

**BY-LAWS
And
CERTIFICATE OF INCORPORATION**

**Edgewater Estates Homeowners
Association, Inc.
A New York Not-For-Profit Corporation**

This is a condensed and updated version from the original Offering Plan. The original plan can be viewed in the Association files.

Revised: January 1, 2022

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ARTICLE I

Name and Location

The name of the corporation is Edgewater Estates Homeowners Association, Inc., herein after referred to as the “Association”. The principal office of the corporation shall be located at 27A Edgewater Estates, Plattsburgh, New York, but meetings of members and the Board of Directors may be held at such places within the state of New York, County of Clinton, as may be designated by the Board of Directors.

ARTICLE II

Definitions

The following capitalized term shall have the meaning set forth in this Article II, unless another meaning is clearly otherwise indicated.

“Association” shall mean and refer to Edgewater Estates Homeowners Association, Inc. its successors and assigns.

“Board of Directors” shall mean the Board of Directors of the Association.

“By-Laws” means the By-Laws of the Association and the same may be amended by the members of the Association.

“Common Elements” or “Common Area” means the portions of the properties other than the units or the lots, including, without limitation, land, buildings and appurtenances necessary or convenient to the maintenance operation, and/or safety of the Association and reserved for the common use and enjoyment of the members of the Association as specified in the declaration and the By-Laws.

“Common Charges” means each unit owner’s proportionate share of common expenses, determined in accordance with the common interest of the unit.

“Common Expenses” means and includes all sums designated as such by or pursuant to the provisions of the declarations or By-Laws of the Association.

“Common Interest” means the proportionate, undivided interest in fee simple absolute, expressed as numerical percentage, in the common area. The aggregate common interest for all units is 100 percent. The percentage of common interest of the unit is the basis for determination, among other things, of the following rights and duties of the unit owner:

- A. Share of common expenses – i.e., operating and other expenses of the Association as determined by the Board of Directors.
- B. Share of any distribution upon termination of the Association and sale of Common Elements.

“Declaration” shall mean and refer to be declaration of covenant, restrictions, easements, charges and liens applicable to the properties recorded in the office of the Clinton County Clerk.

“Limited Common Elements” means the exterior materials, paint and trim of the units and the roofs of the buildings in which the units are located. Only the owner of the unit to which a limited Common Element is attached shall have the use thereof.

“Member” shall mean and refer to those unit owners who are members of the Association, provided in the declaration.

“Owner” or “Owners”, “Members of the Association” or “Members” shall mean and refer to the records owner, whether one or more persons or entitles, of the fee simple title to any unit, including contracts sellers, but excluding those having such interest merely as security for the performance of obligation.

“Properties” shall mean and refer to that certain real property described in the declaration of covenants, restrictions, easements, charges and liens and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

“Unit” shall mean any unit of residential housing built upon the property.

Article III

Meeting of Members

Section 1. Annual meeting

The first annual meeting of the members shall be held within one year from date of corporation of the Association and each subsequent regular annual meeting of the members shall be held on the third Tuesday in June at 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday. The time and place of annual meetings can be

changed for subsequent annual meetings by a vote of a majority of the members voting at any annual meeting at which a quorum is present.

Section 2. Special meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request by one-fourth of all votes of members who are entitled to vote.

Section 3. Notice of meetings. With the exception of meetings held pursuant to article IV, section 2 and 3 of the declaration (referred to hereafter as “Assessment Meetings”), written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing, postage prepaid, or delivering a copy of such notice, at least 15 days before such meeting to each member entitled to vote, addressed to the member’s address last appearing on the books of the Association, or supplied by such member of the Association for the purpose of the meeting, and in the case of a special meeting, the purpose of the meeting. Notices of assessment meetings shall be given pursuant to Article XX.

Section 4. Notice and Quorum Requirements for Full Association Meetings. Written notice of any meeting which calls for the full Association shall be sent, or given, to all members not less than 30 days or more than 60 days in advance of the meeting. When the meeting is called, a minimum of 32 members, including any proxies, shall be necessary and sufficient to constitute a quorum for the transaction of business and a simple majority of those present, including proxies, will be necessary to approve any business by the general membership.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. Proxies shall be in writing and filed with the secretary. All proxies shall be in effect for all voting on any issue at the meeting(s). Every proxy shall be revocable by the member upon notice to the Secretary, or automatically upon the death or incapacity of a member, and shall automatically cease upon conveyance by the member of his or her unit.

ARTICLE IV

Board of Directors

Section 1. Number and term. The number of directors, which shall constitute the whole Board of Directors, shall not be less than 3 and not more than 7. At all annual meetings, the members shall vote for and elect 7 directors to serve for one-year terms or until their successors had been duly elected and qualified. As required by law, each director shall be at least 19 years of age.

Section 2. Removal. Any director may be removed from the Board of Directors with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, the successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of such predecessor.

Section 3. Compensation

No director shall receive compensation for serving as a Board Member. However, any director will be reimbursed for actual expenses incurred in the performance of the duties of the director.

Section 4 Action taken without a meeting

The Directors shall have the right to take any action in the absence of meeting by obtaining the approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors. Said approval shall be recorded in the minutes of the next regular meeting.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nomination committee. Nominations may also be made from the floor at the annual meeting. The nomination committee shall consist of the chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nomination committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nomination committee shall make as many nominations for the election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by show of hands but may be made by secret written ballot if any member of the Association requests such a vote. At such election the members or their proxies may cast, in respect to each vacancy, one vote for each nominee. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meeting of Directors

Section 1. First meeting. The first meeting of each Board of Directors newly elected by the members shall be held immediately upon adjournment of the meeting at which they are elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the Association and immediately after the adjournment of same, at which time the date, place and time of regularly scheduled meetings of the Board of Directors shall be set.

Section 2. Regular meetings. Regularly scheduled meetings of the Board of Directors will be posted but may be held without special notice.

Section 3. Special meetings. The President may call special meetings of the Board of Directors by notifying each in person, by telephone, mail, email, or telegram. The President or Secretary shall call special meetings in a like manner and on like notice on the written request of at least two directors.

Section 4. Quorum. At all meetings of the Board of Directors, a minimum of three directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of two thirds majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the declaration or by these By-Laws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting.

Section 5. Waiver of notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him/her of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Article VII

Powers & Duties of the Board of Directors

Section 1. Power.

- (a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the declaration, articles of incorporation or these by-laws, directed or required to be exercised or done by

the members or owners personally. These powers shall specifically include, but not be limited to the following items:

1. To determine and levy monthly assessments (“Common charges”) to cover the cost of operating and maintaining the common area which Common Charges may be payable in advance.
2. To collect, use and expend the common charges elected to maintain, care for and preserve the common area.
3. To make repairs, restore or alter any of the common area after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
4. To open bank accounts on behalf of the Association and to designate the signatories to such bank account.
5. To ensure and keep insured the common areas in accordance with Article XIII of these By-Laws.
6. To collect delinquent common charges by suit or otherwise, to abate nuisances and to enjoin or seek damages from members for violation of the declaration, these By-Laws, or the rules and regulations referred to herein.
7. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the members when the Board of Directors has approved them in writing and delivered a copy of such rules and regulations and/or all amendments to each member. Such rules and regulations may, without limiting the foregoing, include reasonable limitations on the use of common area by guests of the members, as well as reasonable admission and other fees for such use.
8. To employ workers, janitors and gardeners and to purchase supplies and equipment to enter into contracts, including contracts with a management company.
9. To bring and defend actions by or against more than one member and pertinent to the operation of the Association.
10. To pay and to charge back to the owners as Common Charges any real property taxes which may be levied upon the common area.

11. To foreclose the lien of the Association for nonpayment of Common Charges, fines, and special assessments.
- (b) The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each of such committees to consist of at least three directors, which, to the extent provided in said resolution or resolutions, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provided. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution the Board of Directors shall keep regular minutes of the proceedings and shall report the same to the board as required.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by $\frac{1}{4}$ of members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- (c) as more fully provided in the declaration, to
- (1) Fix the amount of the Common Charges against each unit at least 30 days in advance of each annual assessment period;
 - (2) Send written notice of each common charge to every owner subject thereto at least 30 days in advance of each annual assessment period; and
 - (3) Collect Common Charges that are not paid 30 days after due date by suit against the owner liable therefore, by foreclosure or other means as permitted by the declaration or By-Law.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any common charge has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates and shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance as provided in the By-Laws and the declaration;
- (f) cause all officers or employees having physical responsibilities to be bonded, as it may deem appropriate;
- (g) cause the common area to be maintained and repaired;
- (h) cause the limited common Elements to be maintained as provided in the declaration.

Section 3. Annual Statement. The Board of Directors shall furnish to all members and shall present annually (at the annual meeting and when called for by a vote of the members at any special meeting of the members) a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the members.

Section 4. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

Section 5. Management Agent. The Board of Directors may employ for the Association a management agent under a term contract or otherwise at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to all the powers specified in Section 1(a) 1,4,5,6,7,9,10,11 and those duties specified in Section (1) a, c, e, f and h. All management contracts shall provide that the books and records of the Association shall be returned upon demand, and pursuant to declaration, that the contract may be canceled prior to its expiration date by an affirmative vote of 60 percent of the votes of the members.

ARTICLE VIII

Use of Facilities

Section 1. Use. The common area is for the quiet enjoyment of the residents. In the event that a member shall lease or permit another to occupy the member's unit, however, the lessee or occupant shall at the option of the member, be permitted to use the common area subject to the same restrictions and limitations as said member.

Section 2. Delegation of voting rights. Notwithstanding any other provisions of these By-Laws, in the event a member shall lease or permit another to occupy the member's unit and elects to permit the lessee or occupant to enjoy the use of common area in lieu of the member, the member may, by writing directed and in form satisfactory to the Board of Directors of the Association, also permit the lessee or occupant to exercise the member's right to vote on Association matters for the duration of the lease or permitted occupancy, or for a period of 10 years, whichever is shorter. Upon the expiration of said period, the member shall have the right to extend the lessee's or occupant's right to vote if the aforesaid conditions are again satisfied.

ARTICLE IX

Officers

Section 1. Elective officers. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All offices must be either members of the Board of Director, members of the Association, lessees or occupants entitled to the use of the common area in lieu of the member renting or permitting them to occupy the unit in which they reside. The same person may not hold two or more offices.

Section 2. Election. The Board of Directors, at its first meeting after each annual meeting of the Association members, shall elect a president, vice president, a secretary and a treasurer. Only the president must be a member of the Board of Directors.

Section 3. Appointive officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Term. The officers shall hold office for the term to which they are elected and appointed and until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause at any time, by the affirmative vote of a majority of the whole Board of Directors. If the position of any officer becomes vacant for any reason, the Board of Directors shall fill the vacancy.

Section 5. The President. The President shall be the Chief Executive Officer of the Association; the President shall preside at all meetings of the Association members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolution of the Board of Directors are carried into effect, and shall have such other powers and suited as are usually vested in the office of the president of a corporation organized under the not-for-profit corporation law of the state of New York.

Section 6. The Vice President. The Vice President shall take the place of the President and perform duties of President whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of the president of a corporation organized under the not-for-profit corporation law of the state of New York.

Section 7. The Secretary. The secretary and/or Assistant secretary shall attend all sessions of the Board of Directors and all meetings of the Association members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give, or cause to be given, notice of all meetings of Association members and special meeting of the Board of Directors or by the president, under whose supervision the secretary shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements including vouchers for such disbursements, in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designed by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be so ordered by the Board of Directors, making proper vouchers for such disbursements and shall render to the president and directors at the regular meeting of the Board of Directors or whenever they may require it, an account of all transactions made as treasurer and of the financial condition of the Association.

The Treasurer shall keep detailed financial records and books of accouns of the Association, including a separate account for each member, which, among other things, shall contain the amount of each common charge, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. Agreements. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

ARTICLE X

Committees

The association shall appoint an “Architectural Control Committee,” as provided in the declaration, and a “Nominating Committee,” as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. When Architectural and Nominating Committees are unable to be established, the Board of Directors will be responsible for the respective duties thereof.

ARTICLE XI

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The declaration, the articles of corporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, or copies may be purchased at a reasonable cost.

ARTICLE XII

Assessments

As more fully provided in the declaration, each member is obligated to pay to the Association Common Charges and special assessments (collectively referred to as “assessments”), which are secured by a continuing lien upon the unit or units against which such assessments is made. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 1 ½ % per month, or 18% per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the unit, and interest, cost, and reasonable attorney’s fees of any such action shall be added to the amount of such assessments provided for herein. No owner may waive or otherwise escape liability for

the assessments provided for herein by non-use of the common area or abandonment of the owner's unit. Special assessments may be levied by a vote of two-thirds of the members upon whom special assessments are to be levied.

At the September 20, 1988, annual meeting the following resolution was passed: "The Board of Directors of Edgewater Estates Homeowners Association may, at their discretion, increase the Common Charges up to 10% of each unit's annual Common Charge (once in any calendar year) without a vote by the whole membership of the Association."

Assessments shall be calculated upon all units based on their Common Interests. The common interest of the unit is derived by dividing the number of square feet in a particular unit by the total number of square feet of all units in the Association.

The common interest calculated for the respective units are as follows:

A type (Malibu – see Exhibit "C")	1.55 percent common interest
B type (Laguna – see Exhibit "D")	2.07 percent common interest
C type (Laguna – see Exhibit "E")	2.66 percent common interest

Declarant will not charge the Common Interest of the Unit or Units so as to adversely affect the Owner after such Unit has been sold.

ARTICLE XIII

Insurance

The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering each member of the Board of Directors, each Association member, and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the common area. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurances: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring the facilities on the common area in an amount equal to their full replacement values and (b) workman's compensation insurance. All insurance premiums for such coverage shall be paid by the Association as a Common Expense.

Unit owners are required to carry fire insurance with extended coverage endorsement in an amount necessary to cover the full replacement value of the unit, and will be required to commence repair or restoration of the unit within thirty days of the settlement of insurance proceeds. Each homeowner must secure homeowner's insurance (not condominium insurance) for his or her unit and is responsible to annually submit proof of insurance to the Board of Directors.

ARTICLE XIV

Altering By-Laws

These By-Laws may be altered, amended or added to in the following manner: The Board of Directors may appoint a "By-Law committee" which must report back to the Board of Directors with the newly amended By-Laws and any changes must be approved by the Board of Directors. The final approval of the amended By-Laws would be at any duly called meeting of the Association members, provided: (1) that the notice of the meeting shall contain full statement of the proposed amendment and (2) that the amendment shall be approved by the vote of the members present and the proxies at the annual meeting. No amendment, however, shall affect or impair the validity or priority of the Members' interests and the interests of holders of a mortgage encumbering a Member's Unit without the consent of all affected members and their mortgagees.

ARTICLE XV

Selling, Leasing, and Gift of Unit

Section 1. Selling and leasing units. Any unit may be conveyed or leased by a member free of any restriction (except the declaration) except that no member shall convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until all unpaid common charges and special assessments assessed, and fines against the unit shall have been paid as directed by the Board of Directors. Such unpaid Association common charges, fines, and special assessments, however, may be paid out of the proceeds from the sale of a unit, or by the grantee. Any sale or lease of a unit in violation of this section shall be voidable at the election of the Board of Directors. Upon the written request of a member or the member's mortgagee, the Board of Directors or its designee shall furnish a written statement of the unpaid Common Charges, fines, and special assessments from such member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but not listed thereon. A reasonable charge may be made by the Board of Directors for the issuance of such statements.

Section 2. Gifts, etc. Any member may convey or transfer the unit owned by gift during the member's lifetime or devise the unit by will or pass the same by intestacy without restriction.

Section 3. Future membership. Upon any transfer of any unit located upon the properties, the grantee (devisee, distribute, or beneficiary of a gift) shall automatically become a member of the Association with the same rights, duties and restrictions under the declaration and these By-Laws as a grantor or predecessor in title of such unit.

Section 4. Owners Leasing Units. Owners who lease their units must provide to the HOA Board the following information regarding their occupant (s): name, home phone number, and work phone number. This information must be provided in writing prior to occupancy. Failure to provide this information may subject owners to fines. Occupant(s) will not be allowed use of the common areas until such paperwork is provided.

ARTICLE XVI

Notices

Section 1. Definition. Whenever under the provisions of the declaration or these By-Laws, notice is required to be given to the Board of Directors or to any director or member, it shall not be construed to require personal notice but such notice may be given in within, by mail, by disposing the same in a post office or a letter box in a postpaid sealed wrapper, addressed to Board of Director, such director or member at such address as appears on the books of the Association or by the delivery to the unit by hand.

Section 2. Service of notice – waiver. Whenever any notice is required to be given under the provisions of the declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE XVII

Finances

Section 1. Operating Account. There shall be established and maintained in a local bank, trust company or savings and loan association, an account to be known as the “**Edgewater Estates Homeowners Association Inc. account**” into which shall be deposited the operating portion of all common charges and special assessments as fixed and determined

for all members. Disbursements from said account shall be for the general needs of the operation of property and the Association, including but not limited to wages, repairs, improvements, maintenance and other operation expenses of the community and of the common area facilities.

Section 2. Reserve Fund Account. A portion of the “Operation Account” shall be established and maintained in a local bank, trust company or savings and loan association, and said account shall be known as the “Reserve Fund,” into which shall be deposited 30% of all Common Charges and special assessments as fixed for all members levied for repair, restoration or capital improvements to the Common area and limited Common Elements. This fund will also contain special assessments levied against all unit owners to pay for repairs or restoration of the limited Common Elements as provided in the declaration of these By-Laws. Disbursements from said account shall be for repairs or restoration of the limited Common Elements and Common area which shall be made as needed as determined by the Board of Directors. The money in this fund cannot be used for any purpose other than as specified herein without the unanimous consent of the Board of Directors with the approval of members if required by the declaration or these By-Laws.

Section 3. Other accounts. The Board of Directors shall maintain any other accounts it shall deem necessary to carry out its purposes.

Section 4. No owner, upon conveyance of a unit will have the right to a return by the Association of any money paid to the Association.

Article XVIII

General Provisions

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

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

Section 3. Construction. All language within the By-Laws shall be written gender free.

Section 4. Severability. Should any of the covenants, terms or provisions herein imposed be void or become unenforceable at law or equity, the remaining provisions of these By-Laws shall, nevertheless, remain in full force and effect.

Article XIX

Architectural Control

Section 1. No building, unit, exterior fence or other exterior structure shall be commenced, erected, constructed, reconstructed or moved or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the design, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association. Any Owner or Owners desiring to so proceed shall submit one set of building plans plus a building permit application (if needed) to the Architectural Committee, who will report this information to the Board of Directors at their next scheduled Board meeting. Within thirty days of receiving this information from the Architectural Committee, the Board shall in writing: approve; disapprove; or if so needed, extend their decision an additional thirty days for further fact finding. The Board shall provide a definitive response regarding any request presented to them no longer than this 60 day time frame.

Section 2. All exterior surfaces of units requiring periodic painting, cleaning, washing, or other maintenance shall be given attention regularly by the Units' Owners so as to maintain a neat clean appearance at all times. Any maintenance that is required due to the owners' failure to maintain the exterior surfaces will be paid for by the unit owner (i.e. not cleaning balconies after significant snowfall, etc.). The decision of the Board of Directors shall control as to when Units shall be painted or stained, or when roofs of units shall be repaired or replaced, or any other repair or restoration to a Limited Common Element is required, and the costs of such painting, staining and/or repair replacement or restoration shall be paid by the Association. The color, design or components of a principle exterior building material, a principle exterior element, a fence or any structure connected to or appurtenant to a unit shall not be changed from that present when the Owner took possession of the unit unless said Owner has received the prior written approval of the Board of Directors.

Section 3. Any changes to the exterior of a unit must be approved by the Board of Directors. No awnings, mailboxes, lights, antennas or any other type of equipment or trim shall be affixed to the exterior of a unit by a unit owner.

Section 4. Air conditioning units are permitted in existing windows for use between April 15th and September 30th of each year. No permanent window air conditioning units are allowed.

Section 5. All residents who regularly burn wood in their fireplaces must annually clean chimneys and fireplaces, and a record of professional maintenance must be provided each year to the Board of Directors.

ARTICLE XX

Convenant for Maintenance Assessments

Text is found in the offering plan. See Article IV in Declaration of Covenants, Restrictions, Easements, Changes and Liens.

Certificate of Incorporation of Edgewater Estates
Homeowners Association, Inc. Under section 402 of
the not-for-profit corporation law.

This certificate is for the purpose of forming a corporation pursuant to section 402 of the Not-For-Profit Corporation Law of New York and does hereby certify:

First: The name of the corporation is Edgewater Estates Homeowners Association, Inc.

Second: A corporation is a corporation as defined in subparagraph (a) (5) of section 102 of the not-for-profit corporation law.

Third: The purpose or purposes for which the corporation is formed are as follows:

- A. To promote the health, safety and welfare of the residents of a residential community on land situated in the city of Plattsburgh, County of Clinton, state of New York, and for the purpose:
 1. To own, acquire, build, operate, and maintain land and facilities for swimming and other recreational, cultural and community use, including buildings, structures, improvements and personal property incidental thereto, herein after referred to as the “Common Properties”, and
 2. To enforce any and all covenants, restriction easements, charges and liens applicable to the residential parcels within the above described residential community and the common properties, and recorded among the land records of the County of Clinton, New York.

- B. To make and perform any contracts and do any acts and things, and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any objects enumerated herein, but not for the pecuniary profit or financial gain of its members, directors or officers except as permitted under article 5 of the not-for-profit corporation law.
- C. The corporation, in furtherance of its corporate purposes above set forth, shall have the powers enumerated in section 202 of the not-for-profit corporation law, subject to any limitation provided by the not-for-profit corporation law or any other statute of the state of New York.

Fourth: The Corporation shall be a type of corporation pursuant to section 201 of the not-for-profit corporation law.

Fifth: The corporation shall have the power to dispose of its real properties only as authorized under the declaration applicable to said properties.

Sixth: The corporation may be dissolved only by the vote of 80 percent of the members entitled to vote thereon. Written notice of the proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets (which shall be consistent with paragraph Seventh hereof) shall be mailed to every member a least 60 days in advance of any action taken.

Seventh: Upon dissolution of the corporation, its real and personal assets, including the Common properties, shall be dedicated to appropriate public agency or utility to be devoted to purposes as nearly and practicable the same as those to which they were required to be devoted by the corporation. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, Association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of the corporation properties shall be effective to divest or diminish subsequently recorded covenants in deeds applicable to the common properties, unless made in accordance with the provisions of the declaration of said covenants and deeds.

Eighth: This certificate may be amended pursuant to the provisions of the not-for-profit corporation law.

Ninth: The office of the corporation shall be located in the city of Plattsburgh, County of Clinton, state of New York.

Tenth: The territory in which the operations of the corporation will presently be conducted is the city of Plattsburgh, County of Clinton, state of New York.

Eleventh: The Secretary of State is designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon is

27A Edgewater Estates
Plattsburgh, NY 12901

EXHIBIT A

THE RULES OF EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.

I. SWIMMING POOL RULES

1. Swimming pool hours are **8:00 a.m. to 11:00 p.m.** from **May 15th through Sept. 15th** (Subject to change by the Board of Directors).
2. All persons use the pool at their own risk.
3. No glass is allowed in the pool area.
4. No lifeguard is on duty, and children under the age of 16 must be supervised by an adult.
5. A swimming adult must accompany all non-swimmers.
6. No running or horseplay is allowed in the pool area.
7. Only proper swimming apparel is allowed in the pool. No cutoffs are to be worn, as material from cutoffs presents a serious drainage problem.
8. All trash, paper and metal cans (particularly pull tabs) are to be placed in the receptacles provided around the pool.
9. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool.
10. The pool is a recreational facility primarily for residents' use. Members and guests must be mindful and respectful of residents' right to enjoy a peaceful environment.
11. Pets are not allowed in the pool area.
12. No diving is allowed.

13. Pool parties are not allowed since the pool is for the use of all residents.
14. The Board of Directors may add or delete rules, as they deem necessary and proper.
15. All unit owners will be given one **non-duplicated** key that will have their unit number engraved on it. If a key is lost or missing and a new key is needed the owner will be required to contact the Board of Directors to have a new key made at the **owner's expense**. New owners are responsible to obtain the pool key from the owner of the unit they are purchasing.

II. BEACH RULES

1. Overnight camping is not permitted, and residents and their guests are required to follow the city of Plattsburgh noise ordinance regulations.
2. Glass containers are not allowed on the beach.
3. Beach fires and removal of the remains of fires are the responsibility of the unit owner.
4. All owners are responsible for immediately cleaning up after their pets.
5. Climbing on the seawall rocks or throwing rocks is prohibited.
6. The beach area is a residential facility primarily for resident use, and a responsible resident must accompany guests using the facility.
7. Beach users are responsible for removing all of their trash, paper, and metal cans.
8. No lifeguard is on duty, and children under the age of 16 must be supervised by an adult.
9. The Board of Directors may add or delete rules, as they deem necessary and proper.

III. OTHER GENERAL RULES

1. No equipment, building materials, toys, or items other than lawn furniture shall be stored or left in the common area. Unit owners may keep lawn furniture (no more than one table, umbrella, and four chairs) on the lawn areas between April 15th and September 30th, but may not obstruct neighbors' views or movement and must be removed for lawn mowing.
2. No tent, shack, trailer (or similar structure), boat, or motorized vehicles shall be used as a dwelling on a street, either temporarily or permanently.

3. No signs, billboards, or advertising media shall be erected or maintained on the units, with the exception of one temporary sign indicating a unit is for sale.
4. No exterior clotheslines are permitted.
5. Trailers, boats, motorcycles, and commercial and recreational vehicles shall be kept garaged overnight or parked in the available lot across Margaret Street from Edgewater Estates.
6. Between May 1 and September 30, kayaks, paddle boards, and other small watercraft can be kept near the seawall in the area in front of the clubhouse and on the beach once it is accessible.
7. All trash and garbage must be put in plastic bags and placed in the dumpsters located near each end of the Edgewater facility. All recycling materials should be placed in the specified containers and handled as described in the "Recycling Instructions" flyer, which is accessible on the Edgewater website. (Pickup for recycling materials is one day a week. Homeowners are responsible for the disposal of items that are not household trash or recyclable materials: Ex. Water heaters, metal lamps, screen doors, air conditioners, gas tanks for grills, tires, etc.)
8. The units shall be used for private residence purposes only and exclusively. Not more than one family shall occupy each unit.
9. There shall not be erected, permitted, maintained or carried on or upon any unit, common area common or any part thereof, any saloon, manufacturing establishment, stable, kennel, cattle yard, hog pen, chicken coop, or privy vault, nor shall any horse, cattle, hogs, chicken or livestock be kept or maintained thereon.
10. All front lights and outside mail and paper box stands shall be in conformity with the style specified by the Association.
11. No car shall be parked on the common parking area that is not licensed, inspected and insured.
12. No lawn ornaments shall be placed or left on the property without permission of the Association.
13. Owners will observe such regulations as the Association may adopt concerning parking and moving vehicles from common parking areas to facilitate snow removal, construction, and paving.
14. No pets shall be kept housed or tied outside the units or in the common area; all owners with pets shall clean up after the pets. Common areas destroyed by pets must be restored at the expense of the pet owner.
15. Owners of "B" and "C" type units acquire as part of the unit, a covered garage for one automobile. Owners of "A" type units shall have one space reserved at no cost in the parking area. Additional parking for owners and guests is provided in a parking lot across Margaret Street from Edgewater Estates. Guests must park in the parking lot across the street.

Residents may keep only one car in the parking lot, and any others must be parked across the street. A parking hangtag is issued to each unit and must be displayed on the vehicle's rearview mirror from 4 p.m. to 7 a.m. on weekdays and all day on weekends and holidays. Parking in front of garages or curbside for loading or unloading is permissible for short-term (15 to 20 minutes) needs.

A replacement fee is charged for lost hangtags, and new owners are responsible for obtaining the parking hangtag from the previous owner. Unit owners are responsible for transferring the hangtag when there is a change of tenant.

IV. CLUBHOUSE RULES

1. If you wish to reserve the clubhouse for a private event, contact a current Board member to determine the present clubhouse scheduler.
2. A fee is required before the event. The individual renting the clubhouse is responsible for removing all trash and for cleaning the clubhouse no later than 10 a.m. on the day following the event. Any damage, repair, or excessive cleaning costs that are required will be charged to the renter.
3. All furnishings in the clubhouse are for your use.
4. Reservation of the clubhouse does not equate to exclusive use of the pool or of the grounds. Renters and their guests must be mindful of residents, and renters of the clubhouse are responsible for their guests' actions.
5. Clubhouse renters are required to follow the city of Plattsburgh noise ordinance regulations.
6. Further use of the clubhouse may be denied if these rules are not respected.
7. For further detailed information regarding clubhouse use, please contact the clubhouse scheduler.

EXHIBIT B

COMPLIANCE AND PENALTIES

The residents of the Edgewater Estates community have the right to enjoy their residences and common areas. Therefore, the by-laws and rules are intended to ensure that no owner or lessee shall make or permit any disturbances that will interfere with the rights, comforts, or convenience of others. Engaging in any activity that interferes with the peaceful enjoyment of other residents or causes physical injury or property damage within the community is prohibited.

Residents who feel that their rights within the community are being compromised or determine that the Edgewater Estates by-laws and rules are not being followed are encouraged to engage in a congenial discussion with the individuals who are the source of the discontent. Violations of city noise ordinances should be reported directly to the city police department.

The members of the Board of Directors are not policing agents; however, if such preliminary actions do not result in improvement, the Board of Directors should be contacted, and processes to resolve the problem will be implemented.

Step One: A written warning will be delivered to the resident, stating the issue and outlining ways to resolve it. (If the offending party is a renter, a copy will also be sent to the unit owner.)

Step Two: Failure to comply will result in a fine of \$100.00. Any repeated offense will result in an additional \$100.00 for each repeated offense.

All fines must be paid within 30 days or a lien is imposed, along with a penalty of an additional \$100.00 per month for unpaid fines.