

**AMENDED AND RESTATED BY-LAWS  
OF THE  
RONDOUT HARBOR HOMEOWNERS ASSOCIATION, INC.**

**Document Control:**

Date	Revision	Document Approvals	Approved By
Original	V 1.0	<ul style="list-style-type: none"> <li>Original conversion/separation forming RHHA</li> <li>Original text removed in V1.01</li> </ul>	Previous Boards – prior to 2014.
1996-2014	V 1.04	Revisions for amendments – Final review by BOD – before Attorney review	
Amended and Restated	V 2.0	Updated and reviewed by attorney 9/11/14. Ready for review by the Association Membership.	

**ARTICLE I  
APPLICABILITY AND DEFINITIONS**

Section 1. Applicability

These By-Laws shall be applicable to the Rondout Harbor Homeowners Association, Inc., a non-profit corporation of the State of New York, its members and to any and all property that is now or may hereafter be owned by the Association. All present and future owners, mortgagees, lessees and occupants of living units, and employees and guests of owners, as well as, other persons who may use the Common Areas, shall be subject to the Declaration, these By-Laws, Rules and Regulations, which can be amended from time to time. The acceptance of a deed or other instrument of conveyances; the succeeding of title to or the execution of a lease or sublease for, the occupancy of a single unit.

Taking title to a Living Unit shall constitute an agreement by the record owner that the provision of the Declaration, these By-Laws and the Rules and Regulations, which can be amended from time to time, have been accepted and ratified, and will be complied with.

The Homeowners Association is the cornerstone of a planned residential community. It brings continuity and order to the community, it preserves the architectural integrity, and maintains the common elements. The Association, and therefore the Board of Directors serves to promote the concept of “community” and works to protect the property values.

Section 2. Definitions:

1. **“Association”** shall mean and refer to Rondout Harbor Homeowners Association Inc., as a corporation, its successors and assignees.
2. **“Board of Directors”** (“Board” or “Directors” or “BOD”) shall mean and refer to the Board of Directors of the Association as established in Article VIII of the Declaration of Covenants.
3. **Committees:** an **“Ad hoc”** or **“Term”** committee is one having a determined date of



- expiration. A "Standing" or "Permanent" committee is one having no date of expiration.
4. **"Declaration"** ("Covenants" or "Covenants and Restrictions" or "Declaration of Covenants") shall mean and refer to the document: Declaration of Covenants, Conditions and Restrictions of the Rondout Harbor Homeowners Association, Inc., recorded with the Ulster County Clerk and any amendments thereto.
  5. **"Majority of Votes"** as used in the By-Laws shall mean the number of votes cast in person or by proxy by the membership of the Rondout Harbor Homeowners Association, Inc., and shall exceed 50% (44) of all homeowners.
  6. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot/unit providing for the exclusive right to occupy the living unit, including, without limitation, a life estate or a trust but not including tenants, guests or other temporary occupants.
  7. **"Properties"** shall mean and refer to that certain planned unit development (PUD) known as "Rondout Harbor", located in the Town of Esopus, Ulster County, New York, and such additions thereto as may be hereafter be brought within the jurisdiction of the Association.
  8. **"Common Areas"** shall mean all real property and facilities and the improvements thereon, owned or hereafter acquired by the Association for the common use and enjoyment of the owners. Including, but not limited to open areas, recreation facilities, private roads, parking areas and sidewalks.
  9. **"Member(s)"** shall mean and refer to all those Owners who are members of the Association as provided in Article II hereof.
  10. **"Living Unit"** shall mean and refer to any lot on which a portion of a building is situated, and intended for use and occupancy as a single family residence.
  11. **"Lot"** shall mean and refer to any designated plot of land for the Rondout Harbor subdivision as demonstrated on the maps referred to hereinabove filed with the Ulster County Clerk.
  12. **"Exteriors"** herein refers to the Association's responsibility to maintain, repair, replace and correct the exterior of Living units. This includes all aspects of the Living Unit visible from the outside, except for the following:
    - a. Windows and screens
    - b. Skylights
    - c. Exterior doors (including sliding doors)
    - d. Exterior electric outlets
    - e. Exterior Plumbing (i.e. hose outlets, vents, piping)
    - f. Fireplace flu extensions
    - g. Foundations, inclusive of exterior patiosAnd/or additions or attachments approved by the Association. For additions where applicable the depth of the exterior shall include the siding, sheathing, roof shingles and all necessary attachments. The need, nature and extent of any addition shall be determined by the Board of Directors of the Association.
  13. **"Party Fence"** shall mean and refer to a fence situate or intended to be situate on the boundary line between adjoining units/lots.
  14. **"Party Wall"** shall mean and refer to the entire wall, or a portion of which is used for support of each adjoining Unit, situate or intended to be situate on the boundary line between adjoining properties.



15. **"Rent"** shall mean and refer to the Owner's ability to rent, lease including life estate, or sublet their Living Unit.
16. **"Resident(s)"** shall mean and refer to the individuals living in a single unit that are not the Owner of said unit.
17. **"Tenant(s)"** shall mean and refer to the individuals responsible for renting, leasing or subletting a Living Unit.
18. **"Commercial Vehicle(s)"** shall mean and refer to any vehicle with DMV commercial plates, not used by the owner as a personal transport or too large to part in the normal spaces provided. Examples include, but are not limited to contractor vehicles, employer owned commercial vehicles operated by a resident.
19. **"Single Family Residence"** shall mean and refer to a single dwelling unit occupied by one household or family that can include a basement suite or in-law suite.

## ARTICLE II

### MEMBERSHIP, MEMBERSHIP MEETINGS AND VOTING RIGHTS

#### Section 1. Membership

Every Owner of a Lot which is subject to the Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration. Membership in the Association shall lapse and terminate when a member ceases to be an Owner. However, any delinquent assessments will still be the liability of said Owner (or to the transferee) despite termination of Membership.

#### Section 2. Membership Fee:

As a condition for taking title, and to become a member in the Association, each Owner of a unit including successors in title or at prior to taking title shall pay a prescribed, one-time membership fee. The fee is subject to revision by the Board of Directors. The membership fee is separate from and in addition to maintenance assessments referred to in the Declaration and these By-Laws.

#### Section 3. Suspension of Membership:

The rights of membership are subject to payment of periodic assessments levied by the Board. The obligations of such assessments are imposed against each Member shall become a lien upon the property of any Owner as demonstrated in the Declaration.

During any period in which a Member shall be in default of the payment of any assessment levied by the association the Member's right to use the Common Areas and Facilities may be suspended by the Board until such assessment has been paid.

Member rights to the Common Areas and Facilities shall also be suspended if after notice and an opportunity to be heard before the Board for the violation of any rules or regulations are still outstanding and/or in process.

#### Section 4. Membership Meetings

- I. Annual meeting:



- a. The Association shall hold an annual meeting within the first month of each fiscal year, or as otherwise determined by the board, to conduct the following:
  - i. Review the activities of the prior fiscal year.
  - ii. Review the financial activities of the prior fiscal year.
  - iii. Present and review the budget for the new fiscal year.
  - iv. Elect members to the Board of Directors.
  - v. Conduct any other business that properly comes before the assembly.
- b. Notice of Annual Meetings: Written notice of annual meetings shall be presented by the Secretary in a method deemed reasonable by the Board of Directors. Such written notice shall be given not less than fifteen (15) days before the date of the Annual Meeting.

## II. Special Meetings

- a. The Association President shall, if directed or approved by a majority of the Board of the Directors, can call a Special Meeting.
  - i. The purpose of a Special Meeting shall be stated in the notice of the meeting.
  - ii. No other business shall be conducted other than what is stated in the notice of the meeting.
  - iii. Written notice of a Special Meeting shall be given to the membership no later than five (5) days before said meeting.

## III. Other membership meetings:

- a. No other membership meetings shall be called except in the event that two-thirds (2/3) of all members petition the Board in writing for a special meeting to review or vote on a proposed action. The President shall be required to call said special meeting to address the petition and hold a vote on the proposed action called for by the petition.

## IV. Meeting times and places:

- a. Meetings of the Association shall be held at times and places as scheduled by the Board of Directors.

### Section 5. Notice of Meetings

Written notice of annual meetings shall be given by the Secretary in a method deemed reasonable by the Board. Such written notice shall be given not less than fifteen (15) days before the date of such meeting. Waiver of notice may be made by any member, in writing. Presence at the meeting shall be considered waiver of any formal notice to the member.

RHHA notices are posted on the mailbox stations in all 3 sections of the Association. In addition the RHHA, Inc. web site [www.rondoutharbor.org](http://www.rondoutharbor.org) has notices and minutes of all meetings once approved by the Board.

### Section 6. Quorum:

The presence of fifty-one (51%) per cent (44 votes) of all the membership votes, either in person or by proxy shall constitute a quorum at any meeting.

- a) If a quorum is not forthcoming, the meeting may be adjourned and rescheduled.
- b) Written notice of the adjourned meeting's new date shall be given to the membership no



less than five (5) days before the meeting date.

- c) At said adjourned, newly rescheduled meeting the quorum required shall be reduced to twenty-five (25%) percent or one-half (22 votes) of the membership votes, either in person or by proxy.

Section 7. Proxies:

Voting by proxy shall be permitted if such proxy is delivered in writing on the form prescribed by the Board, or such other form acceptable to the Board at its discretion. The proxy form and/or waiver, or notice in writing is to be filed with the Secretary of the Association prior to the meeting. If the proxy is for an election at the Annual meeting, said proxy shall be filed with the Nominating Committee, or to the Sectary if there is no such committee, prior to the Annual meeting.

Section 8. Membership list:

Association Secretary shall use his or her best efforts to maintain a complete list of members of the Association which list shall be reviewable to all members upon reasonable notice.

Section 9. Parliamentary Procedure Only as a guide:

The meetings will us as a guide Roberts Rules of Order, as deemed necessary by the Board.

Section 10. Association class of voting Membership:

The Association shall have one class of voting Membership. Each Living Unit shall be entitled to one (1) vote. When more than one person (or entity) owns any unit/lot, their vote shall be exercised as a single vote, as determined among themselves, and in no event will a split vote be honored. Not more than one vote can be cast with respect to any single unit/lot.

Section 11. Voting Rights and Requirements

- I. Voting by proxy shall be permitted when submitted in writing and filed with the Board Secretary.
- II. A unit owner must designate in writing the name of another individual whom they authorize to vote in their stead. This designation will be maintained by the Board Secretary. The Owner is responsible to keep this updated with the Board.
- III. Suspension of Voting Rights:
  - If a Member is in default of payment for any or all of the following;
    - general or special assessments,
    - outstanding fines or fees,
    - or otherwise in violation of the Rules and Regulations, By-Laws or Declaration of Covenants,

The Member's voting rights will be suspended, and the owner will be a member in default until such is corrected.

### ARTICLE III FORFETITURE OF VOTING RIGHTS

Member in Default:



In the event a member is in default of payment of general or special assessments, their voting right as defined in Article II shall be forfeited until such default is correct. This forfeiture in no way relieves said member of any obligations and duties as set forth in the other provisions of these By-Laws, or the provisions of the Declaration.

## **ARTICLE IV BOARD OF DIRECTORS**

### Section 1. Regulated by:

The duties, powers, selection, and terms of the Board of Directors shall be regulated by the Certificate of Incorporation, Declaration of Covenants, Conditions and Restrictions, and by these By-Laws.

### Section 2. Board Membership, Election and Vacancies:

The Board of Directors shall be elected by a majority of members of the Association.

- a) There shall be seven (7) members of the board. The Board shall be elected by a majority vote of the Association Membership present at the Annual Meetings. Votes are to be made in person or by the approved proxy format.
- b) All Directors must be a permanent resident and owner of a Living Unit current in all assessments, special assessments, fines and other fees levied by the Association.
- c) Vacancies in the Board occurring before a term has expired shall be filled by a majority vote of the remaining Directors. The appointed Director shall hold office for the unexpired term of their predecessor. If they choose to continue to serve on the Board after the term expires they need to participate as a nominee in the election process.
- d) Compensation: No Director shall receive compensation for any service he/she may perform for the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of Board duties.
- e) The Board of Directors may contract with a Management Company to oversee the day-to-day operation of the association, with a proposal to the Association membership, and a two-third (2/3) vote.

### Section 3. Term of Office:

- a) The term of office for a Director shall be three (3) years. However, at the first annual meeting of the Association following these amended and re-stated By-Laws, two (2) Directors shall be elected to serve three (3) years, two (2) shall be elected to serve two (2) years, and three (3) shall be elected to serve one (1) year. Thereafter, all terms shall be three (3) years, staggered as aforesaid. The term of each Director shall commence at the annual meeting at which he/she is elected and shall terminate at the annual meeting of the third year thereafter.
- b) The terms of office shall commence at the Annual meeting when elected, and shall terminate at the Annual meeting of the third year thereafter.
- c) Terms of the Directors are to be staggered.
- d) The Secretary shall maintain a current list of the terms of all board members to ensure the



term of office is executed as designed.

Section 4. Removal of a Director:

- a) A Director may be removed with cause or without cause by a majority vote of the Directors, and/or with or without cause by a two-third (2/3) vote of ALL the members of the Association.
- b) If a director is determined to be in un-remediated violation of the Covenants, By-Laws or Rules and Regulations for more than sixty (60) days, the Director will be required to resign.

Section 5. Meetings of the Board of Directors:

Board of Director meetings include an Open Forum to encourage community participation. Homeowners are invited to attend advertised Board meetings, with the expectation that decorum will be followed. There will be an open floor question and answer period. Homeowners are also encouraged to submit questions or concerns for the Board in writing to be covered at a following Board meeting. If at any point, the open forum prevents the Board from conducting its activities, the Board has the right to suspend the open forum. The open forum is a privilege extended to all homeowners.

- a) Meetings of the Board of Directors shall be held at least five (5) times per year.
- b) Notice of the meeting shall be given to each Director personally or in writing at least five (5) days before the meeting.
- c) Notice of regular Board of Director meetings shall be posted on the RHHA web site, and at the mail boxes least five (5) days in advance. If available, an agenda shall be included in the notice.
- d) Presence of a majority of Directors shall be considered a quorum.
- e) The Board of Directors may conduct business when membership vacancies exist.
- f) Directors may attend meetings via telephone or using remote teleconferencing tools. Directors cannot give another director a proxy to vote at a Board meeting.
- g) The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

Section 6. Nominating Committee:

A committee may be chosen by the Board not less than sixty (60) days prior to the Annual meeting. The committee's function shall be to submit a reasonable number of candidates for Directors. Except for the first meeting, the list of candidates is to be submitted to the Board thirty (30) days prior to the annual election. The number of candidates should not be less than the number of vacancies of the Board. The nominees name and a brief background, should be published in the notice for the Annual meeting. All candidates for the Board of Directors must be a member in good standing with the RHHA.

Section 7. Duties of Directors: It is the Board of Directors that carry out the duties and responsibilities of the Association, in accordance with its governing documents, the Covenants, Conditions and Restrictions, and the By-Laws. These duties include the following:



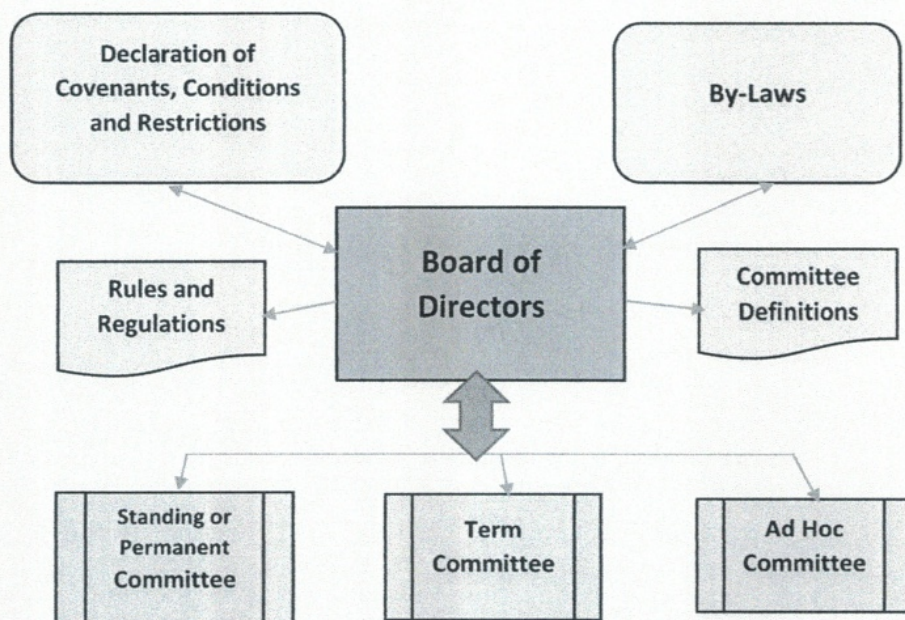
1. To maintain, repair, replace, reconstruct, care for and protect all common areas of the Association. This includes all realty, private roads, buildings used by or owned by the Association, including facilities, units, grounds, walkways, driveways, parking areas, fencing, etc. (as defined).
2. Exterior maintenance of each Living Unit and to determine the need, nature and provide for as required.
3. Provide for sanitation and snow removal for the Common Areas inclusive of parking lots, and private roads.
4. Establish, levy, assess and collect assessments for both general and special projects. The assessment is against each Living Unit and used to pay for the operation and maintenance of the Common Properties and Facilities. Including the exteriors of Living Units, grounds, walkways, driveways, parking areas. If it is determined by the Board, at their discretion, that a special assessment and/or increase in the general assessment and monthly maintenance is necessary, an increase to the monthly assessment and/or a special assessment will be levied and the Members will be notified in writing.
5. To ensure that all taxes and charges of the Common areas are paid, including taxes and assessments levied against the Association Properties.
6. To buy, sell, mortgage, lease, rent, borrow, or conduct any other act which may alter or change the assets of the Association. In the event the Association is considering substantially altering or changing the capital structure, or property ownership of the Association, the Members must consent by a two-thirds (2/3) vote for the alterations or changes recommended by the Board before implementation.
7. To hire and dismiss all employees, agents, and contractors of the association, including compensation.
8. To collect delinquent assessments and to employ provisions and powers set forth in the Declaration of Covenants to collect, foreclose, execute or levy against any member or lot that is delinquent.
9. Authorize and designate officer(s) as may be required to deliver any documents, contracts, deeds, mortgages, certificates, bonds, notes or other instruments of title and/or other documents of any nature that may be required in furtherance of the Association affairs.
10. To Create Committees as provided for in the Declaration of Covenants and as deemed appropriate to meet the needs of the Board, and therefore the Association.
11. To keep a detailed record of accounts, receipts and expenditures and to employ competent legal and/or financial counsel to maintain and protect the legal status of the Association.
12. To assure that the provisions of the Association, as embodied in the Certificate of Incorporation, the Declaration of Covenants and these By-Laws are carried out.
13. To insure against loss from fire, vandalism, or any other cause on any Common Areas, and to maintain public liability insurance, insuring the Association and its Members against any claims arising from injuries or damages occurring on the Common Areas.
14. To add additional properties to the scheme of the Declaration and the By-Laws, which will become subject to the jurisdiction of the Association. Such additional properties



- may include properties beyond the present boundaries of the Association as recorded on the approved subdivision maps and/or any revisions thereof.
15. To define, and enforce compliance with the Rules and Regulations relative to the use, appearance, renting or leasing, and occupancy of the Living Units, as well as the operation and use of the Common Areas, including Member responsibility for maintenance and safety of sidewalks and parking areas, and grounds, and to amend the same from time to time as it deemed reasonable and necessary.
  16. A Director(s) shall be empowered to visit, communicate and negotiate with violators of said rules and regulations in an effort to remove and correct the violation. Such action can be taken too immediately remediate an emergency situation.
    - a. If/when immediate remediation is not successful the Board will determine the actions to be taken. Violation of the rules can incur fines, restriction of membership privileges, temporary suspension of privileges (i.e. pool), legal action and the recovery of all necessary costs and disbursements associated with the action. The Board will determine the action(s) and escalation if required.
    - b. The action may result in an adjustment of the rules and regulations incident to any action or violation, such as:
      - i. Methods, timetables, projects
      - ii. Specific project activities
  17. For actions approved by the Association, the Board will provide a process whereby members of the Association shall be empowered to be heard or appeal to the Board for a modification or reversal of any decision, recommendation or action of the Board, including the committees.
    - a. The decision to consider such an appeal will require a majority vote of the Board.
    - b. A two-thirds vote of the Board will be required to reverse or modify any prior actions or recommendations by the board or its committees under appeal.
  18. To prepare and distribute to the Membership prior to each Annual Meeting a balance sheet, statement of income and budget for the Association that reflects the amounts necessary to meet the cost of operation and maintenance of the Association. Inclusive of any major projects under consideration that may require a separate assessment.
  19. To establish a general "rent registration" policy and format for the management of properties used as rental units by Owners.
  20. To establish general regulations and guidelines for a home-based business.
  21. To exercise all other lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association. The Board, in its discretion, may do or cause to be done all lawful acts by the Covenants and By-Laws, or otherwise directed or required by the Members of the Association or individual owner of a living unit.

All actions of the Board of Directors require a majority vote unless otherwise provided in these By-Laws.



Section 8. Governance Model/Flow**ARTICLE V  
OFFICERS**Section 1. Officers:

The officers of the Association shall be a President, Vice-President, Secretary, Treasurer, and/or others as may be determined by the Board.

Section 2. Election and acting appointments:

Officers shall be elected annually by and among the new Board of Directors at/or shortly after the Annual meeting. A majority vote of the Board of Directors shall be sufficient to elect an officer. Officers pro tempore (for the time being, in the absence of election) may be chosen by the Board members present at a general or special meeting, to serve a term, but requiring election to remain on the Board.

Section 3. Officer Duties:President: (Voting Member)

- Will preside at all meetings of the Board and Membership



- Will execute contracts, orders and other documents in the name of the Association as its agent, indicating the capacity in which he/she is signing, since under most circumstances the signature will bind the Association under doctrine of inherent powers.
- Assumes general charge of day-to-day administration of the association and has the authority to order specific actions in the furtherance of Board policies.
- Serves as spokesperson for the Board of Directors in most matters relating to the Association, and serves at the will of the Board of Directors.
- Is ultimately responsible to see that orders and resolutions of the Board are carried out.

Vice-President: (Voting Member)

- Acts in the place and stead of the President in the event of his/her absence, and exercises other duties as may be required by the Board.
- Is vested with all the powers which are required to perform the duties of the association in the absence of the President.
- Often the Vice-President will chair one or more substantive committees.

Secretary: (Voting Member - can also be a non-voting member)

- Is responsible for keeping and maintaining a record of all meetings of the Board and the Membership and is the custodian for most of the official records of the Association.
- Records votes and keep minutes of the Association and Board meetings.
- Also signs all contracts and other instruments in the name or on behalf of the Association.
- Keeper of the Corporate Seal of the Association.
- Maintain an index of all resolutions, other than ordinary business, and maintain a "Log Book" [record in the minutes of official meetings] of all motions placed before the Board indicating the adoption or rejection thereof.
- Maintain a "Minutes Book" that includes all proceedings and resolutions of meetings of the Association and Board.
- Is responsible to keep a file of all committee proceedings, minutes, resolutions, recommendations and membership as provided by the committees.
- The Secretary will use their best efforts to maintain a complete Membership List of the Association, together with their last known post office address. The list is to be kept current. The Membership List will be used for the Board's administrative membership purposes only. It shall not be publicly distributed, posted or sold.
- Sign and date, approved official copies of the Minutes of the general and special meetings of the Association and the Board.
- Perform all other duties incident to the office of Secretary.

Treasurer:

- The Treasurer is the custodian of the funds, securities and financial records of the Association. If/when the Association has a manager or Management Company that actually handles the funds on a daily basis the treasurer's duties will include overseeing



the appropriate people to insure that the financial records and reports are properly kept and maintained.

- The Association employs an accounting firm responsible for receiving and depositing into appropriate bank accounts all monies of the Association. This includes the collection of all assessments, association fees and fines. The Treasurer is responsible for disbursements of such funds as directed by the Board. Disbursements made in the ordinary course of business shall not need resolutions. If this should change, the full responsibilities will revert back to the Treasurer.
- Signs all checks of the Association.
- Maintain proper detailed books of accounts.
- Conduct an annual audit of the Association's books to be made by a Certified Public Accountant, when called for by a majority vote of the Board of Directors or by a petition signed by one-third of the Association Members. The cost of such an audit shall be the responsibility of the Association.
- Prepare an annual budget, annual balance sheet, and income & expense record at the completion of each fiscal year. The reports are to be distributed to members, and presented at the Annual Meeting.

The Board of Directors may delegate the maintenance of financial records to a Certified Public Accountant.

Member(s) at Large: (Voting Member)

Members of the Board with voting rights, but not filling an officer role, fulfill duties and assignments as required by the President and/or Board.

Recap of the Board Member's role: Acting through the board as a whole, a board member should:

- Enforce the documents of Certification.
- Establish sound fiscal policies and maintain accurate records.
- Develop a workable budget, keeping in mind the needs, requirements and expectations of the community.
- Establish reserve funds.
- Act on budget items and determine assessment rates.
- Collect assessments.
- Establish, publicize, and enforce rules and penalties.
- Authorize legal actions against owners who do not comply with the rules.
- Review of local (County/City/Town) rules.
- Appoint committees and delegate authority to them.
- Select an attorney, an auditor, insurance agent and other professionals for the association.
- Provide adequate insurance coverage, as required by the By-Laws and local government agencies.
- Inform board members of all business items that require their attention and/or vote.



- Inform Members of important board decisions and transactions.
- See that the association is protected for the acts of all parties with fiscal responsibilities.
- Attend and participate at meetings.

## **ARTICLE VI RIGHTS IN THE COMMON PROPERTIES**

### SECTION 1. Members Easements of Enjoyment:

Pursuant and subject to the provisions of the Declaration, every member shall have a right and easement of enjoyment to the Common Areas, Facilities and such easement shall be appurtenant to and shall pass with the title to every Living Unit.

### SECTION 2. Benefits for All:

The Common Areas and Facilities and any subsequently added or merged property shall be for the benefit and use of all members of the Association. There shall be no obstruction or interference whatever with the rights and privileges of other owners in the Common Areas.

### SECTION 3. Regulate the use of the Common Areas:

Nothing shall be planted, altered, constructed upon or removed from the Common Areas by any Owner except by prior written approval by the Board. An owner requiring or wanting to do anything in the Common Areas must put the request, with details of what it requested, in writing to the Board. The Board will review the request and provide a written response to the homeowner.

The Association, therefore the Board can at a future date require changes or removal of prior approvals based on a requirement, or change in Association policy.

## **ARTICLE VII AMENDMENTS**

### Amendments to By-Laws:

These By-Laws may be amended at a regular or special meeting of the Association Members, by a majority vote of the members present, provided that those provisions of these by-laws which are governed by the Certificate of Incorporation of this Association may not be amended except as provided in said Certificate of Incorporation or applicable law; And provided further that any matter stated herein to be or which is in fact governed by the Declaration applicable to the properties may not be amended except as provided in such Declaration.

## **ARTICLE VIII MISCELLANEOUS**

*The term indemnification = act of indemnifying*

*Term Indemnify = 1. To compensate for damage or loss sustained, expense incurred, etc.*



*2. To guard or secure against anticipated loss; give security against (future damage or liability)*

Section 1. Indemnification of Officers and Directors.

The Association shall indemnify every Director and Officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or Officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss, damage, cost of expenses incurred or suffered by the Association by reason or arising out of, or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses provided however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any member who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as an owner of a Living Unit.

Section 2. Reimbursement by Members:

Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Common Areas damaged solely by the member's negligence or by the negligence of the member's tenants, agents, guests or licensees, promptly upon the receipt of the Association's statement therefor.

Section 3. Ratification:

Acquisition of, or occupancy of, a lot or Living Unit shall be conclusively deemed to mean that such owner or occupant consented to and has ratified these By-Laws and the Declaration and all their appropriate and respective duties and obligations thereunder.

## AMENDMENT "A"

### RHHA COMMITTEES RESPONSIBILITY AND OBLIGATION

**The Board may, but is not required to, set up committees based on the following guidelines, or such other guidelines that the Board deems appropriate in its sole discretion.**

Definition: "Ad hoc" or "Term" committee is one having a determined date of expiration. A "Standing" or "Permanent" committee is one having no date of expiration. The following



amendment is relevant to all committees of RHHA, Ad hoc, Term, Standing or Permanent.

A committee, as understood in parliamentary law is a body of one or more persons, elected or appointed by an assembly (Board) to consider, investigate, or take action on certain matters or subjects, or to do all these.

#### Section 1. Authority:

- a) Committees are created in accordance with RHHA By-laws Article IV, Section 7 - Duties of Directors, item #10. The Board of Directors (BOD/Board) can create committees deemed necessary to make recommendations to the Board, or to consider and conduct regular or special business of the Association.
- b) Committees created by the Board require a simple majority vote of Board members present at any official meeting of the Board.
- c) A Member of the Board should chair each Standing or Permanent committee, to ensure jurisdiction.

#### Section 2. Charge:

When creating a "New" committee the imposed duty, responsibility, or obligation of the committee is to be documented in the minutes of the meeting to appoint the committee. In the case of a Standing or Permanent committee the charge shall be identified in the RHHA By-Laws.

- a) The charge shall document the purpose, the tenure or length of a committee's existence, the date of its dissolution, the number of members and its reporting requirements.
- b) The Board shall assume the operation and responsibility for all charges of a committee whose membership falls below the number at which it is fully constituted.

#### Section 3. Responsibility:

- a) All committees shall serve under the jurisdiction of the Board.
- b) Each committee shall report to the Board orally and/or in writing, according to the schedule established in its charge, but no less than once each fiscal year one month prior to the Annual Meeting.
- c) Each committee responsible for construction, landscaping, infrastructure, Pool, etc., should notify the homeowners on a timely basis in advance of the work to be completed and the timeframe. Notification should also go out for changes in the schedule(s)

#### Section 4. Term: (The duration and dissolution of all committees)

The creation and expiration of all committees shall be determined by the Board.

- a) Standing and Permanent committees have no expiration unless dissolved by the Board. Members will serve as needed, or as their time permits. At which time the position will be refilled.
- b) The Board shall establish the duration and expiration date of an Ad hoc or Term committee upon its creation.
- c) The existence of an Ad hoc or Term committee may be extended for stated period(s) by a simple majority vote of the Directors present at any official meeting of the Board.
- d) The Board may dissolve or disband any committee it creates by a simple majority vote of the Directors present at any official meeting of the Board.



Section 5. Tenure: (Time of service on a committee)

1. "Standing" or "Permanent" committee is one having no date of expiration
2. "Ad hoc" or "Term" committees is one having a specific time frame, and designated end date.
  - a. An example of a Term committee is the BOD Nominating Committee. The committee is selected annually to manage the candidate selection and correspondence for the annual election of Directors. The committee ends when the elections are complete for that year.
  - b. An example of an Ad hoc committee is one appointed by the BOD to evaluate any major project relevant to the functions of the BOD.

Section 6. Committee membership

## Appointment:

1. The Board will appoint the chairperson for all "Standing" or "Permanent" committees.
2. Each committee shall make every effort to fill positions with both Board and non-Board members of the Association.
3. The Board of Directors shall review the appointment of all committee members and make recommendations.
4. Each committee shall include at least one member of the Board who need not necessarily serve as its chair, with the exception of Standing and/or Permanent committees.
5. Vacancies occurring before an expiration of term shall be filled with recommendations from current committee members.
6. Board members can server on more than one committee, provided they have the time and inclination.

## Removal of committee members.

1. A committee member may be removed with or without cause by a majority vote of the committee.
2. If a committee member is determined to be in un-remediated violation of the Covenants, By-Laws or Rules and Regulations for more than sixty (60) days the committee member shall no longer serve, and their seat will be filled by the committee.

Section 7: Types of Committee

1. Standing or Permanent committees: A Standing or Permanent committee is one created that has no expiration date.
2. Ad hoc or Term committees: An Ad hoc or Term committee is one created by the Board with a determined date of expiration.
  - a. The length of term for members of an Ad hoc or Term committee shall be established by the Board.
  - b. The expiration date or term for Ad hoc committee members shall be the committee expiration date.

Section 8. Committee Structure and Management

1. Each committee shall appoint or elect its own chairperson, with the exception of Standing Committees where a Board member is the chairperson.



2. Each committee shall maintain a list of its current members. Changes shall be reported to the Board of Directors at the next regular meeting.

#### Section 9. Committee Records and Reports

1. Each committee shall keep written records of its meetings, membership, decisions and actions.
2. If the committee deals with Contractors, should be aware of the contract and take actions accordingly.
3. A monthly status report should be provided prior to the BOD meeting, and a full report annually, if deemed necessary, on a date designated by the Board
4. Each committee making a request or recommendation for Board approval shall do so in a manner deemed appropriate by the Board.
5. Committee recommendations to the Board such as:
  - a. Procedures that Association members must follow
  - b. Models, materials, colors, types, sizes and descriptions of items that affect or control the external condition or appearance of any building or unit.
  - c. Requirements for estimates, contracts, licenses, permits, inspections, insurance, indemnification of the Association and of the Board, cost estimates, costs or other documents required by any project.
  - d. Procedural conditions that must be met or maintained.

If the recommendation is accepted by the Board the adoption of a policy, rule, or regulation shall be published in the Minutes of the Board meeting when accepted.

6. The Board shall ensure policies, rules and regulations adopted shall be added or updated in the RHHA Covenants, By-Laws, Rules & Regulations. The updated Rules & Regulations are to be distributed to Association a minimum of once each fiscal year.

#### Section 10. RHHA Covenant, By-Laws and Rules & Regulations

1. Each committee shall regulate and oversee conformance to the Covenants, By-Laws and Rules & Regulations of RHHA relevant to their charge (i.e. buildings, infrastructure, grounds, pool, etc.)
2. Each committee is to tour the complexes regularly in order to identify problems or issues relevant to their Charge.
3. The committee shall report issues/concerns/violations to the Board when identified.

End-of-document



Ulster County  
Nina Postupack  
County Clerk  
Kingston, NY 12401



Volm-5936 Pg-292

Instrument Number: 2015- 00014196

As

Recorded On: October 29, 2015

D09 - Condo Declaration

Parties: RONDOUT HARBOR HOMEOWNERS ASSOCIATION INC

To

BY-LAW AMENDMENT

Billable Pages: 20

Recorded By: THE LAGUMINA LAW FIRM

Num Of Pages: 20

Comment:

**\*\* Examined and Charged as Follows: \*\***

D09 - Condo Declaration	140.00
Recording Charge:	140.00

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County,

**File Information:**

Document Number: 2015- 00014196  
Receipt Number: 1476107  
Recorded Date/Time: October 29, 2015 12:53:34P  
Book-Vol/Pg: Bk-D VI-5936 Pg-292  
Cashier / Station: s smar / Cashier Station 6

**Record and Return To:**

THE LAGUMINA LAW FIRM  
2500 WESTCHESTER AVE  
PURCHASE NY 10577



*Nina Postupack*

Nina Postupack Ulster County Clerk



**RONDOUT HARBOR HOMEOWNERS ASSOCIATION, INC.**

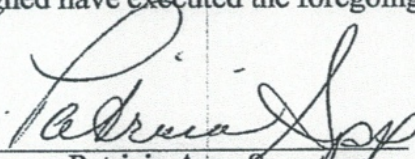
**BY-LAW AMENDMENT**

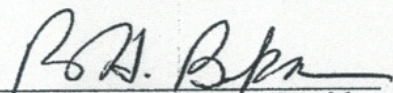
*Amended and Restated By-Laws*

The undersigned, being the duly elected Secretary and President of Rondout Harbor Homeowners Association, Inc. (the "Association"), a New York not-for-profit corporation located at Rondout Harbor, Port Ewen, New York, does hereby certify that, ~~as~~ DATED 9/17/84 pursuant to Article VII of the Association's By-Laws filed and recorded in the Office of the County Clerk, Ulster County on February 27, 1985 in Liber 1522 at page 589, the \* 526 members of the Association adopted the annexed Amended and Restated By-Laws to replace the Association's By-Laws entirely and further resolved that the proper officers of the Association are hereby authorized to execute such documents or instruments as may be necessary in order to effectuate the aforesaid amendments.

This amendment was authorized by the vote of a majority of the members of the Association pursuant to Article VII of the By-Laws.

IN WITNESS WHEREOF, the undersigned have executed the foregoing instrument this 16 day of September, 2015.

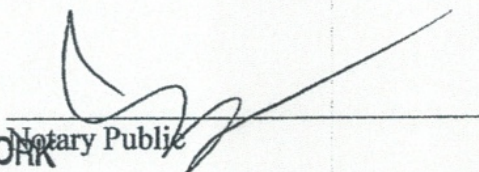
  
Patricia App, Secretary

  
Robert Brakman, President

State of New York     )  
                              ) ss.:  
County of Ulster     )

On the 16 day of September 2015, before me, the undersigned, personally appeared Patricia App personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN J. LaGUMINA  
NOTARY PUBLIC STATE OF NEW YORK  
Qualified in Westchester County  
No. 03-4946531  
Commission Expires Feb. 6, 2019

  
Notary Public