Member’s

Handbook

Lake Huntington Summer Community

Revised 04/29/02

Refuse & Garbage Rules – Revised 06/04/02

Rental Rules 45 share rental fee to $50 per week – Revised 10/09/02

Rental Rules paragraph 1 changed to allow rental to 2 parties – Revised 06/23/06

Building code Section A. Interior Construction revised – Revised 06/23/06

Building code Section D1 Timing of Construction changed from July & August – Revised 12/04/06

Rental form revised to add line for reporting amount of rental – Revised 08/26/07 Rental form revised to add footnote with rental rule #1 – Revised 03/10/11

Rules updated – Revised 06/15/11

Building code Section C. Exterior Extensions – Revised 01/23/12

Pool Rules updated –Revised 09/9/13

Water Safety Procedures- Revised 08/25/14

Rules and Bylaws- Revised 05/26/19

Rental Rules - Revised 02/09/20

Building code Sections B. Exterior Alterations and C. Building Extensions - Revised 04/22/20

Bylaws Article IV section 3 revised per 2019 Labor day meeting vote to remove CPA requirement Revised 09/05/20

Rules prohibiting bird feeders and dogs at main lakefront added – Revised 07/11/23

Clarification of shareholder vs Community maintenance responsibilities – Revised 12/3/23

Nominating Committee – Revised 12/3/23

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**Lake Huntington Summer**

**Community Rules**

**(Revised December 2023)**

These rules are for the safe enjoyment of all who come to LHSC. Some of these rules are dictated by either the law or our insurance policies. Every renter must receive a copy of the rules and sign a rental application stating they have read them.

**Insurance**

* All shareholders are required to have a homeowner’s insurance policy with minimum $100,000 coverage.

## Committees

* Each single line item expense greater than $500 that is not in the approved committee budget must be approved by the Board of Directors

## Grounds

* Keep all grounds clean. No littering!
* 11 pm to 9 am are quiet hours; keep noise to a minimum. Please pay particular attention to noise by young children in the morning and teenagers at night.
* Speed limit on the Community road is 5 mph at all times.
* Fireworks are not allowed except under strict adult supervision during the July 4th celebration.
* Fires are allowed only in protected containers or pits and require adult supervision and a nearby hose.
* The Board of Directors, in its sole discretion, may prohibit any activity or use of equipment, or require adult supervision of any activity.
* Personal outdoor items such as furniture, hammocks and toys should be placed near your bungalow and not disrupt paths or common space.
* Trees may not be removed or pruned without Board approval; see Buildings Code.
* The Casino may not be used for private or fee-based events, without prior written approval of the Board.
* Vehicles are not allowed within the community’s outer ring road between the Friday of Memorial Day weekend and Labor Day. Outside of these dates vehicles may enter the inner community road to load or unload with a 30 minute time limit.

## Pets

* Dogs must be on a leash at all times on the grounds of the community, including on the dock.
* Droppings must be collected immediately, unless in the wooded areas surrounding the community.
* Dogs are not permitted on the tennis courts.
* Pet owners are responsible for any damage caused by their pets.

## LHSC Pool Rules

* The pool may only open when a lifeguard is on duty or when a responsible adult (age 21+, a competent swimmer), is present and willing to be attentive.
* The lifeguard or other responsible adult must lock both gates when they leave the pool.
* Swimming when no lifeguard is present will be at your own risk.
* Children under 12 must have an adult in the water with them unless they are in the shallow end or have passed the deep-water test. The lifeguard administers the test on request.
* Children under 12 must be supervised by an adult who is responsible for their safety whether or not a lifeguard is on duty.
* No diving, no running or rough play in or around the pool.
* Please be considerate of others. Limit use of cell phones. Do not use amplified music. Do not smoke in the pool area.
* No food, glass containers, or pets to the pool area. Babies’ diapers should have a protective outer layer.
* The lifeguard or adult pool supervisor has the full authority to close the pool due to unsafe weather, to prohibit any activity on safety grounds and to enforce the pool rules.

**In case of emergency call 911- and/or contact the lifeguard, who will call 911. If necessary, obtain the semi- automatic defibrillator located in the casino on the back wall, turn on and follow voice commands.**

## Rentals (see members handbook for additional rental details)

• The rental of each unit is limited to three parties for a combined maximum period of one month (31 days) between Memorial Day and Labor Day. A renter is limited to renting from one shareholder for a maximum period of one month (31 days) between Memorial Day and Labor Day.

## Lakefront

* There is no lifeguard at the lake, swim at your own risk.
* Children under 14 are not permitted to swim or fish without supervision by a responsible adult (age 21+).
* Life preservers are required in boats, consistent with NYS law.
* Boats docked at the lake must be in active use and well maintained.
* The New York State Department of Environmental Conservation requires fishing licenses for anyone age 16 and over who is holding a fishing rod.
* No dogs are permitted at the main lakefront at any time. Dogs are permitted at the Elvin lakefront at all times.

## Laundry

* Laundry hours are 9 am to 11 pm.
* If repairs are needed, contact LHSC Grounds and Maintenance; **under no circumstances** should a shareholder (non-Board member) or renter directly call for service.

## Bungalow and Utilities

* Smoke detectors and fire extinguishers are required in all units. A smoke detector is required in every room. The smoke detector in the kitchen must be a combination detector: one that detects both smoke and carbon monoxide.
* LED light bulbs are strongly encouraged.
* Heaters should be used sparingly.
* Water heaters should be set to pilot when units are not occupied, even for short periods. Shareholders should instruct renters how to do this.
* Members of the Board of Directors or contractors employed by LHSC may enter bungalows to inspect for compliance and for emergencies.
* Every shareholder must store the key(s) to enter their units in a lockbox and provide the lockbox combination to the LHSC Board or, if using a combination lock, provide the combination to the LHSC Board
* Due to the danger of bears and other wildlife, the feeding of birds, including hummingbirds, whether with bird feeders of any kind, or by placing food on the ground, is not permitted.
* To clarify shareholder versus Community responsibilities as stated in Section 18a of the Proprietary Lease, the Board approved the following on 9/26/2023 and recorded it in the minutes:
* Shareholder vs Community Responsibilities
  + Building Structure - The language in section 18a of the Proprietary Lease says “The Lessee shall keep the interior and exterior of the apartment (excluding any piers or foundation on which the apartment rests) in good repair…”. The Board interprets this phrase as written, that all structural elements except the foundation or concrete pads or sono tubes, and all non-structural elements, are the responsibility of the Shareholder. This includes the beams, joists, etc. – basically everything made of wood except the piers is the responsibility of the Shareholder.
  + Extermination – Damage caused by pests to anything other than the piers or foundation are the responsibility of the Shareholder, and each Shareholder should have their units inspected as needed to determine if any pest control services are required.
  + Site Conditions – Each Shareholder purchased their unit in the condition in which it was found at the time – close to the ground or with a lot of clearance, in a wet or dry area, etc. Just as with buying a property anywhere else it was each Shareholders responsibility to assess the condition of the unit before purchase.
* Shareholder vs Community Responsibilities – Electrical, Plumbing and Gas
* Propane Gas – The Community is responsible for the propane gas feed up to the entry point into the unit, and including the grounding of the gas line. The shareholder is responsible for the gas line from the entry into the unit and to the fixtures.
* Electrical – The Community is responsible for the electrical service up to and including the point at which the overhead service feed attaches to the building or to a community meter if one is attached to the building. The shareholders are responsible for all wiring, panels, etc. from the attachment point at the building, or from the Community meter if one is attached to the bldg.
* Plumbing – The Community is responsible for waste lines below the unit, and for supply lines until they enter the unit. Shareholders are responsible for all piping within their walls that attach to fixtures in their unit. Clogs at fixtures, even if related to the buildup of rust from sections of older galvanized water lines, are the responsibility of Shareholders.
* Shareholder vs Community Responsibilities – Electrical, Plumbing and Gas
* Shareholders are responsible for maintaining their units so they remain structurally sound and are not subject to conditions of general deterioration.
  + Roofs should be free of debris and should be replaced at the end of their useful life.
  + Siding, trim, etc. should be maintained in good condition, and gutters and downspouts must be installed and maintained so that rain water is routed away from the building.
  + Units should be painted as needed and lattice work should be installed under any part of the building where there is a large space between the unit and the ground.
  + Debris should not be allowed to accumulate under units.
* The Board may contact Shareholders to request they do work to address problems found during periodic exterior inspections. If Shareholders are not responsive to these requests the Board may take whatever actions are provided for in our rules.
* Process for Deciding Responsibility for Repairs
* Shareholders Asking for Reimbursements for Repair Work – If a Shareholder arranges for repair work which they subsequently believe is the responsibility of the Community to pay for, they must timely submit with their request for reimbursement clear documentation describing the work done, the cost of the work, and the reason they believe the Community is responsible.
  + - Repair Work Arranged by the Community and Billed to the Shareholder – During the Opening, and at other times, the Community may have to arrange and pay for Shareholder-responsible repairs where there isn’t time to first notify the Shareholder. In these cases, the Community will bill the Shareholder for the cost of the repairs and will provide a copy of the invoice detailing the work and the charges.
    - G&M Committee – Questions about responsibilities for repair work will be referred to the G&M Committee who will confer and provide a recommendation to the Board.

## Garbage

* Recycling must be sorted as outlined in signs and handouts. Please review the rules carefully, since they differ from other counties and New York City. Make sure that renters understand the rules.
* **DO NOT LEAVE ANY LARGE ITEMS** by the garbage collection areas. Large items must be taken to the dump or held inside the unit until the Community arranges a dumpster for this purpose.
* Composting is encouraged in designated areas and is allowed only in those areas.

## Construction

* Most construction activities require Board review and approval. Most construction activities are not permitted during the summer. See the Community’s Building Code for details before planning any construction.
* Any independent contractor retained to provide services on the Community’s property, including work inside the units, must provide an insurance certificate for the benefit of Lake Huntington Summer Community, Inc. evidencing that the contractor has at least $500,000 of insurance currently in force.

**Nominating Committee** (Passed at a LHSC Board meeting on 8-19-21)

* For many years the nominating process for board membership at LHSC has been an ad hoc process. The Nominating Committee historically was self-appointed and perpetuated itself, with the same people serving for many years and passing membership around a small group in the community. This proposed procedure will allow for a continuous rotation of new members onto the Committee and thus represent more sectors of the community.
* Each year, the out-going board president will become the chair of the nominating committee and will serve as chair until the next out-going president is available. The second and third members will be on a rotating two-year term, appointed by the Board. In the event the out-going president cannot serve in the capacity of Nominating Committee chair, the Board of Directors will select a former board member to serve as chair of the committee until the next out-going president is available.

## Water Heater Procedure

1. The water heater is in the shed in the rear of most units or is an on-demand type attached to the rear or side outer wall of the unit.

**For tank heaters:**

1. when you arrive, it should be in the “pilot” position. Following the directions on the tank carefully, turn the dial to “on”. If you have any doubts about lighting the heater, ask for help from a neighbor.

1. Leave heater on the lowest possible setting that gives you adequate hot water (energy-saving setting).

1. Most units share a common heater with their adjacent (attached) unit. Consult your neighbor about the setting if both of you will be away for more than a day.

1. Gas spent heating water is paid for by everyone, so remember to turn the setting to “pilot” when the units are unoccupied.

**Lake Huntington Summer Community**

## Rental Rules

1. The rental of each unit is limited to three parties for a combined maximum period of one month (31 days) between Memorial Day and Labor Day. A renter is limited to renting from one shareholder for a maximum period of one month (31 days) between Memorial Day and Labor Day.
2. The rental fee per week, payable by the shareholder to LHSC, shall be $30.00 per week up to a maximum of $120.00 for 30-shareholders and $50.00 per week up to a maximum of $200.00 for 45 and 60-shareholders.
3. Applications for rentals must be submitted for approval at least two weeks in advance. Rental fees must accompany the application. The Board must reply within 10 days of receipt of the completed application.
4. Prospective renters must sign a statement acknowledging acceptance of community rules and waiving liability before rental application can be considered complete.
5. Owners may not rent if they are in arrears in maintenance payments, or if any other bills owed to the community are outstanding.
6. Rental parties shall normally be limited to a maximum of five persons, including guests.
7. It is the intention of the Board that no more than 1/3 of all units be rented in any given month. If this number is exceeded, the Board will then meet to consider a course of action.
8. Under the provisions of the Proprietary Lease the Board has the right to reject any rental applications “for any reason or for no reason”. The shareholder’s right to appeal is detailed in the lease.
9. A LHSC Renter Liaison Committee will operate during the summer months to welcome renters, explain rules, report violations, and maintain a log of all usage of bungalows by non-owners.
10. Non-paying visitors who are not immediate members of the families of cooperators are considered guests. Rules concerning guests apply only when cooperators are absent when guests are staying in their bungalows.
11. A rental shall be defined as a four-night or more occupancy of a unit by one or more non-shareholders without at least one member of the shareholder’s family present. The rules for rentals will apply whether or not compensation is involved for anyone except grandparents, parents, siblings or children. That is, if a friend occupies the unit as above with or without compensation, the shareholder must follow the rental procedures.
12. In order to limit traffic in the community, during their absence cooperators may have guests staying in their bungalows once during a season up to a maximum of three nights. Any stay by guests beyond that period will constitute a rental as set forth above.
13. The right of absentee owners to rent will be circumscribed. Absentee owners will normally be defined as cooperators whose members fail in a given year to attend at least one full shareholder meeting and to be present at the community for a minimum of two additional weekends. An absentee owner may not rent during the next season.
14. The Board may impose a penalty of double the LHSC rental fee due if there is failure to comply with all requirements. Violation of rental rules may result in suspension of rental privileges for the following year. The Board will consider special circumstances if brought to its attention in writing prior to any possible violation.

## Application for Temporary Rental (sheet 1 of 2)

Unit No.: \_\_\_\_\_\_\_\_\_\_ Shareholder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Period: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cooperators’ Previous Rental History: \_\_\_\_\_ First Rental

Name From To

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shareholder’s Account Status (To be completed by Treasurer):

Fully Paid As Of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Amount Due: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Charge For: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unpaid Since: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Treasurer’s Signature Date

Description of Sub-Lessee:

Name Relationship Age of Minors

1.

2.

3.

4.

5.

Number and kind of pets, if any:

Sub-Lessee’s Permanent Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mailing Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Numbers: Home \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Fee Submitted with Application: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Weekly Rental Fee Charged to Renter: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Approved by Board Of Directors: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note**: The rental of each unit is limited to three parties for a combined maximum period of one month (31 days) between Memorial Day and Labor Day. A renter is limited to renting from one shareholder for a maximum period of one month (31 days) between Memorial Day and Labor Day.

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## Lake Huntington Summer Community Application for Temporary Rental (sheet 2 of 2)

To: The Lake Huntington Summer Community, Inc.

In consideration of your approving my application to rent a unit at Lake Huntington Summer

Community this summer, I/We hereby release and discharge the Lake Huntington Summer Community, Inc., its stockholders, officers and directors from any and all liability arising out of any injury or loss of any kind which may be sustained by the undersigned and those occupying the said unit as part of our rental, during said rental period.

I acknowledge that I/We have read the rules and regulations of the Lake Huntington Summer Community and will abide by them.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

PLEASE RETURN THIS FORM TO:

Lake Huntington Summer Community

c/o Board Rental Liaison

[LHSCrental@gmail.com](about:blank)

**Procedure for Re-Sale/Transfer of Shares**

Following is a step-by-step procedure that is to be followed for the resale or transfer of shares:

1. Use the form entitled “Application for Sale or Transfer of Shares.” Both parties (seller and purchaser) fill out the form completely and return to Board member responsible for resales. Purchaser also completes an authorization for credit check.

1. Seller and Purchaser are encouraged to enter into contract of sale (a contract form can be obtained in most

stationary stores, e.g., a “Blumberg W-123”). The contract should specify:

* 1. what is included in the sales
  2. what is excluded from the sale
  3. seller’s repair work prior to the sale
  4. arrangement for payment of maintenance (e.g., apportioned by the season, covered at closing, etc.)
  5. statement that the purchaser has examined the corporate records/by-laws/proprietary lease or waives the right to examine them
  6. purchase price and how it will be paid, including any part borrowed by mortgage
  7. approximate date of closing
  8. statement by seller that he/she does or does not possess original stock certificates, proprietary lease, offering plan.

If a formal contract is not entered into, the information must be provided to the board, along with the information in the application.

1. Send copy of contract or above-mentioned information to board member responsible for resales. He/she will review the information, check credit and financial information and arrange for interviews, if he or the Board decide it is necessary.

1. Board votes on resale. The Board can either do this at a Board meeting or else a poll of its members can be

taken with the decision formally ratified at its next meeting. The seller is informed of the Board’s determination.

1. The application form is sent to the Cooperative’s attorney as a formal notification of the Board’s approval. The seller is instructed to contact our attorney to arrange for the closing. It is anticipated that the closing will take 2-3 weeks from this time.

1. Both parties should be present at the closing, unless power of attorney is given. The seller should bring to the closing: original stock certificate and shareholder’s duplicate copy of proprietary lease. Notify coops attorney if you do not have these. At the closing, our attorney will provide the new owner with the new stock certificate, Lease, the By-laws, Members Handbook and Rules.

If both parties will not be present at the closing, our attorney will prepare the closing documents and send them to the seller. These must be completed and returned.

1. After the closing, our attorney formally notifies the Board of the completed transaction.

1. The current fee for an in-person closing is $250 and the fee for a closing by mail is $325. The fee is paid at the closing when both parties attend. If done by mail, it must be paid before any papers will be mailed to the Seller by the coop’s attorney.

**Lake Huntington Summer Community, Inc.**

### APPLICATION FOR SALE or TRANSFER of SHARES

**PLEASE PRINT**

**Seller/Transferor Information**

Print Names: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature(s): 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Transfer Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Buyer/Transferee Information (All CONFIDENTIAL for Board ONLY)

|  |  |
| --- | --- |
| Print Names: 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Other Proposed Occupants: (Name, Relationship, Age) |
| 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature(s) 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Form of Ownership: \_\_\_Individual \_\_\_Joint | 3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Permanent Addresses: | Phone Numbers (\*): |
| Winter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Use (\*) to indicate that you do NOT wish to be listed in the LHSC Directory

Social Security Numbers: 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Buyers’ Employer Information**

|  |  |
| --- | --- |
| Name 1.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name 2.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Nature of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Nature of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Please submit copies of your last two years income tax returns and W-2’s with proof of employment. List all debts (mortgages and all other loans) and credit card accounts, and attach current statements for each.

**Authorization for Credit and Employment Checks**

Signature 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**D O N O T W R I T E B E L O W T H I S L I N E !**

### -----------------------------------------------------------------------------------------------------------------------------------------

**B O A R D A C T I O N**

**Verification of Sellers’ LHSC Status**

Fully Paid as of: \_\_\_\_/\_\_\_\_/\_\_\_\_ OR

Amount Due $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Charges for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Treasurer’s Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owed since: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Verification of Credit**

Board Member Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Interview Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Waived: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Transfer Approved by Board: YES \_\_\_\_ NO \_\_\_\_

Date of Board Meeting for Approval or Date ratified: Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Approval Acknowledged by LHCS Counsel: YES \_\_\_\_ NO \_\_\_\_

Date of Actual Transfer: Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Note: This is NOT a contract for Sale

## Building Code

revised to incorporate past amendments – 03/23/02

revised A. Interior Construction per announcement at 2006 Memorial Day Meeting – 06/23/06 revised C. Building Extensions per Board of Directors meeting – 01/23/12

This building code is a compromise between various interests within the community and as such has taken the form of a statement of general principles and considerations to be taken into account by the Board in its deliberations over any application to build. It is intended to serve as a general guideline for the Board in its deliberations and decisions.

Principles on which Code is Based

1. That the present natural beauty and architectural integrity of the community be preserved,

1. That the regulations in the code be designed to protect and enhance the beauty and appearance of the community.

1. That the code recognizes the general right to build while at the same time it exercises control by the community over any proposed building,

1. That the code itself is designed to balance the overall value and utility to both the individual cooperator(s) and the community as a whole as well as give consideration to the effect on neighboring unit(s) in any consideration of proposed building; that in denying any application for building, the Board must show on balance that the negative effect on the community as a whole or on a neighboring unit outweighs the individual cooperator(s)' interest in building.

1. That, as any building extension involves a loss to the community of common space, this code provides for compensation to the community.

1. Interior Construction

Interior construction is at the option of the cooperator occupying the unit, so long as other units are not negatively affected by such repairs and/or alterations. Plans shall be submitted to the board for any removal, replacement or modification of existing electrical, plumbing, walls, flooring or ceiling systems. The Board may enlist the services of the property manager or other qualified individual to review the proposed changes. Submissions of plans and the payment of necessary fees to the appropriate building department shall be the responsibility of the individual cooperator, and shall be at no cost or expense to the community. All work that is done by contractors shall be performed by contractors with insurance in limits as the board may periodically adjust for inflation, or as other circumstances dictate for the best interests of the community; and policies shall name the Lake Huntington Summer Community, Inc. as owner and as an additional insured party. No work may proceed without first providing proof of insurance to the board.

The cooperator is responsible for ensuring that work is done in accordance with prevailing building standards and does not in any way compromise the structural integrity of the unit. Any costs incurred by the cooperator or the community to rectify problems caused by structural changes done by the cooperator (either the current shareholder or any prior shareholder of the unit) will be the responsibility of the cooperator. The Board may review the structural integrity of a unit at any time, and require the cooperator to make improvements to address problems found.

The installation of major appliances, including but not limited to the following is not permitted: dishwashers, washers/dryers, food disposal units and air-conditioners. Fixed heating systems shall require board approval for the purposes of safety and utility costs.

1. Exterior Alterations that do not increase the unit footprint (but may increase the floor space within the existing unit)

For purposes of this code, alterations refer to any external change to a unit which does not provide additional usable space, but may include internal reconfigurations within the existing unit shell.

All exterior alterations of units, including the exterior appearance of a unit (e.g., windows, awnings, exterior lighting, chimneys), must be donein accordance with plans and specifications (designating materials, dimensions, and colors) which have been approved by the Board of Directors or its designated committee. Such changes shall conform generally to the architectural style and materials of the building being altered and to the community in general.

Filing with the Board shall be accomplished by providing a copy of the plans and specifications to the President and to the Vice President for Grounds and Maintenance. When filing with the Board for approval, copies must also be provided to all shareholders occupying adjoining units or with windows facing the planned alteration and these shareholders must sign the plans and specifications documents demonstrating acceptance. These signed documents are to be provided to the Board prior to Board approval. Any shareholder may file with the Board comments regarding the proposed exterior alteration. Notice will be sent to all shareholders by the Board of any decision approving an alteration to the exterior of a unit.

**Building Code**

Any exterior alteration of a unit which does not extend the unit so that it restricts use of the common ground will be approved by the Board after 15 days from receipt of the plans without a meeting and without notice to the shareholders, unless a majority of the Board desires to consider the matter and requests that approval be delayed until they can do so. Such an approval can be appealed to a meeting of the cooperators as set forth under H(2) below.

C. Building Extensions

For purposes of this code, extensions refer to any external change to a unit which does provide additional usable space, either enclosed or unenclosed through the use of a larger unit foot print>

All building extensions must be done in accordance with plans and specifications (designating materials, dimensions, and colors) which have been approved by the Board of Directors or its designated committee. Such changes shall conform generally to the architectural style and materials of the building being extended and to the community in general.

Filing with the Board shall be accomplished by providing a copy of the plans and specifications to the President and to the Vice President for Grounds and Maintenance. When filing with the Board for approval, copies must alsobe provided to all shareholders occupying adjoining units or with windows facing the planned extension.

Any shareholder may file with the Board comments regarding the proposed building extension. Notice will be sent to all shareholders by the Board of any decision approving an extension to a unit. Such an approval can be appealed to a meeting of the cooperators as set forth under H (2) below.

The following additional conditions apply to building extensions:

1. Space between buildings will be maintained in such a way that pedestrian passage and light into neighboring buildings not be impeded; that the passage space be maintained at a minimum of 15 feet and that no building extension appropriate more than one-half of the space remaining between the units, after deducting 15-feet, thus preserving the remaining space, minus the 15-foot passage, for a building extension to the neighboring building, whether or not such is anticipated at the time of the initial building extension request. In other words, if there is a 35-foot passage between Unit A and Unit B, the maximum Unit A could be extended into the passage shall be 10-feet; (35 - 15)/2 = 10. This would leave a 25-foot passage. Should the owners of the Unit B, at that time or at a future date, wish to extend their unit, they would have to obtain approval under the guidelines of this Code and if approved could extend no more than 10-feet into the passage space.

1. An additional 10% of a single, 30-share maintenance, deemed to be $1,875 for the purposes of this calculation only, shall be added to the shareholder(s)’ annual maintenance charge for every 50 square feet or less (outside measurement) contained in an enclosed extension. This results in the following schedule of charges for enclosed extensions:

10% of annual maintenance fee for 50 square feet or less

20% of annual maintenance fee from 51 to 100 square feet

30% of annual maintenance fee from 101 to 150 square feet

40% of annual maintenance fee from 151 to 200 square feet

50% of annual maintenance fee from 201 to 250 square feet, etc.

An additional utility charge of 50% shall be added in the case of an enclosed extensionto an existing one-bedroom unit, resulting in 1.5 utility shares; noadditional utility charge shall be added to those already paying 1.5 utility shares for existing two-bedroom units.

1. An unenclosed building extension of less than 50 square feet involves no additiona1 maintenance charge. However, an additional 1% of a single, 30-share maintenance, deemed to be $1,875 for the purposes of this calculation only, shall be added for every additional 10 square feet or less (outside measurement) contained in an unenclosed extension. This results in the following schedule of charges for unenclosed extensions:

No charge for less than 50 square feet

1% of annual maintenance fee for 51 to 60 square feet

2% of annual maintenance fee for 61 to 70 square feet

3% of annual maintenance fee for 71 to 80 square feet

4% of annual maintenance fee for 81 to 90 square feet

5% of annual maintenance fee for 91 to 100 square feet, etc.

No additional utility charge shall be assessed in the case of an unenclosed building extension.

1. Approval of the size of a proposed building extension is to be determined on a case-by-case basis with the following considerations:

* 1. Squaring of the building line;
  2. Value to the community of the common areas to be built upon;
  3. Principles previously detailed in code in regard to passage and light; and
  4. General principles set forth in beginning of code.

1. Only one kitchen shall be allowed in a unit.

1. Timing of Construction

* 1. Exterior construction of a major nature shall not take place between the last Saturday in June and Labor Day (inclusive of those dates). Major construction is defined as work requiring more than two days to complete.

* 1. Exterior construction requiring two days or less to complete must take place on weekdays during July and August; noise shall be kept limited before 9 a.m.

* 1. Interior construction that causes disruptive noise shall not take place on weekends in July or August unless agreed by affected neighbors.

* 1. Interior construction projects causing noise which can be considered reasonably offensive to affected shareholders shall not be permitted during the months of July & August, except in the case of an emergency beyond the control of the shareholder, and which affects the habitability of the apartment.

1. Colors

* 1. The exterior walls of all units must be painted white.

* 1. The colors of steps, railings, trim, window frames and screen frames is not restricted.

1. Grounds

1. No tree or shrubbery shall be removed without prior written approval of the Board of Directors or its designated committee. Pruning and cutting of trees will be considered under the following circumstances:

* 1. Disease
  2. Light
  3. Crowding of other trees
  4. Keeping paths and entrance-ways clear
  5. Hazard to existing building or other structures

One of the criteria to be used by the Board in its consideration of any proposed building extension shall be the effect on trees and shrubbery. Major pruning (other than dead branches and shaping) can be done when a tree interferes with the roof or house structure, provided it is supervised by one member of the maintenance committee or other designee of the Board. Whenever possible, pruning should be tried before applying for permission to cut down a tree.

1. Any cooperator given permission to cut down a tree will be responsible for planting a new sapling (preferably hard wood or fruit) at the appropriate planting time for that tree in a spot designated by the Grounds and Maintenance Committee. Such expenses are to be incurred by the cutter.

1. Individual gardens must be no more than 2.5 feet from the outer edges of buildings or fill the irregular areas at buildings and meet the following requirements:

* 1. the area is not a common pathway.
  2. using this space does not limit the space between buildings to less than 15 feet.
  3. none of the immediate surrounding neighbors object.
  4. fencing of gardens near houses should not be higher than two feet. Fences should be safe and attractive,
  5. any deviations from the above rules must be approved by the Grounds and Maintenance Committee.

1. Miscellaneous

* 1. No permanent grills, table, chairs, or similar equipment shall be installed without prior approval of the Board of Directors.

* 1. Temporary equipment and other articles placed outside a unit should be attractive and non-obstructive to normal rights-of-way.

1. Administration and Enforcement

* 1. This code is to be considered as part of the House Rules in accordance with paragraph 13 of the Proprietary Lease and its violation shall accordingly be a default under said Lease. The Board will have the right to take any and all remedies available to it under law should the rules set forth in this code not be followed, including the right to restrict use of the premises in whole or in part, until the violation has been satisfactorily acquitted. No approval shall be given to any alteration or extension, if the shareholder is delinquent in any payments due the cooperative.

* 1. Building code decisions of the Board may be appealed to a full meeting of the Cooperators.

Any shareholder wishing to appeal a Board decision shall first notify the Board, in writing, within fifteen days after notification of the Board's decision. Then, within 30 days of the Board's decision, the appealing shareholder must submit a petition, signed by 25% of the outstanding shareholders, requesting that the matter be heard by the Cooperators. If such a petition is not filed within the specified timeframe, then the decision of the Board shall stand.

If such a petition is filed, then the Board will call a meeting of the shareholders to take place within 45 days after the date the petition was filed. If 25% of those shares present agree, then the matter will be discussed and voted on at said meeting. Otherwise, the decision of the Board shall stand. Reversal of the Board's decision shall take a 2/3 vote of those present.

* 1. The community has the lega1 right to have violations of this code removed at the sole cost and expense of the shareholder involved.

* 1. If a future tax assessment should result in increased taxes for the Cooperative due to specific improvements pursuant to this code, the Board of Directors reserves the right to pass that specific increase on to the individual shareholder who caused said construction, if it chooses to do so.

## Lake Huntington Summer Community By-Laws

revised March, 2002 by adding article V, section 7 per amendment passed

8/30/86

Revised May 26, 2019

1. allowing adult children to serve on the board (Article IV sec 1)
2. and notifications to the community by email (Article II sec 1 and sec 2, Article II, sec 5 and sec 6)
3. Change the term of Directors to end October 30th (Article III sec 2)

ARTICLE I

Purpose of Business

Section 1. The primary purpose of the Corporation is to provide residences for shareholders who shall be entitled, solely by reason of their ownership of shares, to proprietary leases for apartments in the building owned by the Corporation.

ARTICLE II

Meetings of Shareholders

Section 1. Annual Meeting: The annual meeting of the shareholders of the Corporation, for the election of directors and for such other business as may properly come before such meeting, shall be held at Lake

Huntington, New York, at such time and place before the lst day of December each year as may be designated by the Board. The notice of the meeting shall be in writing and signed by the president or a vice president or the secretary or an assistant secretary. Such notice shall state the time when and the place within the state where it is to be held, and the secretary shall cause a copy thereof to be sent by email, with an option to the board to provide notice by first class mail when or if it deems it necessary or prudent each shareholder of record of the Corporation entitled to vote at such meeting not less than two nor more than forty days before the meeting. If mailed, it shall be directed to each such shareholder at his or her address as it appears on the share book, unless he or she shall have filed with the secretary of the Corporation a written request that notices intended for him or her be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 2. Special Meetings: Special meetings of shareholders other than those the calling of which is regulated by statute may be called at any time by the president or secretary or by a majority of the Board of Directors. It shall also be the duty of the secretary to call such meetings whenever requested in writing so to do by shareholders owning at least twenty-five per cent of the outstanding shares of the Corporation. The secretary shall cause a notice of such special meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be sent by email, with an option to the board to provide notice by first class mail when or if it deems it necessary or prudent to each shareholder of record of the Corporation entitled to vote at such meeting not less than two nor more than forty days before such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless the holders of all the outstanding shares of the Corporation be present thereat or by proxy.

Section 3. Waiver of notices: The notice provided for in the two foregoing sections is not indispensable but any shareholders' meeting whatever shall be valid for all purposes if all the outstanding shares of the Corporation are represented thereat in person or by proxy, or if a quorum is present, as provided in the next succeeding section, and waiver of notice of the time, place and objects of such meeting shall be duly executed in writing either before or after said meeting by such shareholders as are not so represented and were not given such notice.

Section 4. Quorum: At each meeting of shareholders, except where otherwise provided by law, shareholders representing, in person or by proxy, a majority of the shares then issued and outstanding shall constitute a quorum; in case a quorum shall not be present at any meeting, the holders of a majority of the shares represented may adjourn the meeting to some future time and place. No notice of the time and place of the adjourned meeting need be given other than by announcement at the meeting. Only those shareholders, who, if present at the original meeting, would have been entitled to vote thereat, shall be entitled to vote at any such adjourned meeting.

Section 5: Voting: At each meeting of shareholders each shareholder present in person or by proxy shall be entitled to one half for each fifteen shares registered in his name at the time of service of notice of such meeting or at such prior date, not more than forty days before such meeting, as may be prescribed by the Board of Directors for the closing of the corporate share transfer books or fixed by the Board of Directors as the date for determining which shareholders of records are entitled to notice of and to vote at such meeting. The foregoing sentence not withstanding, on any vote taken to determine that an item or category of the Corporation's cash requirements are to be "additional maintenance", each shareholder shall have 1 vote per apartment, regardless of the number of shares owned by that shareholder, in accordance with paragraph 1 of the Proprietary Lease. The proxies shall be in writing duly signed by the shareholder but need not be acknowledged or witnessed, and the person named as proxy by any shareholder need not himself be a shareholder of the Corporation. Voting by shareholders shall be viva voce unless any shareholder present at the meeting, in person or by proxy, demands a vote by written ballot, in which case the voting shall be by ballot, and each ballot shall state the name of the shareholder voting and the number of shares owned by him, and in addition, the name of the proxy of such ballot if cast by a proxy.

In all elections of directors of the Corporation, each shareholder shall be entitled to as many votes as shall equal the number of votes which (except for these provisions) he would be entitled to cast for the election of directors with respect to his shares, multiplied by the number of directors to be elected, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or any two or more of them, as he may seefit.

Section 6. Inspectors of Election: Inspectors of election shall not be required to be appointed at any meeting of shareholders unless requested by a shareholder present (in person or by proxy) and entitled to vote at such meeting and upon the making of such request inspectors shall be appointed or elected as provided in Section 610 of the Business Corporation Law.

Section 7. Order of Business: So far as consistent with the purpose of the meeting, the order of business of each meeting of shareholders shall be as follows:

1. Call to order.
2. Presentation of proofs of due calling of the meeting.
3. Roll call and presentation and examination of proxies.
4. Reading of minutes of previous meeting or meetings, unless waived.
5. Reports of officers and committees.
6. Appointment or election of inspectors of election, if requested.
7. If the annual meeting or a special meeting called for that purpose, the election of directors.
8. Unfinished business.
9. New business.
10. Adjournment.

ARTICLE III

Directors

Section 1. Number: The number of the Directors of the Corporation shall be not less than three nor more than seven as may from time to time be herein provided and, in the absence of such provision shall be seven (7). Commencing with the first election of Directors by tenant-shareholders of the Corporation, and until changed by amendment of this by-law provision, as hereinafter provided, the number of Directors shall be seven. The number of Directors shall not be decreased to a number less than the number of Directors then in office except at an annual meeting of shareholders.

Section 2. Election: The Directors shall be elected at the annual meeting of shareholders or at a special meeting called for that purpose as provided by law, by a plurality of votes cast at such meeting. Their term of office shall begin on the first day of November and run through the 30thof October of the following calendar year. It shall not be necessary for a director of this Corporation to be a shareholder.

Section 3. Quorum: A majority or the Directors then authorized by these by-laws shall constitute a quorum.

Section 4. Vacancies: Vacancies in the Board of Directors resulting from death, resignation or otherwise may be filled without notice to any of the shareholders by a vote of a majority of the remaining directors present at the meeting at which such election is held even though no quorum is present, which may be at any regular meeting of the Board of Directors or any special meeting, thereof called for such purpose. In the event of the failure to hold any election of directors at the time designated for the annual election of directors or in the event that the Board of Directors shall not have filled any such vacancy, a special meeting of shareholders to elect a new Board of Directors or to fill such vacancy or vacancies may be called in the manner generally provided for the calling of special meetings of shareholders. Vacancies in the Board of Directors resulting from an increase of the Board or Directors by amendment of these By-laws shall be filled in the manner provided in the resolution adopting such amendment. In case of a reduction of the authorized number of directors by amendment of these By-laws, the directors, if any, whose term of office shall cease, shall be determined in the manner provided in the resolution adopting such amendment.

Section 5. Meetings: The Board of Directors shall meet immediately after the annual meeting of shareholders without notice and also whenever called together by any officer of the Corporation or upon the written request of any two directors then holding office, upon notice given to each director, by delivering personally, mailing or emailing the same to him at least two days prior to such meeting at the last address furnished by him to the Corporation. Regular meetings may be held without notice at such time and places as the Board or Directors may determine. Any meeting of the Board at which all the members shall be present, or which notice shall be duly waived by all absentees, either before or after the holding of such meeting, shall be valid for all purposes provided a quorum be present. Meetings of directors may be held either at the principal office of the Corporation or elsewhere within the State of New York as provided in the notice calling the meeting, unless the

Board of Directors by resolution adopt some further limitation in regard thereto. At all meetings of the Board of Directors, each director shall be entitled to one vote. The vote of a majority of the Board of Directors present at the time of a vote of a duly constituted meeting shall be the act of the Board of Directors.

The unanimous written consent of the Board of Directors, given at any time, shall be valid for all purposes as a duly constituted meeting of said Board of Directors.

Section 6. Resignation and Removal: Any director may resign at any time by written notice to the President or Secretary of the Corporation to be delivered in person or sent by email, except when such correspondence is requested to be sent by first class mail. Such resignation shall take effect at the time specified therein, and unless specifically requested acceptance of such resignation shall not be necessary to make it effective.

Any director may be removed from office without cause by the shareholders of the Corporation at a meeting duly called for that purpose.

Section 7. Annual Cash Requirements: The Board of Directors shall, except as may be otherwise restricted by the Proprietary Lease of the corporation, from time to time, determine the cash requirements as defined in the corporation's proprietary leases, and fix the terms and manner of payment of rent under the corporation's proprietary leases. The Board of Directors shall have discretionary power to prescribe the manner of maintaining and operating the residential units of the Corporation and to determine the cash requirements of the Corporation to be paid as aforesaid by the shareholder-tenants under their respective proprietary leases.

Every such determination by the Board of Directors shall be final and conclusive as to all shareholder-tenants and any expenditure made by the Corporation's officers or its agent under the direction or with the approval of the Board of Directors of the Corporation shall, as against the shareholder-tenants, be deemed necessarily and properly made for such purpose.

Section 8. House Rules: The Board of Directors may from time to time, adopt and amend rules as it may deem necessary in respect to the residential units of the Corporation for the health, safety and convenience of the shareholder-tenants. Copies thereof and of changes therein shall be furnished to each shareholder-tenant.

Section 9. Executive Committee and other Committees: The Board of Directors may by resolution appoint an Executive Committee, and such other committees as it may deem appropriate, each to consist of three or more directors of the Corporation. Such committees shall have and may exercise such of the powers or the Board in the management of the business and affairs of the Corporation during the intervals between the meetings of the Board as may be determined by the authorizing resolution of the Board of Directors and so far as may be permitted by law, except that no committee shall have power to determine the cash requirements defined in the proprietary leases, or to fix the rent to be paid under the proprietary leases, or to vary the terms of payment thereof as fixed by the Board.

Section 10. Distributions: The shareholder-tenants shall not be entitled, either conditionally or unconditionally, except upon a complete or partial liquidation of the Corporation, to receive any distribution not out of earnings and profits of the Corporation.

ARTICLE IV

Officers

Section 1. Election and Removal: The officers of the Corporation shall be a president, one or more vice presidents, a secretary and a treasurer. Such officers shall be elected at the first meeting of the Board of Directors after these By-laws become effective, and thereafter at the regular meeting in each year following the annual meeting of shareholders, and shall serve until removed or until their successors shall have been elected. The Board of Directors may at any time or from time to time appoint one or more assistant secretaries and one or more assistant treasurers to hold office at the pleasure of the Board and may accordto such officers such power as the Board deems proper. Any officer may beremoved at any time, with or without cause, by the affirmative vote of a majority of the then authorized total number of directors. All directors and officers shall be a shareholder, a spouse of a shareholder or adult children of a shareholder. One person may hold not more than two offices at the same time, except that the president and the secretary may not be the same person. Vacancies occurring in the office of any officer may be filled by the Board of Directors at any time.

Section 2. Duties of President and Vice Presidents: The president shall preside at all meetings of the stockholders and of the Board of Directors. The president or any vice president shall sign in the name of the Corporation all contracts, leases and other instruments which are authorized from time to time by the Board of Directors. The president, subject to the control of the Board of Directors, shall have general management of the affairs of the Corporation and perform all the duties incidental to the office. In the absence from the City of New York or inability of the president to act, any vice president shall have the powers and perform the duties of the president.

Section 3. Duties of Treasurer: The treasurer shall have the care and custody of all funds and securities of the Corporation, and shall deposit such funds in the name of the Corporation in such bank or trust companiesas the directors may determine, and he shall perform all other duties incidental to his office. If so required by the Board of Directors, he shall, before receiving any such funds, furnish to the Corporation a bond with a surety company as surety, in such form and amount as said Board from time to time shall determine. The premium upon such bond shall be paid by the Corporation. Within three months after the close of each calendar year, the treasurer shall cause to be furnished to each shareholder-tenant whose proprietary lease is then in effect, a Statement of the experienced bookkeeper, accountant, or firm of accountants not regularly employed by LHSC of any deductions available for income tax purposes on a per share basis and indicating thereon on a per share basis any such other information as may be necessary or useful to permit him to compute his income tax returns in respect thereof.

Within three months after the end of each fiscal year, the treasurer shall cause to be transmitted to each shareholder-tenant whose proprietary lease is then in effect, an annual report of operations and balance sheet of the Corporation which and which has been independently audited by an experienced bookkeeper, accountant, or firm of accountants not regularly employed by LHSC.

In the absence or inability of the treasurer, the assistant treasurer, if any, shall have all the powers and perform all the duties of the treasurer.

Section 4. Duties of Secretary: The secretary shall keep the minutes of the meetings of the Board of

Directors and of the meetings of shareholders; he shall attend to the giving and serving of all notices of the Corporation and shall be empowered to affix the corporate seal to all written instruments authorized by the Board of Directors of these By-laws. He shall also perform all other duties incidental to his office. He shall cause to be kept a book containing the names, alphabetically arranged, of all persons who are shareholders of the Corporation, showing their places of residence, the number of shares held by them, respectively, the time when they respectively became the owners thereof, and the amount paid thereon, and the denomination and the amount of all share issuances or transfer stamps affixed thereto, and such book shall be open for inspection as provided by law. If the absence or inability of the secretary, the assistant secretary, if any, shall have all the powers and perform all the duties of the secretary.

ARTICLE V

Proprietary Leases (Refer to Separate Proprietary Lease Document Latest Revision 3/2002)

Section 1. Form of Lease: The Board of Directors shall adopt a form of proprietary lease to be used by the Corporation for the leasing of all apartments and other space in the apartment building of the Corporation to be leased to shareholder-tenants under proprietary leases. Such proprietary leases shall be for such terms, with or without provision for renewals, and shall contain such restrictions, limitations and provisions in respect to the assignment thereof, the subletting of the premises demised thereby and the sale and/or transfer of the shares of the Corporation appurtenant thereto, and such other terms, provisions, conditions and covenants, as the Board of Directors may determine.

After a proprietary lease in the form so adopted by the Board of Directors shall have been executed and delivered by the Corporation, all proprietary leases (as distinct from the house rules) subsequently executed and delivered shall be in the same form, except with respect to the statement as to the number of shares owned by the lessee, the use of the premises and the date of the commencement of the term, unless any change or alteration is approved by lessees in accordance with the voting set forth in Section 5 of Meetings of Shareholders above.

Section 2. Assignment: Proprietary leases shall be assigned or transferred only in compliance with, and shall never be assigned or transferred in violation of, the terms, conditions or provisions of such proprietary leases. A duplicate original of each proprietary lease shall always be kept on file in the principal office of the Corporation or with the managing agent of the apartment building.

Section 3. Allocation of Shares: The Board of Directors shall allocate to each apartment or other space in the apartment building of the corporation to be leased to shareholder-tenants under proprietary leases the number of shares of the Corporation which must be owned by the proprietary lessee of such apartment or other space.

Section 4. Assignment of Lease and Transfer of Shares: No assignment of any lease or transfer of the shares of the Corporation shall take effect as against the Corporation for any purpose until a proper assignment has been delivered to the Corporation; the assignee has assumed and agreed to perform and comply with all the covenants and conditions of the assigned lease or has entered into a new lease for the remainder of the term; all shares of the Corporation appurtenant to the lease have been transferred to the assignee; all sums due have been paid to the Corporation; and all necessary consents have been properly obtained. The action of the Board of Directors with respect to the written application for consent of a proposed assignment or subletting must be made within 30 days after receipt of said written application. This section was reviewed in 2013 and remains unchanged.

No person to whom the interest of a lessee or shareholder shall pass by law, shall be entitled to assign any lease, transfer any share, or to sublet or occupy any apartment, except upon compliance with the requirements of the lease and these By-laws.

Section 5. Fees on Assignment: The Board of Directors shall have authority before an assignment or sublet of a proprietary lease or reallocation of shares takes effect as against the Corporation as lesser, to fix a reasonable fee to cover actual expenses and attorneys' fees of the Corporation, a service fee of the Corporation and such other conditions as it may determine, in connection with each such proposed assignment.

Section 6. Lost Proprietary Leases: In the event that any proprietary lease in full force and effect is lost, stolen, destroyed or mutilated, the Board of Directors may authorize the issuance of a new proprietary lease in-lieu thereof, in the same form and with the same terms, provisions, conditions and limitations. The Board may, in its discretion, before the issuance of any such new proprietary lease, require the owner thereof, or the legal representative of the owner, to make an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary, and to give the Corporation a bond in such reasonable sum as it directs to indemnify the Corporation.

Section 7. Regrouping of Space: The Board of Directors, upon written request of the owner of proprietary leases covering two or more units and of the shares issued to accompany same, may in its discretion, at any time, permit such owner, at his or her own expense to combine such units into one unit, but (1) the total number of the shares for such combined units shall not be less than the number of shares previously allocated to the units involved and (2) the maintenance fees for such combined units shall not be less than the maintenance fees for such units had they not been combined.

ARTICLE V1

Capital Shares

Section 1. No shares hereafter issued or acquired by the Corporation shall be issued or reissued except in connection with the exception by the purchaser and delivery by the Corporation of a proprietary lease of an apartment in the building owned by the Corporation. The ownership of shares shall entitle the holder thereof to occupy the apartment for the purposes specified in the proprietary lease to which the shares are appurtenant, subject to the provisions, covenants and agreement contained in such proprietary lease.

Section 2. Form and Share Register: Certificates of the shares of the Corporation shall be in the form adopted by the Board of Directors, and shall be signed by the president or a vice president and the secretary or an assistant secretary or the treasurer or an assistant treasurer, and sealed with the seal of the Corporation, and shall be numbered in the order in which issued. Such signatures and seal may be facsimiles when and to the extent permitted by applicable statutory provisions. Certificates shall be issued in consecutive order and there shall be recorded the name of the person holding the shares, the number of shares and the date of issue. Each certificate exchanged or returned to the Corporation shall be cancelled, and the date of cancellation shall be indicated thereon and such certificate shall be retained in the Corporate records.

Section 3. Issuance of Certificates: Shares appurtenant to each proprietary lease shal1 be issued in the amount allocated by the Board of Directors to the apartment or other space described in such proprietary lease and shall be represented by a single certificate.

Section 4. Transfers: Transfers of shares shall be made upon the books of the Corporation only by the holder in person or by power of attorney, duly executed and filed with the secretary of the Corporation and on the surrender of the certificate for such shares, except that shares sold by the Corporation to satisfy any lien which it holds thereon may be transferred without the surrender of the certificate representing such shares.

Section 5. Units of Issuance: Except as otherwise provided in Article V, Section 7, unless and until all proprietary leases which shall have been executed by the Corporation, shall have been terminated, the shares appurtenant to each proprietary lease shall not be sold or assigned except as an entirety to the Corporation or an assignee of such proprietary lease, after complying with and satisfying the requirements of such proprietary lease in respect to the assignment thereof.

Section 6. Corporation's Lien: The Corporation shall at all times have a first lien upon the shares owned by each shareholder for all indebtedness and obligations owing and to be owing by such shareholder to the

Corporation, arising under the provisions of any proprietary lease issued by the Corporation and at any time held by such shareholder or otherwise arising. Unless and until such shareholder as lessee shall make default in the payment of any of the rental or in the performance of any of the covenants or conditions of such proprietary lease, and/or unless and until such shareholder shall make default in the payment of any indebtedness or obligation owing by such shareholder to the Corporation otherwise arising, such shares shall continue to stand in the name of the shareholder upon the books of the Corporation, and the shareholder shall be entitled to exercise the right to vote thereon as though said lien did not exist. The Corporation shall have the right to issue to any purchaser of such shares upon the enforcement by the Corporation of such lien, or to the nominee of such purchaser, a certificate of the shares so purchased substantially of the tenor of the certificate for such shares theretofore issued to such defaulting shareholder shall become void and such defaulting shareholder agrees to surrender such last mentioned certificate to the Corporation upon the latter's demand, but the failure of such defaulting shareholder so to surrender such certificate shall not affect the validity of the certificate issued in replacement thereof. The Corporation may refuse to consent to the transfer of shares of any shareholder indebted to the Corporation unless such indebtedness is paid.

Section 7. Lost Certificates: In the event that any share-certificate is lost, stolen, destroyed or mutilated, the Board of Directors may authorize the issuance or a new certificate of the same tenor and for the same number of shares in lieu thereof. The Board may, in its discretion, before the issuance of such new certificate, require the owner of the lost, stolen, destroyed or mutilated certificate, or the legal representative of the owner, to make an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary, and to give the Corporation a bond in such reasonable sum as it directs to indemnify the Corporation.

Section 8. Legend on Share Certificates: Certificates representing shares of the Corporation shall bear a legend reading as follows:

“The rights of any holder hereof are subject to the provisions of the By-laws of LAKE HUNTINGTON SUMMER COMMINITY INC. and to all the terms, covenants, conditions and provisions of a certain proprietary lease made between the person in whose name this certificate is issued, as Lessee, and as Lesser for an Apartment in the premises known as 315 East 52nd Street, New York, N.Y., which lease limits and restricts the title and rights of any transferee hereof. The shares represented by this certificate are transferable only as an entirety and only to an approved assignee of such proprietary Lease. Copies of the proprietary lease and the By-laws are on file and available for inspection at the office of the Managing Agent of this Corporation.

The directors of this Corporation may refuse to consent to he transfer of the shares represented by this certificate until any indebtedness of the shareholder to the Corporation is paid. The Corporation, by the terms of said By-laws and proprietary lease, has a first lien on the shares represented by this certificate for all sums due and to become due under said proprietary lease.”

Article VII

Indemnification

Section 1. To the extent allowed by law the Corporation shall indemnify any person, made a party to an action by or in the right of the Corporation, to procure a judgment in its favor by reason of the fact that he, his testator or, in testate, is or was a director or officer of the Corporation, against the reasonable expenses, including attorneys’ fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such director or officer is adjudged to have breached his duty to the Corporation, as such duty is defined in Section 717 of the Business Corporation Law. To the extent allowed by law, the Corporation shall also indemnify any person, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Corporation to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation, domestic or foreign, which he served in any capacity at the request of the Corporation by reason of the fact, that he, his testator or in testate was a director or officer of the Corporation or served it in any capacity against judgments, fines, amounts paid in settlement, and reasonable expenses, including, attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in the best interests or the Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

Nothing contained in this provision shall limit any right to indemnification to which any director or any officer may be entitled by contract or under any law now or hereinafter enacted.

ARTICLE VIII

Seal

Section 1. The seal of the Corporation shall be circular in form and have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal" and "New York".

ARTICLE IX

Negotiable Instruments

Section 1. All checks, drafts, orders for payment of money and negotiable instruments shall be signed by such officer or officers or employee or employees as the Board of Directors may from time to time, by standing resolution or special order, prescribe.

Section 2. Endorsements or transfers of shares, bonds, or other securities shall be signed by the president or any vice president and by the treasurer or an assistant treasurer or the secretary or an assistant secretary unless the Board of Directors, by special resolution in one or more instances, prescribe otherwise.

Section 3. Safe Deposit Boxes: Such officer or officers as from time to time shall be designated by the Board of Directors, shall have access to any safe of the Corporation in the vault of any safe deposit company.

Section 4. Securities: Such officer or officers as from time to time shall be designated by the Board of Directors shall have power to control and direct the disposition of any bonds or other securities or property of the Corporation deposited in the custody of any trust company, bank or other custodian.

ARTICLE X

Fiscal Year

Section 1. The fiscal year of the Corporation shall be the November 1 through October 31 year unless otherwise determined by resolution of the Board of Directors.

ARTICLE XI

Miscellaneous

Section 1. Salaries: No salary or other compensation for services shall be paid to any director or officer of the Corporation for services rendered as such officer unless and until the same shall have been authorized in writing or by affirmative vote, taken at a duly held meeting of shareholders, by shareholders owning at least a majority of the then outstanding shares of the Corporation.

ARTICLE XII

Amendments

Section 1. These By-laws may be amended, enlarged or diminished either (a) at any shareholders' meeting by vote of shareholders owning 66 2/3% of the amount of the outstanding shares, represented in person or by proxy, provided that the proposed amendment or the substance thereof shall have been inserted in the notice of meeting or that all of the shareholders be present in person or (b) at any meeting of the Board of Directors by a majority vote, provided that the proposed amendment or the substance thereof shall have been inserted in the notice of meeting or that all of the Directors are present in person, except, that the Directors may not repeal a By-law amendment adopted by the shareholders as provided above.

**Water Safety**

We have always been required by the NYS Department of Health to regularly test our water for bacterial contamination. Because of intermittent positive tests between 2010 and 2014 we were required to install chlorinators on all three community wells located in Elvin laundry, Miller house and Schafer house in June 2014. From that point onwards we have been required to test the water at the terminal (a point at the greatest distance from the well) and document water flow rates at the point of each of the wells. These measures, taken with colorimeter kits purchased from Valley Water Services are to be reported to the State DOH monthly.

To be considered adequate to kill bacteria consistently, all chlorine levels must be between 0.5 mcg/liter (ppm) and 2.0 mcg/liter (ppm). If the level falls below 0.5 mcg/liter the responsible board member (e.g. president) must inform the community and call Valley Water Services to come and adjust the chlorine levels.

***The units served by each well are as follows:***

The Miller House:

22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34

The Schaefer House:

6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21

The Elvin Well:

1, 2, 3, 4, 5

**Advice when levels fall below acceptable:**

In case of a positive bacteria tests **and/or** the dropping of chlorine levels below 0.5 mcg/liter according to the CDC shareholders, guests and renters should:

* Bring water to a rolling boil for 1 minute.
* Allow the water to cool before using.
* Store the cooled water in a clean container with a cover and use boiled water that has cooled or bottled water for:
* Drinking
* Brushing teeth

Drinking chlorinated water

While the level of chlorine in our water is considered safe for human consumption by the Centers for Disease Control (CDC) some individuals may prefer to filter their water because of the taste or smell. Some cooperators have installed under sink filtration units, which remove most of the chlorine as well as other substances. Charcoal filers can be purchased and installed on the sink faucets or as separate units (e.g. Brita Filters) for drinking water. Some cooperators are choosing to drink only bottled water.