

# OWNER GUIDE

FOURTH EDITION  
2010

IMPORTANT  
**SAVE THIS BOOKLET**  
IT CONTAINS CONDO 7  
RULES, REGULATIONS,  
BYLAWS and  
OTHER INFORMATION

*Condo 7*

Heritage Hills of Westchester  
P.O. Box 102  
Somers, New York 10589

This *OWNER GUIDE* was written by and for Unit Owners of Heritage Hills Condominium 7. It was reviewed and approved by the Board of Managers at their regular meeting April 22, 2010

\* Sections so marked have been revised in this fourth edition.

Special thanks to the following for their input to this guide:

Bruce Fabricant, President

Edward LuBell, Treasurer

Dominick Cinelli, Buildings Chair

Mattie Perelman, Landscaping Chair

Karen Jahn, Property Manager

Editing and word processing by Donald Derr, Secretary

<u>CONTENTS</u>	<u>PAGE</u>
1. Introduction-	
1.1 Condo Living Concepts.....	2
1.2 Condo 7 Information.....	2
1.3 Section Leaders.....	2
1.4 Maintenance & Repairs.....	2
1.5 Heritage Hills Society.....	3
1.6 Identification.....	3
1.7 Owners and Renters.....	3
1.8 Payments.....	3
1.9 Operations.....	3
2. Buildings & Grounds-	
2.1 Structural Changes.....	3
2.2 Garages and Carports.....	3
2.3 Decks and Patios.....	4
2.4 Exterior Decorations.....	4
2.5 Landscaping.....	4
2.6 Mailboxes.....	4
2.7 Vehicles.....	4
3. Services-	
3.1 Emergency Services.....	5
3.2 Security.....	5
3.3 Recreation.....	5
3.4 Transportation.....	5
3.5 Trash and Garbage.....	5-6
3.6 Window Washing.....	6
4. General-	
4.1 Heating, Cooling, Water.....	6-8
4.2 Appliances.....	8-9
4.3 Crime Prevention.....	9
4.4 Children.....	10
4.5 Dogs.....	10
4.6 Extended Absence.....	10
Appendix.....	11
- Map of Condo 7	
A. Descriptions of Units.....	<i>Offering Plan Pg. 87</i>
B. Bylaws.....	<i>Offering Plan Pg. 91 [see note below]</i>
C. Rules and Regulations.....	<i>Offering Plan Pg.114 [see note below]</i>
D. Amendments to the Bylaws	
E. Addendum Agreement	

\*NOTE: **Appendix Sections A through C** are reprints from the *Condo 7 Offering Plan*, which was written by the developer at the inception of the condo project, and **cannot be changed**. Several parts of the *Offering Plan* no longer apply to current operations because of changes in Federal law (e.g. age restrictions) or bylaws changes (see § D), etc.

## I. INTRODUCTION

### 1.1 Condo Living Concepts

\*Your Condo is a middle ground between a private house and a rental apartment. Many of the laborious tasks associated with home ownership are handled by maintenance contracts. These include such things as common area landscape upkeep, snow clearing, exterior building repairs, exterior painting, trash collection, local road and driveway maintenance, and exterior window cleaning.

Properly maintaining the units at reasonable cost is the responsibility of a volunteer management team of unit owners. The core of the team is the Board of Managers. You will be expected to contribute some of your time to a committee or a Board position at some point. It is through voluntary participation that Condo living can be successful.

### 1.2 Condo 7 Information

\*Heritage Hills consists of thirty self-governed condos located on two hills, the East and West Hills. Condo 7, one of ten condos on the East Hill, covers 29.428 acres with 84 dwelling units located in 35 residential buildings. In addition, there are six structures containing only carports. We have about 8.5 acres of maintained lawns. Condo 7 is managed by an elected nine-member Board of Managers with broad powers as set forth in the *Offering Plan* (or prospectus - a copy of which you should have for reference) and reviewed by the Attorney General of New York State, and subsequent bylaws amendments. You are eligible to vote in Condo 7 elections on a pro-rated basis depending on your unit type as specified in the *Offering Plan*. The Heritage Hills Society, of which you are automatically a member as an owner (see §1.5), manages the recreation facilities, major roads, and certain open areas. Golf courses, restaurants, and shopping centers within or adjacent to the condominium complex are privately owned.

The owner is responsible for the UNIT as defined in the *Offering Plan*, page 80. Essentially, the Unit extends to the inner surfaces of the dry wall of the exterior walls and ceilings and includes interior walls (except pipes, ducts, and wires). The patio or deck, garage, crawl space or attic storage facility are LIMITED COMMON ELEMENTS the cost for repair of which is a common expense of Condo 7, except for the deck or patio. The repair of the deck or patio is the owner's responsibility.

### 1.3 Section Leaders

\*The Condo 7 is divided into 12 sections each with a volunteer "Section Leader." Currently there is one Sections Manager, the name for the chair of the group, who receives copies of the minutes of the regular Board of Managers meetings, which can be viewed by appointment. Section Leaders are the liaison between the residents and the Board. They distribute pertinent information including the *Condo 7 News*, and other communications as required. They replace light bulbs in the common areas, and generally monitor their sections for problems, which are then reported to the appropriate committee. If you have a question or a problem, contact your Section Leader.

### 1.4 Maintenance and Repairs

\*For repairs and maintenance of building features, or for grounds problems, contact the management company currently under contract to provide those services. Your Section Leader can provide current information.

The unit owner has responsibility for maintenance of the appliances, heating and air conditioning systems, hot water heater, exposed plumbing, plumbing fixtures, garage door opener, exhaust fans, kitchen and bath cabinets, internal electrical fixtures, windows, chimney (cleaning), fireplace screens, decks, patios, and other items not considered part of the building as set forth in the prospectus, as well as any damage or drain blockage resulting from actions of the owner, his/her agent, renter or guest.

#### 1.5 The Heritage Hills Society

As a unit-owner of Condo 7 you are automatically a dues paying member (and part owner) of the Society. This is an umbrella organization for all Heritage Hills Condos that manages the recreational facilities, roads, security and shuttle bus service. You are eligible to participate in all of their activities and to take advantage of their facilities. You are also eligible for election to their Board of Directors, to vote in their elections, and to serve on their committees. The Society publishes a newsletter and a booklet describing their services. They have a Business Office and an Activities Office in the Activities Center.

#### 1.6 Identification

\*A Heritage Hills Identification Card will be available to all resident owners and renters of Condo 7 units, and can be obtained from the Heritage Hills Society. This is a photo-ID card, and proper proof of residence is required to obtain it. The cards are required for the use of certain Society facilities, including swimming pools. Rules for use of the cards and recreational facilities are available from the Heritage Hills Society.

#### 1.7 Owners and Renters

This booklet is designed for owners of units in Condo 7. A brief *Renter Guide* is also available for tenants.

\*Our rules require that owners and residents of non-owner-occupied units sign a Lease Addendum Agreement to certify that the resident understands and will abide by all Condo 7 Rules. See the Appendix for a sample copy. The Agreement and Lease (if a lease exists) must be filed with the Condo 7 Secretary within 60 days of the date of the lease or occupancy of the unit, whichever is earlier, to avoid a late-documents fee.

#### 1.8 Payments

\*Unit owners are expected to pay Condo 7 common charges, fees, and assessments promptly. Our management company issues statements monthly to owners not on Direct Debit. Late payments will result in a progressive late fee for each month overdue. Any unpaid common charges, fees and assessments will constitute a lien on the unit.

#### 1.9 Operations

\*Condo 7 and the Society currently contract management services to local providers who maintain nearby offices to support Heritage Hills. Consult your monthly statements for their names, addresses and phone numbers.

### 2. BUILDINGS AND GROUNDS

#### 2.1 Structural Changes

An important rule, which is strictly enforced by the Board of Managers, applies to structural changes. Be advised that **NO** structural change to any unit in Condo 7 (including the deck, garage, and attic areas) may be made without the explicit **prior** written approval of the Condo 7 Board of Managers. The Town of Somers Building Inspector will not approve any plans for structural changes without prior written approval of the Condo 7 Board.

#### 2.2 Garages and Carports

Each garage and carport is a limited common area, and falls under the jurisdiction and control of the Condo 7 Board of Managers. However, the unit owner has exclusive use of the space. DO NOT STORE DANGEROUS MATERIALS such as gasoline, solvents, etc., in carports and garages. Pressurized gas bottles for barbecue grills should never be stored indoors or in an enclosed area even if they are "empty."

CARPORTS - Each unit without a garage is assigned a carport. A specific port is assigned to you as specified on pages 87-89 of the *Offering Plan* (see Appendix), and no other should be used, blocked, or infringed upon. In Condo 7, carports with residence units above them are equipped with fire alarms. Each carport space has a closet storage area at its rear.

\*Items, other than cars, should not be stored in the carports outside of your assigned storage closet. An exception is firewood if it is neatly stacked and does not infringe on space allocated to others.

Cleaning of garages is the unit-owner's responsibility. Carports will be cleaned twice a year as part of the regular common charges. You will be notified and asked to remove ALL items, except neatly stacked firewood, from the carport parking area (not the closet).

#### 2.3 Decks and Patios

\*Every Deck and patio is a limited common area, and falls under the jurisdiction and control of the Condo 7 Board of Managers. The unit owner has exclusive use of the space and is responsible for properly maintaining and repairing it. On past occasions Condo 7 has painted the railings and trim during the periodic painting cycle without additional charge to the owner; however, this is subject to the contract vote by the board of managers.

#### 2.4 Exterior Decorations

In general, all decorations, major plantings and landscape projects, ornaments, etc., to be placed outside the unit must first be authorized in writing by the Board of Managers. This requirement is in consideration of all other unit owners in the immediate area. The requirement applies to the outside of the unit structure itself, as well as to all the common property adjacent to the unit. The Board would not have to be consulted for such things as a bird feeder, a birdhouse, or a holiday wreath. However, a request to change the natural appearance of a common area with plantings, terracing, ties, flagstones, etc. would have to be presented to the Board.

#### 2.5 Landscaping

The concept of "common areas" may be new to some unit-owners. All of the grounds, even those immediately surrounding your unit structure, are common. Technically, the ownership and use of it is shared with all other Condo 7 unit owners; see the *Offering Plan*. Therefore, your elected Board of Managers is responsible to all unit owners collectively for preserving the integrity of the common property as originally established.

The planting of annuals and perennials in existing planting areas is permissible and encouraged. However, the creation of a new planting area for flowers, bushes, trees, or a combination, requires the prior written approval of the Board of Managers. Foliage must be kept 12 inches away from the structure to prevent insect infestation and to allow for painting. Vegetable and fruit gardening is restricted to the fenced garden areas provided near the main entrance by the Heritage Hills Garden Club. These are assigned upon application to the Club on an as-available basis.

#### 2.6 Mailboxes

A mailbox is provided for every unit. These boxes are the property of Condo 7 for deposit of mail only.

#### 2.7 Vehicles

All occupants of the units are asked to park cars in the garages, carports, or designated overflow parking areas close by, and not in driveways of courtyards. Only automobiles are allowed in the designated parking areas, carports and garages on a regular basis. NO PARKING is permitted at any time on the roads of Heritage Hills. Only currently licensed vehicles are allowed to be parked in Condo 7 parking facilities.

### 3. SERVICES

#### 3.1 Emergency Services

FIRE – POLICE – AMBULANCE: Call the Countywide emergency number: **911.**

Give the nature of the emergency. This number is to summon emergency vehicles only, and Heritage Hills Security will be automatically notified. For other conversations, use the numbers found in the directory.

OFF-HOUR MAINTENANCE: For maintenance that must be handled immediately (leaks, etc.), call Security non-emergency number **276-2592**

#### 3.2 Security

Patrols - The Society provides 24-hour Security automobile patrols which operate 7-days a week. The Security personnel drive marked cars and wear uniforms for immediate recognition.

Medical Service - A trained EMS (Emergency Medical Services) Technician is also on duty at all times to provide immediate limited medical service prior to the arrival of an ambulance.

Dark-House Checks - You can request Security to check your unit periodically if you are away for an extended period. For more information on this service, visit the Security Office in the Fitness Center.

Keys - The Security Office maintains a key file. If you keep a copy of your unit key(s) with them, they can enter your unit with a minimum of damage in event of emergency. With proper identification, they will assist you if you are locked-out.

#### 3.3 Recreation

Condo 7 residents in good standing are eligible to participate in the numerous activities and to utilize the various recreational facilities of Heritage Hills of Westchester.

\*Facilities – include swimming pools, tennis, bocce, and paddle tennis courts, garden plots, arts and crafts studios, woodworking shop, library, fitness center, etc. Information about the use of these facilities can be obtained from the Activities Office.

\*Activities – vary with the interests of residents, and may include groups for travel, theatrical productions, arts and crafts, education, discussion, and many other topics. The Activities Office can provide the latest information on activities, schedules and rules for their use.

#### 3.4 Transportation

\*The Heritage Hills Society operates shuttle bus service. There are scheduled commuter runs morning and afternoon to the Goldens Bridge Railroad Station. Mid-day shopping runs are also available. Your monthly Society dues support the cost of this service. Bus schedules change periodically and reservations may be required; check the Society Activities Office for current schedules and details.

#### 3.5 Trash and Garbage

GARBAGE - All trash bins and their containers are common elements and are the property of Condo 7. Under our current contract, garbage is collected every **Tuesday and Friday** (This is subject to change - check with your Section Leader). Most food waste is to be deposited in the kitchen sink disposal unit (see section on appliances). Other garbage and trash is to be securely tied in a plastic trash bag and placed in the garbage bins. The collector is NOT required to pickup any LOOSE trash from inside or outside the bins (see special note on newspapers below). Nothing must be placed in the bins that prevent the bin lid from closing, thereby allowing entry of cats and other animals.

\* **RECYCLING** - Under our current contract, recycled items listed below are collected every **Wednesday** (This is subject to change - check with your Section Leader.)

Newspapers are to be bundled with twine and placed in the recycling bin. They should not be bagged. If there is no space, this is the only item that can be placed alongside the bin the night before pickup.

Magazines and Catalogs are to be tied securely but not bagged.

Corrugated Boxes should be broken-down, flattened, bundled, tied or taped and placed in the recycle bin.

Junk Mail should be in clear plastic bags and placed in the recycle bin.

Commingled Containers, (glass, plastic, steel and aluminum food and beverage containers) should be placed in the specially marked garbage can. Plastic containers must have a RECYCLING NUMBER OF "1" OR "2" inside the triangle on the bottom. Remove and discard the lids and rinse their original contents. Beer and soda containers should be returned to the store for a deposit refund. All other items (soft plastics, light bulbs, broken dishes, etc.) are to be placed in the regular trash.

\***LARGE TRASH** – Items too large to fit into a trash bag are collected semi-annually at no charge during Spring and Fall Trash Days. If you wish to discard large items at other times, you must arrange directly with the carting company for a special collection at your expense. Otherwise, the carter is not responsible to pick up large items or anything left outside the trash bins (except newspapers, see above).

GARDEN TRIMMINGS only, may be placed in bags or bundles and left at the curb of a main road Monday or Friday mornings. No trash or garbage should be left there.

### 3.6 Window Washing

\*Condo 7 contracts for washing of window exteriors twice every year in early summer (after shrubs are sprayed) and in the fall. Screens must be removed prior to these washings, or those windows will not be washed. Washing un-screened windows is part of the routine maintenance and is without extra charge. The contractor can also provide optional screen removal and interior window washing services at the unit owner's expense.

## 4. GENERAL

### 4.1 Heating, Cooling, Water

#### HEAT

**Radiant heat** - Units in Condo 7 have PANELECTRIC heating in the ceilings of most rooms. Heating panels and thermostats operate directly on 240 VOLTS AC and should not be tampered with. This system has heating wires embedded in the ceiling drywall panels, similar to an electric blanket. Replacement of these panels is very costly. A qualified electrician can install a dining room ceiling fixture.

Initial owners of Condo 7 units were given a manufacturer's sticker with the following text to affix near the main breaker box:

#### **WARNING**

1. Do not cut holes in, nail into, puncture, install lighting fixtures, hang swag lamps, or ATTACH ANY OBJECTS on these heating panels for any reason. To do so may create severe electrical problems WHICH COULD LEAD TO FIRE OR MIGHT CAUSE BODILY HARM.
  
2. Do not attach partition walls, false beams, kitchen cabinets, appliances, ceiling tile or any other object or material directly to or in contact with the surface. This may cause excessive heat to develop at the point where the two surfaces are in contact.

In-floor heaters - Many units have updraft fan heaters in the floor in front of the sliding glass doors. These heaters operate on 240 VOLTS AC and provide 750 watts of heat. The manufacturer specifies cleaning annually. To clean, shut off the power, remove the floor grille (two screws), remove four screws located on the top fan inlet surface and lift inner assembly out of housing. Do not use water. Take care not to damage the fan blade. Clean using the hose from your vacuum. Replace all screws when reassembling to maintain electrical grounding.

Baseboard units - In certain areas, baseboard auxiliary heat is used. These operate on 240 VOLTS AC, so do not remove covers over the wiring.

Ceiling fan heaters - In some bathrooms, downdraft heaters are used. They operate in conjunction with the wall switch and the room thermostat. These should be vacuumed occasionally.

[Kerosene Heaters should NEVER be used in your unit or garage. These present an asphyxiation and fire hazard.]

### AIR CONDITIONER

There are two major components: the COMPRESSOR, which is outside on a concrete platform, and the EVAPORATOR which is inside your unit, usually in the attic space. A weatherproof ON/OFF switch is located on the outside wall of your unit near the compressor for use by service personnel. It must be ON for the system to operate. There are two circuit breakers in the main breaker box marked "compressor" and "evaporator" which must also be ON for the system to operate.

#### Starting the system for the season:

- Check to be sure that the outdoor switch and the circuit breakers are OFF.
- If you covered your compressor for the winter, remove cover.
- Clean leaves and debris away from the compressor.
- Clean the condenser coil by using an ordinary garden hose at high pressure. For best results, remove the fan grille, insert hose nozzle between fan blades and spray coil fins from inside to outside.
- Flush the dirt from the base pan by spraying water through top of unit. Avoid splashing mud on coil or water on the motor.
- A clogged or fractured condensate drain in your attic will cause an overflow that will leak through your ceiling requiring a repair at your expense.
- Open the return-air grille over the filter (usually located in the hall ceiling or wall) and remove any winter covering from over the filter. Vacuum or replace the filter.
- Have the refrigerant pressure checked by qualified service personnel, usually every 2 or 3 years is sufficient.
- Turn ON the weatherproof outdoor switch.
- Turn ON circuit breakers marked "Compressor" and "Evaporator" in the main breaker box.
- Be sure your heating thermostats are OFF.
- Open the air ducts in the rooms to be cooled.

#### Operating the air conditioner:

The system circulates air from the rooms through a filter air-return vent to the evaporator where it is cooled and distributed to all rooms. If you have the original equipment thermostat, it has two switches marked "Fan" and "Cool" which can be set as follows:

FAN "AUTO" - COOL "OFF" - This is the OFF position for the system.

FAN "AUTO" - COOL "ON" - The fan and cooling system cycle on-and-off together under control of the thermostat. This is the normal operating mode.

FAN "ON" - COOL "ON" - The fan runs continuously with the cooling system cycling on-and-off under control of the thermostat.

FAN "ON" - COOL "OFF" - The fan runs continuously with no cooling.

In hot weather, set the thermostat at the highest setting for optimum energy savings and comfort, usually between 72° and 80°. As the system operates, it removes humidity from the air. You will find that the thermostat can be set higher after a period of time as the air becomes less humid.

Winterizing:

- Turn OFF the circuit breakers for the compressor and evaporator in the main breaker box.
- Close all room vents to reduce possibility of drafts.
- Open the return-air grille and cover the filter with a piece of plastic, cardboard, etc. to reduce drafts.
- Cover the compressor outdoors with the optional winter cover from the manufacturer, or you can make a substitute from a trash bag and twine or tape.

WATER

Main Valve

There is a main shut-off valve and water meter usually in a closet near the water heater.

Outdoor Faucets

Each unit has one or more outdoor "Freezless" hose bibs. In the fall, DISCONNECT THE HOSE from the outside faucet. Leaving the hose connected could cause water remaining in the faucet to freeze and result in a pipe break inside the wall - a costly and inconvenient repair.

Hot Water Heater

\*Life – The basic model water heater from most manufacturers is guaranteed for five or six years and will normally last somewhat longer. It must be serviced and replaced by the unit owner. Heaters with ten-year and longer warranties are available at somewhat higher cost. Installing a watertight metal tray under a newly installed heater will contain a slow leak until noticed. Water detection alarms, available at some hardware stores, can be placed in the tray or on the floor near the heater for added protection.

Draining – Normally the heater instructions recommend draining a small amount of water from the tank periodically to avoid sediment build-up. However, that procedure introduces a risk when the heater is in a finished carpeted location as opposed to a basement or utility room – the possibility that the valve will stick or break when opened causing a serious flood.

Vacation Shutdown - When away for a period of time, it is wise to shut off the main water supply and open a hot water faucet slightly to relieve pressure on the heater. This will prevent a tank rupture while you are away. Also, to save electricity, turn OFF the breaker for the water heater at the main breaker box.

4.2 Appliances

These are general guidelines. Follow instructions in manuals for the appliances in your home.

Smoke and CO Alarms

\*Local code requires your unit to be equipped with a hard-wired smoke alarm. The one installed on your ceiling is connected to the 120-volt power and should have a continuously on red or amber light. If the light is not lit, have the unit serviced immediately. Many owners have also installed battery-operated units as backup; most of these give an audible low-battery signal. Replace the battery in accordance with manufacturer's instructions.

Test smoke alarms periodically, at least once a year. This can be done by lighting a match near the unit; then blowing it out to allow the smoke to enter the unit sensor. Be prepared for a loud noise.

\*Amanda's Law As of 2/22/10, all New York condo units with fireplaces and/or attached garages are required to have a carbon monoxide (CO) detector. Local governments handle enforcement of this State law. Installation per manufacturer's directions, and upkeep (batteries, etc.), are the responsibility of the unit owner.

Garbage Disposer

\*Use continuously running cold water while grinding garbage - it solidifies fats to prevent jamming the unit. A licensed plumber should install replacement units. One manufacturer says not to place these items in the disposal: metal, glass, plastic, ceramics, leather, cloth, string, sea-food shells, artichoke leaves, corn husks, lye, or cleaning chemicals. Some units may have the original GE Model GFC disposer that has a built-in overload-protector. If it will not operate, check on the body of the unit under the sink for a red button marked "reset".

CAUTION - Never put your hand in the Disposer. Be sure to turn off power first, and then always use tongs or a large spoon to remove objects from the Disposer.

Garage Door Opener

\*Although original garage doors have been replaced by Condo 7, the openers are considered an appliance, and are the unit owner's responsibility. Most original equipment openers, made by Overhead Door Co., have been replaced by owners to conform to current safety codes. Check the instructions that came with your opener.

#### Range Hood

\*Hoods originally installed in Condo 7 units have two filters. The outer aluminum grease filter should be washed periodically by soaking then agitating in hot detergent solution. Light brushing may be used to remove imbedded soil. Rinse and shake to remove moisture before re-installing. Cooking odors are trapped by the charcoal filter. It should be replaced when no longer effective. If the range hood in your kitchen has been replaced with a different type, it probably has only one disposable filter – replace according to manufacturer's directions. Do not operate the hood without filters in place.

#### Range Hood SAFETY TIPS from the manufacturer of the originally installed units -

- Due to the hood fan's drawing power, special caution is needed to avoid the possibility of spreading flame from the cooking surface of your range.
- Never leave the surface units unattended at higher heat settings.
- When flaming foods under the hood, turn off the fan.
- Keep hood and grease filters clean to maintain good venting and to avoid fires.
- DO NOT USE WATER ON GREASE FIRES.
- NEVER PICK UP A FLAMING PAN. Smother the flaming pan with a lid, cookie sheet, or flat metal tray and immediately turn off the surface unit and hood. Use baking soda or a dry chemical fire extinguisher to extinguish flames outside of the pan.

#### Clothes Washer and Dryer

\*Your unit may have any brand or model of these appliances installed. The following tips are general, and should apply to any model.

- The hoses that connect your washer are subject to failure and leakage as they age. Turning OFF the water valves after each use is recommended to prevent flooding in case of a break.
- Be sure to clean the dryer lint trap after each use. Overheating may be caused by lint buildup in the flexible exhaust hose connection or in the building ductwork.
- When replacing these appliances, be aware that some new models do not fit in the available space.

#### 4.3 Crime Prevention

Although Heritage Hills is considered a low-crime area, it is wise to follow certain precautions. Nationwide, a home is burglarized every 15 seconds.

##### Some suggestions:

- Do not keep large amounts of money or valuables in your unit.
- Be sure you have substantial door and window locks, especially for your sliding glass door.
- Take care of keys. Do not leave a key under a mat or in a hiding place. Do not leave a house key in a parked car or with a parking attendant. Do not have any identification on your keys. Have locks re-tumblered for new keys if you lose a key.
- Keep a record of serial numbers of valuable items.
- Do not enter your home if you see signs of forced entry; go to a neighbor and call the Police.
- Do not admit an unexpected sales or repair person into your unit. Notify Security immediately, and give them a description of the person and any vehicle involved. The Buildings committee always advises residents in advance when it is necessary to have interior repairs done. We have a policy against solicitation (except for political candidates).
- Do not reveal your home address or phone number to people without a need to know.

##### When away for a long period of time:

- Do not publicize your absence.
- Be sure items do not accumulate on your doorstep. Have a neighbor check daily and pick up deliveries.
- Have the post office hold or forward your mail.
- Disconnect the garage door opener by pulling the plug from the ceiling outlet or turning off the breaker.
- Use timers to activate lights and a radio.
- Take advantage of the Security dark-house-check procedure (see section on Security).

[See section 4.6, Extended Absence].

**4.4 Children (Minor)**

Limitations in the *Offering Plan* are outdated. Under current Federal laws, children of any age can be residents of Heritage Hills. School bus pickup can be arranged by contacting the administrative office of the school district. Certain rules may apply at the recreation facilities (pools, etc.) regarding children. Contact the Heritage Hills Society office for current details.

**4.5 Dogs**

\*Condo rules require the following:

- Each dog must have a current license obtainable from the Town Clerk's office in the Somers Town House.
- \* All dogs must be leashed when outdoors. It is incumbent upon residents to control the activities of their pets to prevent causing an annoyance to other residents.
- \* The owner/renter/guest must scoop up the dog's droppings and dispose of them properly. These are not to be placed in the storm sewers or recycling cans or loose in the trash bins.
- Violations are reportable to the Town of Somers Dog Control Officer.

**4.6 Extended Absence**

If your unit is to be unoccupied for an extended period during cold weather, follow these precautions.

- Set all thermostats NO LOWER THAN 55 DEGREES. This is to protect water pipes in the walls and in the concrete slab. Breaks are difficult and costly to repair, and cause considerable inconvenience.
- Turn OFF the circuit breaker for the water heater. Circuit breakers for the air conditioner compressor and evaporator should also be OFF. Leave all other breakers ON.
- If you have a garage, disconnect the plug of the door opener from the ceiling outlet.
- Turn OFF the main water valve.
- Open all faucets until water stops flowing. (This relieves pressure in the system, but does not drain the pipes. A qualified plumber can do a complete draining.)
- Leave all faucets open slightly.
- Open cabinet doors under sinks, and open all shower, bathroom and closet doors so the 55-degree air can circulate.
- \* If you live in a York unit, be sure the red "heat" switch is ON in the upstairs hall bathroom, and that the thermostat is set for 55 degrees. That bathroom is over the garage and subject to lower temperatures.
- Disconnect the hose from the outside faucet.
- You may take advantage of the Dark House Security service. Call Heritage Security for information.

---

\*\*\*

## APPENDIX

-- Map of Condo 7

A. Descriptions of the Units

From the *Offering Plan* pg 87

B. CONDO 7 BYLAWS

From the *Offering Plan* pg 91

C. RULES AND REGULATIONS

From the *Offering Plan* pg 114

D. AMENDMENTS TO THE BYLAWS

Amendment to:

Article II Section 14

Article II Section 1

Article III Section 1

Amendment to:

Article V Section 11

Amendment to:

Article II Section 2a

E. ADDENDUM AGREEMENT for LEASES

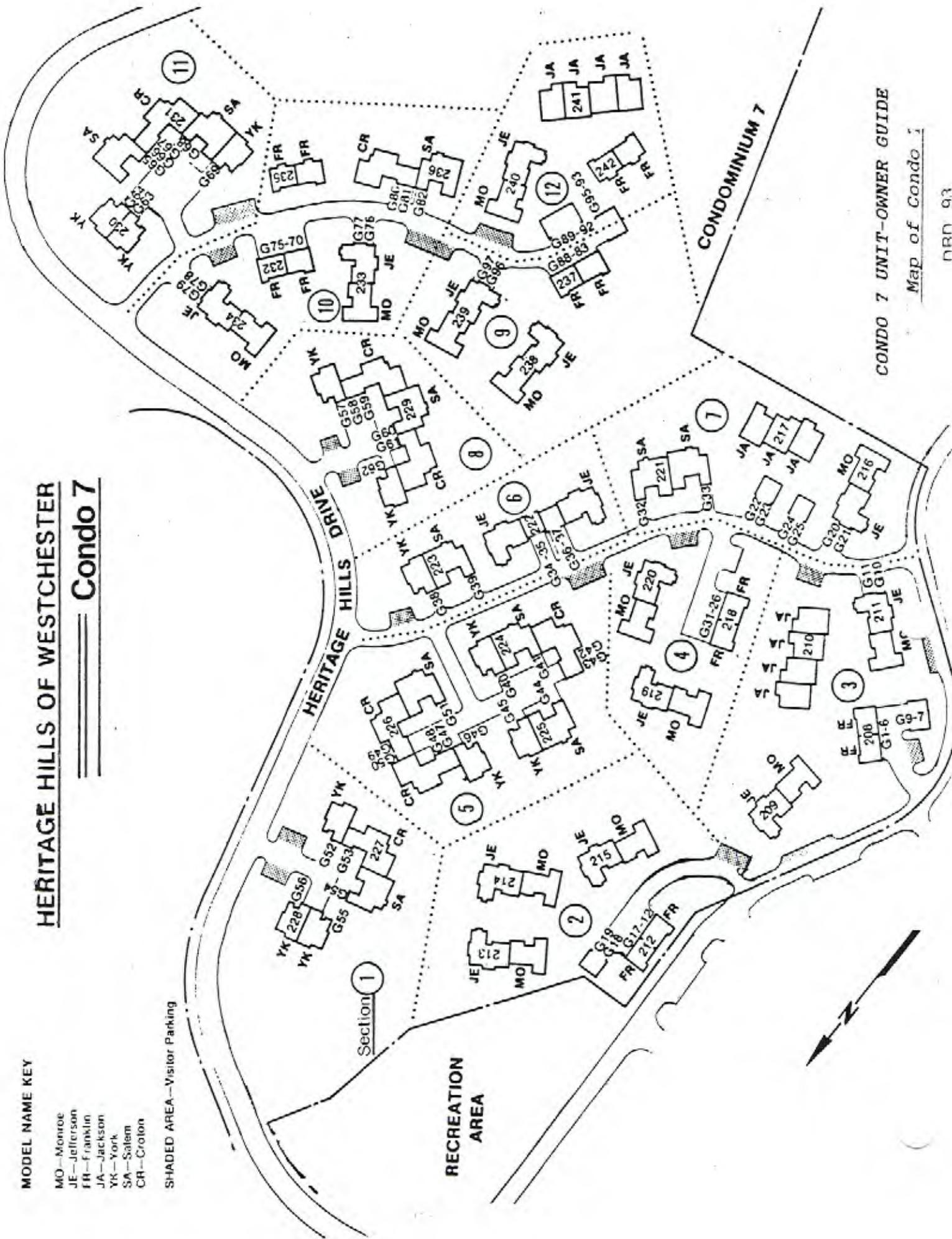
As required by the Amended Bylaws

\*NOTE: Appendix Sections A through C are reprints from the *Condo 7 Offering Plan*, which was written by the developer at the inception of the condo project, and cannot be changed. Several parts of the *Offering Plan* no longer apply to current operations because of changes in Federal law (e.g. age restrictions) or bylaws changes (see § D), etc.

**MODEL NAME KEY**

MO—Monroe  
JE—Jefferson  
FH—Franklin  
JA—Jackson  
YK—York  
SA—Salem  
CR—Croton

SHADED AREA—Visitor Parking

**HERITAGE HILLS OF WESTCHESTER****Condo 7**

## EXHIBIT "B"

## DECLARATION

<u>Unit Designation</u>	<u>Unit Description</u>	<u>Approx. Area in Sq. Ft.</u>	<u>Number of Rooms</u>	<u>Limited Common Elements [(Garage (G), Patio (P) or Deck (D))]</u>	<u>Percent of Interest in Common Elements</u>	<u>Common Elements to which Unit Has Immediate Access</u>
208A	Franklin	955	4	G- 4	.722	Walkways
208B	Franklin	955	4	G- 3	.722	Walkways
209A	Jefferson	1,689	6	G- 5	1.443	Walkways
209B	Monroe	1,427	5	G- 6	1.145	Walkways
210A	Jackson	1,138	4	G- 1	.933	Walkways
210B	Jackson	1,138	4	G- 2	.933	Walkways
210C	Jackson	1,138	4	G- 7	.933	Walkways
210D	Jackson	1,138	4	G- 8	.933	Walkways
211A	Jefferson/GU	1,689	6	G-10,11	1.527	Walkways
211B	Monroe	1,427	5	G- 9	1.145	Walkways
212A	Franklin	955	4	G-15	.722	Walkways
212B	Franklin	955	4	G-14	.722	Walkways
213A	Monroe	1,427	5	G-16	1.145	Walkways
213B	Jefferson	1,689	6	G-17	1.443	Walkways
214A	Jefferson	1,689	6	G-18	1.443	Walkways
214B	Monroe	1,427	5	G-19	1.145	Walkways
215A	Jefferson	1,689	6	G-12	1.443	Walkways
215B	Monroe	1,427	5	G-13	1.145	Walkways
216A	Jefferson/GU	1,689	6	G-20,21	1.527	Walkways
216B	Monroe	1,427	5	G-25	1.145	Walkways
217A	Jackson	1,138	4	G-22	.933	Walkways
217B	Jackson	1,138	4	G-23	.933	Walkways
217C	Jackson	1,138	4	G-24	.933	Walkways
218A	Franklin	955	4	G-29	.722	Walkways
218B	Franklin	955	4	G-28	.722	Walkways
219A	Monroe	1,427	5	G-30	1.145	Walkways
219B	Jefferson	1,689	6	G-31	1.443	Walkways
220A	Monroe	1,427	5	G-26	1.145	Walkways
220B	Jefferson	1,689	6	G-27	1.443	Walkways
221A	Salem	1,500	5	G-32	1.273	Walkways
221B	Salem	1,500	5	G-33	1.273	Walkways

<u>Unit Designation</u>	<u>Unit Description</u>	<u>Approx. Area in Sq. Ft.</u>	<u>Number of Rooms</u>	<u>Limited Common Elements [(Garage (G), Patio (P) or Deck (D))]</u>	<u>Percent of Interest in Common Elements</u>	<u>Common Elements to which Unit Has Immediate Access</u>
222A	Jefferson/2 Car A	1,689	6	G-34,35	1.570	Walkways
222B	Jefferson/2 Car A	1,689	6	G-36,37	1.570	Walkways
223A	York	1,700	6	G-38	1.315	Walkways
223B	Salem	1,500	5	G-39	1.273	Walkways
224A	York	1,700	6	G-40	1.315	Walkways
224B	Salem	1,500	5	G-41	1.273	Walkways
224C	Croton	1,780	6	G-42,43	1.570	Walkways
225A	Salem	1,500	5	G-44	1.273	Walkways
225B	York	1,700	6	G-45	1.315	Walkways
226A	York	1,700	6	G-46	1.315	Walkways
226B	Croton	1,780	6	G-47,48	1.570	Walkways
226C	Croton	1,780	6	G-49,50	1.570	Walkways
226D	Salem	1,500	5	G-51	1.273	Walkways
227A	York	1,700	6	G-52	1.315	Walkways
227B	Croton	1,780	6	G-53	1.527	Walkways
227C	Salem	1,500	5	G-54	1.273	Walkways
228A	York	1,700	6	G-55	1.315	Walkways
228B	York	1,700	6	G-56	1.315	Walkways
229A	York	1,700	6	G-57	1.315	Walkways
229B	Croton	1,780	6	G-58,59	1.570	Walkways
229C	Salem	1,500	5	G-60	1.273	Walkways
229D	Croton	1,780	6	G-61	1.527	Walkways
229E	York	1,700	6	G-62	1.315	Walkways
230A	York	1,700	6	G-63	1.315	Walkways
230B	York	1,700	6	G-64	1.315	Walkways
231A	Salem	1,500	5	G-65	1.273	Walkways
231B	Croton	1,780	6	G-66,67	1.570	Walkways
231C	Salem	1,500	5	G-68	1.273	Walkways
231D	York	1,700	6	G-69	1.315	Walkways
232A	Franklin	955	4	G-73	.722	Walkways
232B	Franklin	955	4	G-72	.722	Walkways
233A	Jefferson/GU	1,689	6	G-76,77	1.527	Walkways
233B	Monroe	1,427	5	G-70	1.145	Walkways
234A	Monroe	1,427	5	G-75	1.145	Walkways
234B	Jefferson/GU	1,689	6	G-78,79	1.527	Walkways

<u>Unit Designation</u>	<u>Unit Description</u>	<u>Approx. Area in Sq. Ft.</u>	<u>Number of Rooms</u>	<u>Limited Common Elements [(Garage (G), Patio (P) or Deck (D))]</u>	<u>Percent of Interest in Common Elements</u>	<u>Common Elements to which Unit Has Immediate Access</u>
235A	Franklin/Slab	955	4	G-74	.764	Walkways
235B	Franklin/Slab	955	4	G-71	.764	Walkways
236A	Croton	1,780	6	G-80,81	1.570	Walkways
236B	Salem	1,500	5	G-82	1.273	Walkways
237A	Franklin	955	4	G-86	.722	Walkways
237B	Franklin	955	4	G-85	.722	Walkways
238A	Jefferson	1,689	6	G-87	1.443	Walkways
238B	Monroe	1,427	5	G-88	1.145	Walkways
239A	Monroe	1,427	5	G-89	1.145	Walkways
239B	Jefferson/GU	1,689	6	G-96,97	1.527	Walkways
240A	Monroe	1,427	5	G-90	1.145	Walkways
240B	Jefferson	1,689	6	G-91	1.443	Walkways
241A	Jackson	1,138	4	G-92	.933	Walkways
241B	Jackson	1,138	4	G-93	.933	Walkways
241C	Jackson	1,138	4	G-94	.933	Walkways
241D	Jackson	1,138	4	G-95	.933	Walkways
242A	Franklin/Slab	955	4	G-83	.764	Walkways
242B	Franklin/Slab	955	4	G-84	.764	Walkways

SCHEDULE G  
EXHIBIT "C"  
OF DECLARATION

BY-LAWS  
OF  
HERITAGE HILLS OF WESTCHESTER CONDOMINIUM 7 AND  
HERITAGE HILLS MASTER ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. *Condominium Property.* The parcel of land and premises known as Heritage Hills of Westchester Condominium 7 more particularly and adequately described in the Declaration of Condominium recorded in the Office of the Clerk of Westchester County, New York, located in the Town of Somers, Westchester County, New York, has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York known as the Condominium Act by the recording of said Declaration. Said land and premises are hereinafter referred to as the "Property," the "Condominium" or "Condominium 7".

Section 2. *Applicability of By-Laws.* The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings, and all other improvements thereon, (including the units and the common elements), owned in fee simple absolute, and all easements, rights, appurtenances belonging thereto, all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Condominium Act.

Section 3. *Application.* All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations established thereunder.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of any unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Each unit owner or owners, by virtue of their holding to a unit, shall become a member of HERITAGE HILLS SOCIETY, LTD., a not-for-profit corporation organized under the laws of the State of New York and shall hold one (1)

membership for each unit so held by said owner or owners and shall further be bound by all of the provisions contained in the Certificate of Incorporation and the By-Laws of said HERITAGE HILLS SOCIETY, LTD. as they presently exist or as they may be amended hereafter from time to time.

Section 4. *Office.* The Office of the Condominium and of the Board of Managers of the Condominium shall be located within the Condominium or such other place reasonably convenient thereto as may be designated from time to time by the Board.

## ARTICLE II

### Board of Managers

Section 1. *Number and Qualification.* The affairs of the Condominium shall be governed by a Board of Managers consisting of nine (9) persons. It is the intent of Heritage Hills of Westchester, the Sponsor and is contemplated as part of the condominium plan, that Heritage Hills of Westchester Condominium 7 be a single, independent condominium which may or may not be integrated with a number of other separate and distinct condominiums. Accordingly, provisions are made which will permit condominiums to join together, if their respective Boards of Managers so elect, so that the operations and management of Heritage Hills of Westchester Condominium 6 may be in consonance with the operation and management of other condominiums to be organized and which, if they elect to become members of the Master Association, will form the condominium community referred to above. After the Declaration and these By-Laws have been filed in the Office of the Clerk of Westchester County, and until their successors shall have been elected at the first annual meeting of unit owners held pursuant to Section 1, Article III of the By-Laws, the Board of Managers shall consist of persons designated by the Sponsor. Thereafter, the Board of Managers shall be composed of nine (9) persons, all of whom shall be unit owners, it being understood that should any unit be owned by the entireties jointly or in common or be owned by a partnership, or a corporation in fiduciary capacity or otherwise, then in any such event such unit owner or owners of a unit shall designate one (1) person having an ownership interest in any such unit as the representative of the interest in the total ownership of such unit and such person shall be eligible for election to the Board of Managers, provided, however, that in the case of corporate ownership, any officer or employee of such corporation shall be eligible to represent the ownership interest of a unit.

Said Board of Managers of unit owners shall be divided into three (3) classes. The unit owners shall elect from among themselves three (3) Managers to serve for a period of one (1) year, three (3) Managers to serve for a period of two (2) years and three (3) Managers to serve for a period of three (3) years. At the expiration of the initial term of office of each Manager, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Managers shall hold office until

their successors have been elected and have had their first meeting. At each annual election the Board shall be reconstituted as a new Board.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium except those which by Law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the unit owners. Such powers and duties of the Board of Managers in the event the Condominium shall elect to be a member of the Heritage Hills Master Association, Inc. as hereinafter described shall include the administration and management of the Condominium in consonance with the principle that this Condominium shall be a single condominium existing in a community of condominiums, organized as Heritage Hills Master Association, Inc., a not-for-profit corporation organized under the laws of the State of New York, referred to as the "Master Association". The Board of Managers in such case shall have the power to control and manage the affairs of the Condominium so as to integrate the Condominium with other condominiums of Heritage Hills. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the common elements.
- (b) Determination of the common expenses, required for the conduct of the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges from the unit owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of the common elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of the unit owners, units offered for sale or lease or surrendered by their owners to the Board of Managers.
- (h) Purchasing of units at foreclosures or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of the unit owners.
- (i) Selling, leasing, mortgaging, exercising the right to vote appurtenant to (other than for the election of members of the Board of Managers), or otherwise

dealing with units acquired by, and subleasing units leased by the Board of Managers or its designee, corporation or otherwise, on behalf of the unit owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of units on behalf of the unit owners.

(k) Granting of licenses.

(l) Obtaining of insurance for the Property, including the units, pursuant to the provisions of Article V, Section 2 hereof.

(m) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(n) Until September 1, 1984, or until such time as all of the condominium units and the common elements comprising Heritage Hills of Westchester Condominium 7 have been completed and sold by the Sponsor, its successors or assigns, the Board of Managers (with respect to the Condominium) and the Board of Directors (with respect to Heritage Hills Master Association, Inc.) will not cause any agreements to be entered into for a period in excess of one year, will not make or cause to be made substantial changes (increase or decrease) in the standard of care and maintenance and other services to the condominiums comprising Heritage Hills of Westchester or to their respective unit owners, without the written approval of the Sponsor, its successors or assigns (which approval shall not be unreasonably withheld), shall maintain the fundamental plan and character of the common elements and shall take no action which would (a) alter, modify or change in any significant way whatsoever the appearance, standard of care and maintenance, the state of cleanliness and preservation of any of said common elements, including but not limited to the land, buildings and facilities, roads, paths, walkways, parking areas, trees, shrubs and all other landscaping, (b) increase or decrease in any significant way whatsoever the expenses and costs of the operation and maintenance of the said common elements, (c) in any way whatsoever impede, restrain or interfere with the sales program or the construction program of the Sponsor, its successors or assigns, or designees, of condominium dwelling units or recreational facilities or other properties of the Sponsor within the community of Heritage Hills of Westchester. A substantial change, increase or decrease, in costs and expenses as referred to above shall be one that results in a major increase or decrease in said costs allowing, however, for a change in general economic conditions, inflationary increases in costs or increases in costs and expenses which result from customary practices and procedures involved in the maintenance of the property. In the event the Board of Managers (with respect to the Condominium) or the Board of Directors (with respect to Heritage Hills Master Association, Inc.) fails to perform the undertakings or violates the obligations referred to above, Sponsor shall have the right to commence such legal action, including but not limited to seeking

injunctive relief, seeking damages, or such other remedies as may be available to it under law and equity, to correct or remedy said violations to protect the interests of the condominiums, their respective unit owners and the community interests, as well as those of the Sponsor.

*Section 3. Powers of Board of Managers, Master Association and Agents.* The Board of Managers may employ for the Condominium such Agents as it deems necessary and proper at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (k), (m), and (n) of Section 2 of this Article. The Board of Managers may delegate to such agents all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i) and (j) of Section 2 of this Article; provided, however, that upon the establishment of the Master Association as provided in Article X hereof, all powers and duties of the Board of Managers shall vest in the said Master Association. Notwithstanding such vesting, the Board of Managers shall continue in the possession of said powers and duties so long as the exercise thereof does not conflict with the policies, decisions and such rules and regulations voted by the Master Association.

*Section 4. Removal of Members of the Board of Managers.* On or after the first annual meeting of unit owners as provided in Article III, Section 1 of these By-Laws at any regular or special meeting of unit owners, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created.

*Section 5. Vacancies.* Except as provided in Section 4 of this Article, vacancies in the Board of Managers shall be filled by a vote of the majority of the remaining members at a special meeting of the Board of Managers held for the purpose promptly after the occurrence of any such vacancy, even though the members at the meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the member so replaces and until a successor shall be elected at the next annual meeting of the unit owners.

*Section 6. Organization of the Board of Managers.* The first meeting of the Board of Managers following the annual meeting of the unit owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the Board of Managers shall be present thereat.

*Section 7. Regular Meetings.* Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a

majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

**Section 8. Special Meetings.** Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board.

**Section 9. Waiver of Notice.** Any member of the Board of Managers may, at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum of Board of Managers.** At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

**Section 11. Fidelity Bonds.** The Board of Managers shall obtain adequate fidelity bonds for any Manager, and all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

**Section 12. Compensation.** No member of the Board of Managers shall receive any compensation except reimbursement for expenses incurred for so acting.

**Section 13. Liability of the Board of Managers and of the Sponsor.** The members of the Board of Managers shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Board of Managers against all liability arising out of the contracts or any of the activities of the business of the Condominium, except in the case of individual willful misconduct or bad faith. It is intended that the members of the Board of Managers acting on behalf of the Condominium have no personal liability in respect to contracts made by them on behalf of the Condominium. It is

understood and permissible for the Board of Managers when constituted by the Sponsor or his representatives to deal and contract with the Sponsor and its affiliated organizations. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity should be limited to such proportion of such liability thereunder as his interest in the common elements bears to the interest of all of the unit owners in the common elements. Every agreement made by the Board of Managers or its agents on behalf of the Condominium shall provide that such members or agents are acting only as agents of the unit owners having no personal liability thereunder (except in their capacity as unit owners) and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all unit owners in the common elements.

### ARTICLE III

#### Unit Owners

**Section 1. Annual Meetings.** Within thirty (30) days after (1) the conveyance of title of all condominium units, or (2) one year after the filing of the Declaration whichever shall first occur, the first annual meeting of unit owners shall be held on call by the President of the Board of Managers. At such meeting the officers and members of the Board of Managers shall resign and the unit owners shall elect a new Board of Managers from among the unit owners. Thereafter, the annual meetings of the unit owners shall be held in January of each year on a day and time fixed by the Board of Managers. At each annual meeting there shall be elected by the majority of unit owners authorized to vote the members of the Board of Managers in accordance with the provisions of Section 1, Article II of the By-Laws. The unit owners may transact other such business as may properly come before the meeting. So long as the Sponsor of the Condominium or its designee shall continue to own ten or more condominium units, it shall have the right to elect a minority number of the Board of Managers which number shall be in the ratio as the approximate proportion of percentage of common interest attributable to said units bears to the total percentage of common interest attributable to all of the units in the Condominium, but in no event more than forty-nine (49%) of the Board of Managers. Members of the Board of Managers elected by the Sponsor or its designee shall serve for a term of one year. All other members of the Board of Managers shall be elected by the unit owners and shall serve for the terms prescribed by these By-Laws.

**Section 2. Place of Meetings.** Meetings of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the unit owners as may be designated by the Board of Managers.

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by not less than

fifty (50%) percent in common interests, in the aggregate, of unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. *Notice of Meetings.* It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the unit owners, at least ten (10) but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. *Adjournment of Meetings.* If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interests of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. *Order of Business.* The order of business at all meetings of the unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Managers (when so required).
- (I) Unfinished business.
- (j) New Business.

Section 7. *Title to Units.* Title to units may be taken in the name of an individual or in the names of two or more persons as tenants in the entireties jointly or in common, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. *Voting.* The owner or owners of each unit (including the Board of Managers and the Master Association if they respectively hold title to one or more units) or such person designated by such owner or owners to act as proxy on his or their behalf shall be entitled to cast the vote appurtenant to such unit in proportion to the common elements applicable to such unit at all meetings of the unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating.

Section 9. *Majority of Unit Owners.* As used in these By-Laws the term "majority of unit owners" shall mean those unit owners representing more than fifty (50%) percent of the proportionate common interests of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners determined in accordance with the provisions of Section 8 of this Article.

Section 10. *Quorum.* The presence in person or by proxy of unit owners having more than fifty (50%) percent of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 11. *Majority Vote.* The vote of a majority of unit owners in accord with their proportionate interest at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required.

## ARTICLE IV

### Officers

Section 1. *Designation.* The principal officers of the Condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board.

Section 2. *Election of Officers.* The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers.

Section 3. *Removal of Office.* Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for that purpose.

*Section 4. President.* The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the unit owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Laws of the State of New York, including but not limited to the power to appoint committees from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

*Section 5. Vice President.* The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, or on an interim basis. The Vice President shall also perform such other duties as shall from time to time be assigned or delegated to him by the Board of Managers or by the President.

*Section 6. Secretary.* The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized under the Laws of the State of New York.

*Section 7. Treasurer.* The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Laws of the State of New York.

*Section 8. Agreements, Contracts, Deeds, Checks.* All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

*Section 9. Compensation of Officers.* No officer shall receive any compensation from the Condominium except for the reimbursement of expenses for acting as such.

## ARTICLE V

### Operation of the Property

*Section 1. Determination of Common Expenses and Fixing of Common Charges.* The Board of Managers shall from time to time, and at least annually,

prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the unit owners according to their respective common interests. The common expenses shall include, among other things, the costs of repairs and maintenance of the common elements and limited common elements, and the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article V and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital for the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. Common expenses may also include such amounts as the Board of Managers may deem proper to be expended in connection with the operations of any other condominium association within the Community of Condominiums referred to in Article II hereof, if in the judgment of the Board of Managers said expenditures would serve the purposes of the Condominium and would be in furtherance of the principle of creating an integrated Community of Condominium. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all unit owners promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

Section 2. *Insurance.* The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire Buildings (including all of the units and the bathroom and kitchen fixtures installed there in by the Grantor, but not including furniture; furnishings or the excess of the upgraded facilities and equipment or other personal property supplied or installed by unit owners), together with service machinery contained therein and covering the interest of the Condominium, the Board of Managers and all unit owners and their mortgagees, as interest may appear, such amount as the Board of Managers may deem appropriate; each of said policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear; (2) workmen's compensation insurance; (3) such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made with the Board of Managers.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, or of pro rata reduction of liability of the insurer as a result of any

insurance carried by unit owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of units. The full replacement value of the buildings, including all of the units and all of the common areas and facilities therein, without deduction for depreciation, shall be used for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Managers shall review such limits once each year. Until the first meeting of the Board of Managers following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of \$1,000,000.00 covering all claims of bodily injury or property damage arising out of one occurrence.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

*Section 3. Repair or Reconstruction After Fire or Other Casualty.* In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless there is substantially total destruction of the Property and seventy-five (75%) percent or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Managers shall designate a bank or trust company to act as insurance trustee for the collection and disbursement of such insurance proceeds, who shall disburse the proceeds of all insurance policies and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the unit owners for such deficit as part of the common charges.

If there is substantially total destruction of the Property and seventy-five (75%) percent or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been repair or restoration pursuant to the first paragraph of this Section 3 and

the amount of insurance proceeds shall have exceeded the cost of such repair or restoration), the excess of such insurance proceeds, shall be divided by the Insurance Trustee, among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

**Section 4. *Payment of Common Charges.*** All unit owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Managers shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VII of these By-Laws) of such unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit, except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien of the payment of common charges assessed prior to the foreclosure sale.

**Section 5. *Collection of Assessments.*** The Board of Managers shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect any common charge due from any unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

**Section 6. *Default in Payment of Common Charges.*** In the event of default by any unit owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by the provisions of the Condominium Act.

**Section 7. *Foreclosure of Liens for Unpaid Common Charges.*** In any action brought by the Board of Managers to foreclose a lien on a unit because of unpaid

common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

*Section 8. Statement of Common Charges.* The Board of Managers shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner.

*Section 9. Abatement and Enjoinment of Violations by Unit Owners.* The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

*Section 10. Maintenance and Repair.* (a) All maintenance of and repairs to any unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common elements that his failure so to do may engender.

(b) All maintenance, repairs and replacements to the common elements and limited common elements, ~~except decks or patios~~, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board of Managers and be charged to all the unit owners as a common expense. The expense of repair, maintenance, and/or replacement of decks and patios or any improvements thereof shall be the responsibility of the unit owner.

*Section 11. Restrictions on Use of Units.* In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The units shall be used for residences only.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the unit owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

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

(f) Occupancy of any unit shall be limited to any person of the age of forty (40) years or over; or a husband or wife, regardless of age, residing with his or her spouse provided the spouse of such person is of the age of forty (40) years or over, or the child or children residing with a permissible occupancy provided the child or children is or are of the age of eighteen (18) years.

The foregoing occupancy restrictions shall not be construed to prevent the occupants of any of the units from entertaining guests of any age in their units, including temporary residency not to exceed six (6) months.

*Section 12. Additions, Alterations or Improvements by Board of Managers.* Whenever in the judgment of the Board of Managers the common elements shall require additions, alterations or improvements costing in excess of \$20,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$20,000.00 or less may be made by the Board of Managers without approval of the unit owners and the costs thereof shall constitute part of the common expenses.

*Section 13. Additions, Alterations or Improvements by Unit Owners.* No unit owner shall make any structural addition, alteration or improvement in or to his unit, without the prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such

unit owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Managers only, without however incurring liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to units owned by the Sponsor until such units shall have been initially sold by the Sponsor and paid for.

Section 14. *Use of Common Elements.* A unit owner shall not place or cause to be placed in the common elements, other than the areas designated as storage areas, any furniture, packages or objects or any kind. The patios, decks and garages shall be used for no purpose other than intended or for normal transit through them.

Section 15. *Right of Access.* A unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or common elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 16. *Rules of Conduct.* Rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Board of Managers with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Managers to each unit owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers with the approval of a majority of the unit owners, are annexed hereto and made a part hereof as Schedule A.

Section 17. *Water Charges and Sewer Charges.* Water and sewer services shall be supplied by the Sponsor to each unit, and each unit owner shall be required to pay the bills for said water and sewer charges.

Section 18. *Electricity.* Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common elements shall be separately metered, and the Board of Managers shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

## ARTICLE VI

### **Mortgages**

**Section 1. Notice to Board of Managers.** A unit owner who mortgages his unit shall notify the Board of Managers of the name and address of this mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled, "Mortgages of Units".

**Section 2. Notice of Unpaid Common Charges.** The Board of Managers, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged unit.

**Section 3. Notice of Default.** The Board of Managers, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Managers.

**Section 4. Examination of Books.** Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

## ARTICLE VII

### **Sales, Leases and Mortgages of Units**

**Section 1. No Severance of Ownership.** No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all units.

**Section 2. Gifts and Devices, Etc.** Any unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass the same by intestacy, without restriction.

**Section 3. Payment of Assessments.** No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall

have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

## ARTICLE VIII

### Records

Section 1. *Records and Audits.* The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the unit owners, and financial records and books of account for the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board of Managers to all unit owners at least quarter-annually. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

## ARTICLE IX

### Miscellaneous

Section 1. *Invalidity.* The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. *Captions.* The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provisions thereof.

Section 3. *Gender.* The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. *Waiver.* No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

## ARTICLE XI

### Amendments to By-Laws

*Section 1. Amendments to By-Laws as to Heritage Hills of Westchester Condominium 7.* These By-Laws may be altered, amended or added to with respect to Heritage Hills of Westchester Condominium 7, at any duly called meeting of unit owners, provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by three-quarters ( $\frac{3}{4}$ ) of the unit owners in number and common interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. No amendment will affect or impair the validity or priority of unit owners and holders of a mortgage encumbering a unit or units. No amendment to these By-Laws shall be contrary to the requirements of the Condominium Act of the State of New York.

*Section 2. Amendment to By-Laws with respect to Heritage Hills Master Association, Inc.* These By-Laws may be altered, amended or added to, with respect to Heritage Hills Master Association, Inc., so that the Condominium may withdraw and disassociate itself from the said Heritage Hills Master Association, Inc. provided that: the notice of meeting shall contain a full statement of the proposed amendment; that the said amendment shall be approved by 51% of the unit owners in number and in common interest.

**SCHEDULE A**

**RULES AND REGULATIONS**  
**FOR**  
**HERITAGE HILLS OF**  
**WESTCHESTER CONDOMINIUM 7**  
**SOMERS, NEW YORK**

1. No part of the property shall be used for other than housing and the purposes for which the property was designed. Each Unit shall be used as a residence for a single family.
2. There shall be no obstruction of the common elements nor shall anything be stored in the common areas without the prior consent of the Board of Managers except as hereinafter expressly provided.
3. Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be permitted in the common areas.
4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Managers.
5. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common elements, except that a dog, cat or other household pet, approved by the Condominium Manager, may be kept in Units, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board of Managers. In no event shall any dog be permitted in any portion of the common elements unless carried or on a leash, or be curbed in any courtyard or close to any patio.
6. No noxious or offensive activity shall be carried on in any Unit, or in the common elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the buildings by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights,

comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

7. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a Unit or exposed on any part of the common elements. The common areas shall be kept free and clear of rubbish, debris and other unsightly materials.

8. Except in recreational or storage areas designated as such by the Board of Managers there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common areas except that decks and patios may be used for their intended purposes. Storage by Owners in areas designated by the Board of Managers shall be at the Owner's risk.

9. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes.

10. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

11. No garbage cans shall be placed in or about the common elements (except areas specifically designated for that purpose), nor shall anything be hung from the windows, terraces, decks, or patios or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, decks, patios, or terraces.

12. The parking areas shall not be used for any purpose other than to park automobiles excluding specifically, trucks, commercial vehicles, trailers, or boats, which may be parked in specially designated areas only. There will be no parking of vehicles in the courtyards of Court Type Units.

13. Rules of behavior for the swimming pools and recreation area will be promulgated by the Society, and all Unit Owners, their families and guests must abide by such rules.

14. No deck or patio shall be enclosed or covered by any awning or otherwise enclosed without the consent in writing of the Board of Managers.

15. The Board of Managers, or its designated agent, may retain a pass key to the premises for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Board of Managers. In case such consent is given, the Unit Owner shall provide the Board of Managers, or its agent, with an additional key pursuant to its right of access to the demised premises.

16. Unit owners shall not paint, stain, or otherwise change the color of any exterior portion of any building.

17. Each Unit owner shall keep his Condominium Unit and deck or patio (including any improvement) to which he has sole access in a good state of maintenance, repair and cleanliness.

18. Right is specifically reserved to the Board of Managers of the Condominium to rescind, change, or amend the foregoing rules and regulations and to adopt such other rules and regulations as from time to time the Board of Managers may deem necessary.

AMENDMENT #1 TO BY-LAWS - Article II - Board of Managers - Section 14 -  
Page 97 of Prospectus for Condominium Seven of Heritage Hills of West-  
chester, Somers, Westchester County, New York 10589.

It shall be the responsibility of the Board of Managers to:

- (a) Set aside an amount of money in its annual budget to provide a reserve fund for painting all the trim of the Units at least once every three years and the painting of each entire unit at least once every six years.
- (b) Contract with the necessary parties to repaint the trim of each Unit at least once every three years and to paint each entire unit at least once every six years, maintaining the same colors and paint base as first applied by the Sponsor.
- (c) Contract with the necessary parties to maintain the grounds of the entire condominium at a standard commensurate with that of Heritage Hills.
- (d) Order the yearly cleaning of such items as storm drains, the pointing of brick within the storm basins, the cleaning of adjoining pipes, etc.
- (e) Extend cooperation to other condos when repairs are needed in adjacent condos that require digging within our condo to accomplish same. However, this shall be done at the expense of the condo seeking such courtesy.
- (f) Keep all the residents informed by a news report as to major happenings within Heritage Hills, as well as other pertinent information regarding the condo.
- (g) Exchange ideas with all other condos within Heritage Hills.
- (h) Take upon itself the responsibility to see that Members of the Board of Managers and of Committees act on behalf of Condo 7 only when authorized by a majority of the Board of Managers. No Member of the Board or of any Committee shall act in an unreasonable manner.
- (i) Encourage Unit owners who have not previously served on the Board to serve as Committee members and thereafter as possible future candidates for the Board.
- (j) Bring to the attention of the Board all letters sent to it by its Unit owners with resulting action taken where vested authority has already been exercised. All other letters must be brought directly before the Board for action.
- (k) Publish all minutes of the Board meetings and distribute them to all Sectional Managers so that all Unit owners may always refer to the Board's actions.
- (l) Follow the provisions of the Heritage Hills of Westchester Service and Maintenance Policy Manual and its supplements, as the minimum amount of service and maintenance.
- (m) Order inspections of all roofs starting with the beginning of the third year after construction of the condominium is completed and yearly thereafter prior to the winter season.
- (n) Appoint an Executive Advisory Committee consisting of the former presidents of the Board of Managers who, based upon their experience in office, may be available to offer advice and counsel to the Board of Managers.
- (o) Establish a policy of not electing a president to serve for more than two consecutive one-year terms (present terms of office are for one-year periods).

AMENDMENT #2 to BY-LAWS - Article II - Board of Managers - Section 1 - Number and Qualification

Line number 17, which now starts with the words "whom shall be Unit owners" shall be amended to state: "whom shall be unit owners or spouse of a unit owner, or a full-time residing parent of a unit owner."

AMENDMENT #3 to BY-LAWS - Article III - Unit Owners - Page 97 - Section 1 - Annual Meetings

Lines 7 and 8 shall read: "Board of Managers from among the unit owners. Thereafter, the annual meetings of the unit owners shall be held in September of each year on a day and time fixed by . . ."

HERITAGE HILLS OF WESTCHESTER  
CONDOMINIUM #7  
AMENDMENT TO THE BY-LAWS

ARTICLE V: Section 11 - Restrictions on Use of Units

Article V. Section 11(e) is hereby amended to read as follows:

"(e) No portion of a Unit (other than the entire Unit) may be rented. No transient tenants may be accommodated therein. A transient tenant is a person in occupancy of a Unit on a temporary basis while the Unit Owner is not in occupancy who is not a member of the immediate family of the Unit Owner and who does not have a written or oral lease for the Unit."

Article V. Section 11 is further amended by adding a subsection g, to read as follows:

"(g) No Unit may be rented more than once in any twelve-month period, commencing with the beginning date of a lease agreement, unless the lease is terminated due to a default by the tenant, in which case a new lease may be entered into and a new twelve-month period shall then commence. This provision shall not prevent a Unit Owner from renting his/her Unit for a period of less than one year, however, the Unit Owner may not rent the Unit again during the twelve-month period commencing with the date of the original lease agreement. All leases shall provide that the tenant has been furnished with a copy of the Declaration, By-laws and Rules and Regulations of Heritage Hills of Westchester Condominium 7 and that the tenant agrees, on behalf of the tenant, the tenant's family and the tenant's guests, to comply with the terms and conditions contained therein. Any violation by a tenant of the terms and conditions of the Declaration, By-laws, or Rules and Regulations of Heritage Hills of Westchester Condominium 7, after seven days written notice from the landlord or the Board of Managers, shall constitute a default under the terms of the lease. No Units may be subleased and each occupant of a Unit under a lease agreement must be a member of the immediate family of the tenant or a guest of the tenant while the tenant is residing in the Unit."

7/11 Original delivered to Monie  
Shapiro for filing

AMENDMENT TO THE DECLARATION AND BY-LAWS  
OF HERITAGE HILLS OF WESTCHESTER CONDOMINIUM 7

WHEREAS, a certain Declaration entitled "Declaration Establishing a Plan for Condominium Ownership of Premises Known as 'Heritage Hills of Westchester Condominium 7', Located in the Town of Somers, County of Westchester, State of New York, Pursuant to Article 9-B of the Real Property Law of the State of New York," (the "Declaration"), dated May 25, 1979, was recorded in the Office of the Clerk of the County of Westchester, Division of Land Records, on June 21, 1979 in Liber 7563 of Deeds, at Page 142; and

WHEREAS, certain By-Laws of Heritage Hills of Westchester Condominium 7 ("Condo 7") and Heritage Hills Master Association, Inc. (the "By-Laws") were annexed as Exhibit "C" to the Declaration; and

WHEREAS, at a meeting of unit owners of Condo 7, duly called for and held on May 19, 1989, it was resolved by a vote of more than seventy-five percent (75%) of the unit owners in number and common interest to amend the Declaration and the By-Laws.

WITNESSETH, that Article II, Section 2, subparagraph (a) of the By-Laws is amended to read as follows:

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

(i) Set aside an amount of money in its annual budget to provide a reserve fund for the painting of each entire unit at least once every six years.

(ii) Contract with the necessary parties to paint each entire unit at least once every six years, maintaining the same colors as first applied by the Sponsor."

**ADDENDUM AGREEMENT TO LEASES FOR RENTALS OF UNITS  
IN CONDOMINIUM 7, HERITAGE HILLS OF WESTCHESTER**

Lease of Unit # \_\_\_\_\_

Period of Lease: From \_\_\_\_\_ To \_\_\_\_\_

OWNER(S):

LESSEE(S):

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

---

By signing this Agreement, the parties to the lease agree to the following provisions, and to the fact this Agreement becomes a valid addition to the lease:

1. I/We understand that a Unit may not be rented more than once in any 12-month period, commencing with the beginning date of the rental, except when the Lessee(s) violates the terms of the lease or in case of death, in which case a replacement rental may be initiated, again for a minimum 12-month term from the effective date. This restriction does not prevent a Unit Owner from leasing his/her Unit for a lesser period than one year, as, for example, while the owner is on vacation, but the Unit may not be rented again until 12 months from the beginning date of the original or replacement rental period.
2. I/We understand that all residents, owners and renters alike, are subject to the Bylaws and Rules and Regulations of this Condominium, as set forth in the Declaration, which is recorded in the Office of the Clerk of Westchester County, Division of Land Records, White Plains, New York, as well as by those Rules and Regulations which may be authorized and announced by the Board of Managers of this Condominium.
3. I/We understand that no portion of a Unit (other than the entire Unit) may be rented. No transient tenants may be accommodated therein. A transient tenant is a person in occupancy of a Unit on a temporary basis while the Unit Owner is not in occupancy who is not a member of the immediate family of the Unit Owner and who does not have a written or oral lease for the Unit.
4. I/We understand that if any deviation from the Declaration or the Bylaws and the Rules and Regulations by the Lessee(s) or his/her guests occupying this Unit under the accompanying lease continues seven (7) days or more after the Lessee(s) receives written notices by Certified Mail of such infractions from the Unit Owner or his/her agent, or from the Condominium Board of Managers, that such continued infraction shall constitute valid and sufficient grounds for the Unit Owner to cancel this agreement without penalty to him/her or his/her agent.

(SEE OVER PLEASE)

5. In the event the lease is canceled for cause as stated in Paragraph 4 above, the Lessee(s) shall vacate the premises within fourteen days from the cancellation date, and shall forfeit any security held by the Unit Owner. The Unit Owner may modify the vacating date, and the amount of security to be forfeited as the Unit Owner may desire, without prejudice.

Signed: (OWNER(S))

Signed: (LESSEE(S))

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: A COPY OF THIS ADDENDUM AGREEMENT MUST BE ATTACHED TO THE LEASE, AND A COPY ALSO MUST BE MAILED TO THE BOARD OF MANAGERS, CONDOMINIUM 7, HERITAGE HILLS OF WESTCHESTER, P.O. BOX 102, SOMERS NY 10589, UPON SIGNING THIS AGREEMENT.**



