this Article. The Board may delegate to the manager or managing agent any of the powers granted to the Board by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), and (k) of Section 4.3 of this Article.

#### **4.5 Meetings of the Board**

(a) Regular meetings of the Board shall be held at least six (6) times within each calendar year at such time and place as the Board shall establish by resolution. Such resolution shall provide that its adoption constitutes notice of regular meetings and no further notice of such regular meeting shall be required.

(b) The President may, when (s)he deems necessary, or the Board Secretary shall, at the request in writing of at least one third (1/3) of the number of Directors then in office, issue a call for a special meeting of the Board; only five (5) days notice shall be required for such special meetings.

(c) Notice of regular or special meetings of the Board need not be given to any Director who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement the lack of notice to such Director.

#### **4.6 Quorum**

Fifty percent (50%) of the Members of the Board shall constitute a quorum for the transaction of business. In the absence of the President and Vice President(s) the quorum present may choose a Chairman for the meeting. If a quorum is not present, a majority of the Directors present may adjourn the meeting to a later day.

#### **4.7 Voting and Action by the Board**

(a) Each Director is entitled to one vote on any matter before the Board. Voting by proxy is not permitted.

(b) The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

(c) Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all Directors or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and written consents thereto by the Director or committee shall be filed with the minutes of the proceedings of the Board or committee.

(d) Any one or more Director(s), or of any committee thereof, may participate in a meeting of such Board or committee by means of a conference telephone or similar communication equipment that allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such a meeting.

#### **4.8 Records**

There shall be maintained complete and accurate minutes of each Board meeting, including findings, conclusions, recommendations and actions, as well as each notice sent, each resolution adopted and each written consent executed by the Directors. Said notices, minutes, resolutions and written consents shall be maintained as with the permanent records of the Association.

#### **4.9 Absence**

Should a Director absent themselves unreasonably from three meetings of the Board in any one year, without sending a communication to the President or Board Secretary stating the reason for so doing, or if the excuse should not be accepted by the Directors, such member's seat on the Board may be declared vacant, and the Board may forthwith proceed to fill the vacancy in accordance with Section 4.10 hereof.

#### **4.10 Vacancies**

Whenever any vacancy occurs on the Board by death, resignation, or otherwise, it shall be filled without undue delay by a majority vote of the remaining Directors at a regular or special meeting called for that purpose. The election shall be held within sixty (60) days after the occurrence of the vacancy. The person so elected shall hold office until the next annual meeting or until a successor shall have been duly elected and qualified.

#### **4.11 Removal of Directors**

Any one or more Directors may be removed, with or without cause, at any time by a vote of two-thirds (2/3) of the Members of the Association present at a special meeting of Members called for that purpose. A Director may also be removed with cause by vote of the Directors, provided there is a quorum of not less than a majority present at the meeting of Directors at which such action is taken. Any Director who has been removed shall be ineligible for reelection for 6 years from the date of the removal.

#### **4.12 Fidelity Bonds**

The Board shall, in its discretion, obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

#### **4.13 Compensation**

No Director nor any officer shall receive any compensation from the Association for acting as such.

#### **4.14 Due Process Procedures**

In order to fairly enforce the By-Laws and Rules and Regulations of the Association, the following procedures will be followed: Before any fine or suspension of privileges is imposed, a notice will be sent to the Owner identifying the alleged violation of a By-Law, Rule or Regulation. If applicable, the notice will provide the Owner with a time and method for resolving the non-

compliance. The notice will also set forth the procedure for the Owner to request a formal hearing to argue his or her case if so desired. If a hearing is not requested by the Owner, the Board may levy a fine or suspend privileges based on the violation. If a hearing is requested, a decision will be made by the Board after considering all the facts and evidence presented by the Owner and other witnesses, if any.

## ARTICLE V OFFICERS

### **5.1 Number**

The Officers of the Association shall be a President, one or more Vice Presidents, a Board Secretary, and a Treasurer. The Board also may elect an Assistant Board Secretary and an Assistant Treasurer.

### **5.2 Election**

At the next regular meeting of the Board following the annual meeting of the Members, the Board shall elect all officers to serve until the next annual meeting of the Board or until their successors shall have been duly elected and qualified. The President and Vice Presidents must be from among the Directors. Any two or more offices may be held by the same person except the offices of President and Board Secretary.

### **5.3 Duties of Officers**

The duties and powers of the Officers shall be as follows:

#### **5.3.1 President**

The President shall be the Chief Executive Officer; (s)he shall preside at meetings of the Association and of the Board and shall be a member *ex officio*, with right to vote, of all committees except the Nominations Committee. (S)he shall also, at the annual meeting of the Association and at such other times as may be deemed proper, communicate to the Association or to the Board such matters and make such suggestions as may in his or her opinion tend to promote the prosperity and welfare and increase the usefulness of the Association, and shall perform such other duties as are necessarily incident to the office of the President.

#### **5.3.2 Vice President(s)**

In case of the death or absence of the President, or because of inability from any cause to act, the Vice President or, in the event there is more than one, a Vice President appointed by the Board, shall perform the duties of the President's office.

#### **5.3.3 Board Secretary**

It shall be the duty of the Board Secretary to give notice of and attend meetings of the Association; to conduct correspondence and to carry into execution all orders, votes, and resolutions not otherwise committed; to keep a list of the Members of the Association; to notify the officers and Members of the Association of their election; to notify Members of their appointment on Committees; to furnish the Chairman of each Committee with a copy of the vote under which the Committee is appointed, and upon request, to give notice of the meetings of such Committee; and generally to devote his or her best efforts to forwarding the business and advancing the interests of the Association. In case of absence or disability of the Board Secretary, the Assistant Board Secretary, if one has been elected, shall perform the duties of the office; otherwise, the President shall appoint a Board Secretary pro tem. The Board Secretary shall be the keeper of the Association's Seal.

#### **5.3.4 Treasurer**

The Treasurer shall keep an account of all moneys received and expended for the use of the Association, and shall make disbursements only upon vouchers approved in writing by any member of the Board. (S) he shall deposit all sums received in a bank or banks, or trust company approved by the Board. The Treasurer shall render or review all periodic and annual financial statements and

make a report thereon at the annual meeting, at Board meetings and when called upon by the President. Funds may be drawn only upon the signature of any two Officers or such other agents as the Board may appoint from time to time.

The Treasurer shall be responsible for preparing or reviewing all budgets and/or operating and maintenance plans.

The funds, books and vouchers maintained by the Treasurer shall at all times be under supervision of the Board and subject to its inspection and control. At the expiration of the term of office, the Treasurer shall deliver over to his or her successor all books, moneys and other property, or in the absence of the Treasurer – elect, to the President. In case of the absence or disability of the Treasurer, the Assistant Treasurer, if one has been elected, shall perform the duties of the office; otherwise, the President shall appoint a Treasurer pro tem.

#### **5.4 Bond of Treasurer**

The Treasurer shall, if required by the Board, give to the Association such security for the faithful discharge of his or her duties as the Board may direct.

#### **5.5 Vacancies**

All vacancies in any office shall be filled by the Board without undue delay, at its regular meeting, or at a meeting specially called for that purpose.

#### **5.6 Removal**

Any Officer may be removed from office, with or without cause, by the majority vote of all the Directors at any regular or special meeting called for that purpose. Any officer proposed to be removed shall be entitled to at least five (5) days notice in writing delivered in person or by first-class mail of the meeting of the Board if Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board at such meeting.

### ARTICLE VI COMMITTEES

#### **6.1 Names and Kinds of Committees**

Committees of the Board shall include Standing Committees, Special Committees Ad Hoc Committees and Advisory Committees. Standing Committees are limited to Executive Committee, Finance Committee, Capital Project and Planning Committee, Architectural Review, Landscape Committee and Rules and By-Laws Committee. Special Committees may include but are not limited to Welcoming Committee, Social Committee, Communications Committee and Emergency Preparedness Committee. The Board may also create Ad Hoc committees, which shall be committees of the Association, and of which the Nominations Committee shall be one. In addition, the Board may also create Advisory Committees from time to time.

#### **6.2 Composition**

(a) Standing Committees – Each Standing Committee shall consist of at least one (1) Director assigned by the Board as liaison except as noted below.

1. Alternates – the Board may designate one or more Directors as alternate Members of any Standing Committee who may replace an absent member(s) at any meeting of such Standing Committee.

(b) Special Committees – Members of Special Committees shall be appointed by the President with the consent of the Board. Committee members must be permanent residents of Georgetown Commons. No specific number of committee members is required. The committee shall report to the Board through an assigned Director.

(c) Ad Hoc Committee – Committee members need not be Directors, but must be Members of the Association or permanent residents. Committee members are to be elected by the Board. No specific number of committee members is required. Ad Hoc Committees report to the Board through



an assigned Director.

1. The exception is the Nominations Committee which shall require three (3) Association Members as detailed in Article 6.11.6 below. The assigned Board member shall be the President who will oversee that the nominations process is being followed.

(d) Advisory Committee – May consist of any person or persons who are deemed qualified with special expertise to assist the Association. Committee members need not be Association Members nor residents of Georgetown Commons

(e) Alternates – The Board may designate one or more Directors as alternate members of any Standing Committee, who may replace any absent member or members at any meeting of such Standing Committee.

(f) Except as noted above the number of committee members shall not be limited.

### **6.3 Powers and Reporting**

To the extent provided by these By-Laws or by Board resolution, Standing Committees shall have the authority and power of the Board, except that no Committee of any kind shall have any authority as to the matters set forth in Sections 712 (a)(1) through (5) of the N.Y. Not-For-Profit Corporation Law. Special and Ad Hoc Committees shall have only the powers specifically delegated to them by the Board and shall limit their activities to the accomplishment of the tasks for which they were appointed.

**6.4** Committee Chairs are responsible for keeping accurate minutes of the activities of their committee, forwarding a copy of the minutes after each meeting to the Board Secretary for distribution to Directors and inclusion in the Board records. They are to maintain a copy to be passed along to each succeeding Chair. Removal/Destruction of records must be approved by a vote of the Board.

### **6.5 Tenure**

Each member of any Committee shall serve until the next annual meeting and until a successor is appointed or elected to the Committee, unless such committee member sooner ceases to be qualified as a matter of law, resigns or is removed from the Committee. A member of a Committee may serve multiple terms.

### **6.6 Resignation and Removal**

(a) Resignation: Any member of a Committee may resign at any time by giving written notice to the Chair of the Committee. Such resignation takes effect on the date of receipt or at any later time specified in the notice. Resignation of the Chair shall be submitted in writing to the President of the Board. If the Chair is a Director, resignation from their position as Chair does not necessitate resignation as a Director.

(b) Removal: Any member of a Board Committee, except an *ex officio* member, may be removed at any time by a resolution adopted by a majority of the Directors. Any *ex officio* member of a Board Committee ceases to be such if (s)he ceases to hold the designated position which is the basis of *ex officio* membership.

### **6.7 Vacancies**

A vacancy on any Committee, whether by resignation, removal, increase in committee membership, or otherwise, may be filled for the unexpired portion of the term by the Chair, with the exception of the Nominations Committee and Executive Committee. These committees require approval of the Board to fill vacancies.

### **6.8 Meetings and Notice**

Each Committee shall meet as often and at such times as may be necessary to perform its duties. Meetings of a Committee may be called by the Chair of the Committee, the President, or any two (2) of the Committee's voting members. Oral or written notice of the time and place of any meeting of a Committee shall be given, except in an emergency, at least forty-eight (48) hours prior to the meeting. Electronic notice (e-mail) shall be deemed written notice for those Directors or

committee members who have registered an e-mail address with the President of the Board or Committee Chair. Emergency meetings require an acknowledgement of receipt or follow-up call.

#### **6.9 Quorum**

A majority of the voting members of a Committee constitutes a quorum for the transaction of business at any meeting of such Committee.

#### **6.10 Manner of Acting**

The affirmative vote of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the Committee. Action also may be taken without a meeting by a written statement setting forth the action so taken signed by every member of the Committee entitled to vote thereat, or by telephone conference as provided in Section 4.7 hereof. Electronic notice (e-mail) is an acceptable form of writing for those Directors or committee members who have registered an e-mail address with the President of the Board or Committee Chair. E-mail is not an acceptable vehicle for the purpose of voting on issues brought before the Board or Committee (see notes on 6.7)

#### **6.11 Duties of Standing Committees**

The make up and duties of the Standing Committees are as outlined below:

##### **6.11.1 Architectural Review**

The Committee shall consist of at least three (3) members one of which must be a Director to be appointed by the Board. The Director shall also be assigned as liaison to the Landscape Committee. The Committee shall have the responsibility for maintaining the harmony of the external design in relation to surrounding structures and location of all Georgetown Commons Properties as required by Article V of the Declaration.

No building, fence, wall, roof or other structure shall be commenced, erected or maintained on the properties, nor shall any exterior addition to, change or alteration therein or replacement thereof be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted, by an application in writing, to and approved by the Committee. If the Committee fails to approve or disapprove such application within thirty (30) days after the application has been submitted, no further approval is required. A copy of the application with approval and restrictions noted on the application shall be signed by a Committee member with one copy returned to the Association member for their records, a copy given to the Resident Manager to be kept in the unit's file, a copy maintained for Committee records and a copy kept by the Board Secretary. Once the project is completed, a final inspection is to be conducted and the final inspection and approval form completed with a copy given to the Association member. Resident Manager shall keep a copy in the unit's file, a copy to be kept for Committee records and a copy kept by the Board Secretary. Copies given to the Association member shall be kept and transferred along with other documents relative to the unit upon transfer of title.

##### **6.11.2 Capital Projects, Planning and Maintenance Committee** (hereinafter called the "Planning Committee")

The Committee shall consist of at least three (3) Members, which shall include the President or a Vice President, the Treasurer and at least one other Member who may be a Director or other Association Member. It shall be responsible for short and long-range planning in connection with repairs to and maintenance and replacement of common area capital assets and maintenance and/or replacement of exterior building surfaces and roofs, gutters and downspouts of individually owned units. Its planning and maintenance responsibilities shall also include, but are not limited to, common area fencing, trees, walks, shrubs, lighting, roads, driveways, signage, motor vehicles, equipment and recreational areas, including the swimming pool and tennis court. The Committee shall be responsible for developing short and long-range plans to maintain, improve or replace such properties and for ways, means and methods of financing the same by projecting the costs of such projects over given periods of time. The Committee shall make periodic recommendations to assure that the Association's Maintenance Reserve Fund and Budget will provide adequate funding to complete such

projects over a sufficient period of time based on reasonable payment expectations, within the limitations set forth in the Declaration.

#### **6.11.3 Executive Committee**

The Executive Committee shall consist of the President, Vice President, Treasurer and Board Secretary of the Corporation, plus up to two additional Directors if so selected by the Board. In the event there is more than one Vice President, the Vice President selected by the Board shall be a member of the Committee. To the extent permitted by law, the Executive Committee shall represent the Board and shall have and exercise the power and authority of the Board to transact all regular business of the Corporation between meetings of the Board. It shall coordinate the activities and general policies of the Corporation, shall make recommendations to the Board with respect to managing and conducting the affairs of the Corporation, and shall meet and act as otherwise instructed by the Board. The activities of the Executive Committee shall be deemed to have been ratified by the Board following presentation of the Committee's minutes and records or of a report of its actions, unless the Board adopts a resolution overruling the Committee.

#### **6.11.4 Finance Committee**

The Finance Committee, which shall be chaired by the Treasurer, shall have general responsibility for recommendations for management and investment of all funds of the Association, for the financial planning for the Association and for the coordination of all programs affecting the fiscal affairs and financial condition of the Association. It is desired that the Finance Committee consist of a minimum of three (3) Members with at least one Association Member who is not a Director. Specifically, the committee shall:

(a) Review monthly and other periodic financial reports, statements and budgets of the Association prepared by and received from the management company engaged by the Association, and make comments and recommendations with respect thereto to the said management company and to the Board;

(b) Assist in the preparation, review and recommend to the Board for approval the annual operating budget and the capital maintenance reserve plan, and review and make recommendations regarding changes to either the operating budget and/or capital maintenance reserve plan;

(c) Review and make financial recommendations on all proposed capital and operating expenditures and maintenance reserves, all proposed borrowings, all deposits to and withdrawals from segregated funds, and all purchases, sales and earnings of investment securities and other capital assets of the Corporation;

(d) Review the financial feasibility of corporate projects, acts and undertakings involving major expenditures, as defined from time to time by the Board, and make recommendations thereon to the Board;

(e) Receive, review and evaluate the findings and final reports of the annual audit of the Association's financial records and based thereon, make recommendations to the Board concerning the financial operation of and services required by and provided to the Association;

(f) Recommend a certified public accounting firm to conduct an annual audit of the accounts and records of the Association and to work directly with such firm; and

(g) Perform such other duties related to fiscal matters as may be assigned to it by the Board or the President.

#### **6.11.5 Landscape Committee**

The Committee shall consist of at least three (3) members. The liaison with the Board shall be the same Director who sits on the Architectural Review Committee. The Landscape Committee shall have the responsibility for maintaining the harmony of and address landscaping matters, including placement or replacement of shrubs and trees and maintenance of the same, as well as the all common areas, external design and topography in relation to surrounding structures as required by Article V of the Declaration.

There shall be no exterior addition, change nor alteration to nor replacement of any planting,

shrub or tree, until the plans and specifications showing the nature, kind, shape, height, materials and location of same has been submitted, by variance request, to and approved by the Committee. If the Committee fails to approve or disapprove such variance request within thirty (30) days after the variance request has been submitted, no further approval is required. A copy of the variance request, with approval and restrictions noted on the variance request, shall be signed by a Committee member with one copy returned to the Association member for their records, a copy given to the Resident Manager to be kept in the unit's file, a copy maintained for Committee records and a copy kept by the Board Secretary. Once the project is completed, a final inspection is to be completed and the final inspection and variance request completed with a copy given to the Association member. Resident Manager shall keep a copy in the unit's file, a copy to be kept for Committee records and a copy kept by the Board Secretary. Copies given to the Association member shall be kept and transferred along with other documents relative to the unit upon transfer of title.

The Committee shall periodically inspect all common areas and make recommendations with respect to landscaping so as to assure proper maintenance and harmony of the design of the entire area.

#### **6.11.6 Nominations Committee**

During the month of December the Board shall appoint an ad hoc Nominations Committee of at least three Members of the Association., These Members shall not be a current Director; shall not be related to a sitting Director; shall not be related to another Nominations Committee member; and can not be a candidate for Director. The committee's duty shall be to identify and verify the qualifications of potential Directors, explain the duties of a Director to potential candidates, and nominate candidates for Directors to be elected at the next annual meeting. The Committee shall notify the Board Secretary, in writing, of the names of such candidates at least fifty (50) days before the date of the annual meeting, and the Board Secretary, except as herein otherwise provided, shall mail a copy of such nominations to the Management Company along with the candidates' biographies no later than 40 days prior to the annual meeting. Nominations for Directors may also be made independently, in writing, signed by not less than ten (10) Members of the Association and forwarded to the Board Secretary at least forty-five (45) days prior to the annual meeting of Members including a biography of the candidate(s) for immediate transmittal by the Board Secretary for Board Approval . Once approved, the Board Secretary shall forward to the Management Company to be included with the notice of the annual meeting. A "Meet the Candidates" session shall be held at the discretion of the Board.

#### **6.11.7 Rules and By-Laws Committee**

The Committee shall consist of at least three (3) Directors and one other member who may be a Member or Permanent Resident. The Committee shall meet at least once in each year. The Committee shall review, if appropriate, the organization and policies of the Association, other than those of a routine nature. The Committee shall review annually, and, if deemed advisable, make recommendations to the Board to amend or restate the Declaration, the Certificate of Incorporation, the By-Laws and the Rules and Regulations ("Resident Guidebook") of the Association based on then current needs, conditions and developments.

## ARTICLE VII CONFLICTS OF INTEREST

### **7.1 General**

The relationship between the Association and its Directors, officers, and employees is one which carries with it a strict duty of loyalty and fidelity to the Association. Such persons shall exercise the utmost good faith in all transactions involving their duties at the Association, its properties and facilities. Such persons shall not use their positions or knowledge gained therefrom to the detriment of the Association.

### **7.2 Voidable Contracts and Transactions**

(a) Any contract or other transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, firm, association, or entity in which one or more of the Association's Directors or officers are also Directors or officers or have a substantial financial interest, as defined below, shall be void unless the following two conditions are met:

(1) The material facts of such Director's or officer's common Directorship, officership, or financial interest in such contract or transaction are in good faith disclosed or otherwise known to the Board, or to any committee, or to the Members if entitled to vote thereon, as a matter of record, before any action is taken; and

(2) The Board, or committee or Members, authorize such contract by a resolution adopted by a vote sufficient for such purpose without counting the vote of such interested Director or officer.

(b) If, (1) there was no good faith disclosure of the material facts as to the Director's or officer's interest in the contract or transaction and as to any such common Directorship, officership or financial interest, or (2) there was no knowledge of such facts by the Board, committee or Members entitled to vote thereon, or (3) if the vote of such interested Director or officer was necessary for the authorization of such contract or transaction at a meeting of the Board, a committee, or Members at which it was authorized, the Association shall void the contract or transaction unless the party or parties thereto shall establish affirmatively that the contract or transaction was fair and reasonable as to the Association at the time it was authorized by the Board, committee or Members.

(c) Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized such contract or transaction.

### **7.3 Financial Interest Defined**

A person has a financial interest if (s)he personally has, directly or indirectly, through business, investment, or family;

(1) an ownership or investment interest in any entity with which the Association has entered into, or is negotiating, a transaction, contract or arrangement; or

(2) a compensation arrangement with the Association or with any entity or individual with which or whom the Association has entered into or is negotiating a transaction, contract or arrangement.

Compensation herein includes direct and indirect remuneration as well as other types of payments or benefits of a substantial nature.

### **7.4 Loans**

No loans shall be made by the Association to its Directors or officers, or to any other corporation, firm, association or other entity in which one or more of its Directors or officers are Directors or officers or hold a substantial financial interest.

## **ARTICLE VIII FISCAL YEAR**

The fiscal year of the Association shall commence on April 1<sup>st</sup> of each year and end on March 31<sup>st</sup> of the following year.

## **ARTICLE IX PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS**

No member, Director, officer or employee of, or person connected with the Association, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Association, provided that this shall not prevent the payment to any such person such reasonable compensation for services rendered to or for the Association in effecting any of its purposes, or as such person may be entitled to share in the lawful distribution of any of the

Association's assets upon dissolution of the Association.

ARTICLE X  
SALES, LEASES AND MORTGAGES OF UNITS

**10.1 Leasing of Units**

No unit owner may lease his unit except in accordance with the following provisions:

(a) No unit owner shall lease his unit for a period of less than six (6) months without prior written consent of the Board. Such consent may not be unreasonably withheld.

(b) Any lease must be consistent with the Declaration, By-Laws and Resident Guidebook, as the same may be amended from time to time, and must provide that the Lease must comply therewith. Said lease must further provide that if the Lessee fails to comply with the aforementioned provisions, the Board shall have the power to terminate such lease and/or bring a summary proceeding to evict the Lessee in the name of the Landlord.

(c) Said lease must further provide that it may not be modified, amended, extended or assigned, without prior written consent of the Board and that the Lessee shall not sublet the demised premises or any part thereof without prior written consent of the Board.

(d) Said lease must further provide that if the Landlord fails to pay common charges or special assessments assessed against the unit owner, the Board may evict the Lessee on not less than thirty (30) days prior written notice of foreclosure of the lien on such unit.

(e) Except as otherwise provided herein, such lease shall be in a form of lease approved in writing by the Board.

(f) A copy of said lease shall be delivered to the Board to be kept in the permanent records of the Association.

(g) Leases made in violation of these provisions shall be voidable at the discretion of the Board. If the Board chooses to void the lease, the Landlord shall be deemed to have authorized the Board to institute legal proceedings to evict the Lessee in the name of the owner as Landlord, and the Landlord shall reimburse the Board for all costs incurred in connection therewith, including reasonable attorneys' fees.

(h) No portion of a unit, other than the entire unit, may be rented, and no transient tenants may be accommodated therein.

(i) Any occupation of a part of or an entire unit for a consideration shall be deemed to be a lease subject to the provisions of the By-Laws.

(j) Only eleven (11) of the Units may be occupied by non-Owners and/or non-Family members. Any Units owned by the Association are not counted toward the eleven (11) maximum.

A Unit purchased after the date of recording of the amendment in the Monroe County Clerk's Office must be Owner occupied for a minimum period of five (5) years before it can be leased, and can only be leased with Board approval, which approval will not be unreasonably withheld.

Units purchased to be occupied by family members are exempt from this occupancy prohibition. Family members are defined as being Parents, Parents-In-Law, Children, and Siblings of the Unit Owner.

As of the date of the recording of this Amendment, once eleven (11) of the Units are occupied by non-Owners and/or non-Family Members, Owners wishing to lease their Units will be placed on the waiting list on a first-come first-served basis, based on receipt of a written request received by the Board of Directors or management.

Unit Owners currently leasing their Units can continue leasing their Units when the current tenant's lease ends if less than eleven (11) of the total Units are under lease.

The Board of Directors, in its sole discretion, may grant exceptions to the eleven (11) Unit maximum, for extenuating circumstances.

## **10.2 No Severance of Ownership**

No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to the unit without including therein the appurtenant interests, it being the intention to prevent any severance of such combined ownership. Nor shall any unit's title be transferred until all items not in compliance with the guidelines are brought back into compliance. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests as omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

## **10.3 Payment of Assessments**

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease the unit unless and until all unpaid liens against such unit, except permitted mortgages, shall have been paid in full to the Association.

### ARTICLE XI

#### LIABILITY, INDEMNIFICATION OF DIRECTORS AND OFFICERS AND INSURANCE

(a) The Association shall indemnify its Directors, officers and employees to the fullest extent authorized or permitted by applicable law as may be set forth, from time to time, by resolution of the Board, such indemnification to include advances for expenses in defending litigation.

(b) The Association shall purchase and maintain Directors' and officers' liability insurance with approval by the Board.

(c) It is intended that the Directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any unit owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Members of the Board shall be limited to such proportion of the total liability thereunder as his/her interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Board or by the managing agent or by the manager on behalf of the Association shall provide that the Members of the Board, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all unit owners in the common elements.

### ARTICLE XII

#### AMENDMENT OF BY-LAWS

## **12.1 By Members**

Subject to the restrictions contained herein, the By-Laws may be altered, amended or repealed at any meeting of Members of the Association by the affirmative vote of a majority of all the Members of the Association, represented either in person or by proxy at such meeting, provided that a full statement of the proposed amendment is included in the notice of such meeting.

## **12.2 Recording**

Any amendment adopted by the Members shall be recorded in the Monroe County Clerk's Office. However, no amendment shall affect or impair the validity or priority of an Owner's interest or the interest of holders of a mortgage encumbering any Lot.

### ARTICLE XIII

#### DISSOLUTION

Subject to the provisions of Article 10 of the New York Not-For-Profit Corporation Law, and subject to the restrictions contained herein, the Association may be dissolved by action of the Board

and of the Members at a meeting of Members of the Association by the affirmative vote of two-thirds (2/3) of all votes cast by the Members, represented either in person or by proxy; notice of such proposed action must be given in the notice of such meeting.

ARTICLE XIV  
RULES AND REGULATIONS

In addition to restrictions in the Declaration and other provisions of these By-Laws, the Board shall, from time to time, adopt Rules and Regulations governing the use of the Common Area and the conduct of all residents and guests on the Properties.

The Board shall publish the "Georgetown Common Resident Guidebook" (Guidebook) and provide each homeowner member with a copy. The book shall contain all the "Rules and Regulations" and these By-Laws as amended from time to time.

The Board will review the Guidebook at least annually and publish any changes that have been made.

Each homeowner shall pass the Guidebook, as well as a copy of the Declaration then in effect, to the new owner in the event of a sale or transfer of the unit.

ARTICLE XV  
MISCELLANEOUS

**15.1 Insurance**

Under no circumstances shall an Owner permit or suffer anything to be done, kept or left in his or her unit which is likely to increase the insurance rates on such unit or on units of other Owners or the Common Area.

**15.2 Severability**

Should any of the covenants, terms or provisions of these By-Laws be void, or 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.

**15.3 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, wherever the context so requires or permits. In the event of any conflict between these By-Laws and the Declaration or the Certificate of Incorporation of the Association, the latter, as the case may be, shall control.

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Revised \_\_\_\_\_