

# BY-LAWS OF RIVERTON COMMUNITY ASSOCIATION, INC.

## ARTICLE I

### GENERAL

1.1. PURPOSES AND OFFICE. The name of the Association shall be Riverton Community Association, Inc. The Association shall have such purposes, powers and principal office as set forth in the Certificate of Incorporation of the Association.

1.2. DEFINITIONS. Words, when used in these By-Laws and when the first letters thereof are capitalized, shall have the meanings as defined in the then existing Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") affecting Riverton or as may be further defined in these By-laws.

## ARTICLE II

### BOARD OF DIRECTORS

2.1. DIRECTION. The Board shall be responsible for the management of the affairs and business of the Association, including without limitation: (1) the adoption of rules and regulations governing the use of the Property and facilities owned by the Association; (2) the operation of programs thereon; (3) the conduct of Members and their guests thereon and the establishment of fines for infractions thereof; (4) the levying of annual assessments and special assessments pursuant to the provisions of the Declaration; (5) the purchase, lease and mortgaging of any Property pursuant to the provisions of the Declaration; (6) the regulation of any development of any Property or the construction, demolition or renovation of any Structure or Dwelling unit on any Lot owned by any Member, Owner or Resident or upon the Property and (7) the entering into of contracts of all kinds and the exercise of all such other duties and powers of the Association as set forth in the Declaration, except where such duties and powers are expressly reserved to the Members pursuant to the Declaration, the Not-for-Profit Corporation Law of the State of New York or the Certificate of Incorporation of the Association.

2.2 NUMBER. The number of directors that constitute the Board is fixed in the Declaration, currently seven (7) Directors (six (6) Class A Directors and one (1) Class B Director), and that number, as fixed in the Declaration, will constitute the "Entire Board" for purposes of Section 702 of the Not-for-Profit Corporation Law.

2.3 ELECTION AND TERM. Each Director shall be elected in accordance with the Declaration, and shall serve a term as set forth in the Declaration.

2.4 REMOVAL OR RESIGNATION. Any Director may be removed as set forth in the Declaration. Any Director may resign at any time by giving written notice to the President or Secretary of the Corporation. Unless otherwise stated, a resignation becomes effective at the time of delivery.

2.5 VACANCIES. Vacancies occurring in the Board of Directors shall be filled in accordance with the Declaration. The director elected to fill a vacancy shall serve for the remainder of the term of the person such director succeeds.

2.6. COMPENSATION. No Director shall receive compensation for any service he may render to the Association as a Director. However, Directors may be reimbursed for their actual expenses incurred in the performance of their duties as Directors.

2.7. MEETINGS OF THE BOARD. Meetings of the Board shall be held at such time and place at the Association offices located at the Property or any other location, as may be fixed by the Board. Regular Meetings may be held without notice at the time and place fixed by the Board. The Regular Annual Meeting of the Board shall be held without notice immediately following the Annual Meeting of Members at the place of such Annual Meeting of Members. Special Meetings of the Board may be held at any time upon call by the President or upon the written request of one-fifth (1/5) of the Directors then in office.

2.8 NOTICE OF SPECIAL MEETINGS. Written notice of the place, day and hour of each Special Meeting of the Board shall be given to each Director by personal delivery or delivery to his residence or usual place of business at least two (2) days prior to said meeting, or by postage-prepaid first-class mail addressed to each Director this last known post office address according to the records of the Association, postmarked at least four (4) days prior to said meeting. Notice of any Special Meeting of the Board need not be given to any Director who submits a signed Waiver of Notice, whether before, during, or after said meeting, or who attends said meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

2.9. QUORUMS. A majority of the number of Directors shall constitute a quorum for the transaction of business at each meeting of the Board. In the absence of a quorum, a majority of Directors present at any meeting of the Board shall have the power to adjourn such meeting from time to time, without notice other than an announcement at such meeting. At such adjourned meeting, if a quorum shall be present, any business may be transacted which might have been transacted at the meeting of the Board as originally called. A majority of votes cast shall be sufficient to take any action except as otherwise provided by statute or these By-Laws. Once a quorum has been established, a quorum shall not be terminated due to one or more Directors leaving the Meeting.

2.10 MEETING BY CONFERENCE TELEPHONE OR OTHER DEVICES. Any one or more members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors, or such committee, by means of a conference telephone or other communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means will constitute presence in person at a meeting.

2.11. ACTIONS WITHOUT MEETINGS. The Board shall have the right to take any action in the absence of a meeting that it would take at a meeting, by obtaining written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board. To the extent permitted by New York law, directors can consent in writing by electronic mail or facsimile transmission. 2.12. INDEPENDENT DIRECTOR. An "Independent Director" means a Director who: (i) is not, and has not been within the last three years, an employee or a Key Person of the Corporation or an Affiliate of the Association, and does not have a relative who is, or has been within the last three years, a Key Person of the Association or an Affiliate of the Association; (ii) has not received, and does not have a relative who has received, in any of the last three fiscal years, more than ten thousand dollars in direct compensation from the Association or an affiliate of the Association; (iii) is not a current employee of or does not

have a substantial financial interest in, and does not have a relative who is a current officer of or has a substantial financial interest in, any entity that has provided payments, property or services to, or received payments, property or services from, the Association or an Affiliate of the Association if the amount paid by the Association to the entity or received by the Association from the entity for such property or services, in any of the last three fiscal years, exceeded the lesser of ten thousand dollars or two percent of such entity's consolidated gross revenues if the entity's consolidated gross revenue was less than five hundred thousand dollars; twenty-five thousand dollars if the entity's consolidated gross revenue was five hundred thousand dollars or more but less than ten million dollars; one hundred thousand dollars if the entity's consolidated gross revenue was ten million dollars or more; or (iv) is not and does not have a relative who is a current owner, whether wholly or partially, director, officer or employee of the Association's outside auditor or who has worked on the Association's audit at any time during the past three years. For purposes of this paragraph, the terms: "compensation" does not include reimbursement for expenses reasonably incurred as a director or reasonable compensation for service as a director as permitted law; and "payment" does not include charitable contributions, dues or fees paid to the Association for services which the Association performs as part of its nonprofit purposes, or payments made by the Association at fixed or non-negotiable rates or amounts for services received, provided that such services by and to the Association are available to individual members of the public on the same terms, and such services received by the Association are not available from another source.

2.13 COMMITTEES OF THE BOARD. The Board may, in its discretion, appoint from among its Members an Executive Committee, an Audit & Compliance Committee, , and other committees, each consisting of three (3) or more Directors. The Board shall appoint the members of such committee of the board, except that in the case of the Executive Committee, the appointment shall be made by a majority of the entire board. Each such committee shall have all of the authority of the Board, except that no such committee shall have authority as to the following matters:

- a. The submission to Members of any action requiring membership approval.
- b. The election or removal of Officers or Directors.
- c. The filling of vacancies on the Board or in any committee.
- d. The fixing of compensation of the directors for serving on the board or on any committee.
- e. The amendment or repeal of the By-Laws or the adoption of new By-Laws.
- f. The amendment or repeal of any resolution of the Board, which by its terms shall not be so amendable or repealable.
- g. The approval of a merger or plan of dissolution.
- h. The adoption of a resolution recommending to the members action on the sale, lease, exchange or other disposition of all or substantially all the assets of a corporation or, if there are no members entitled to vote, the authorization of such transaction.
- i. The approval of amendments to the certificate of incorporation.

Each such committee shall serve at the pleasure of the Board and the Board shall have the authority at any time to change the membership of any committee, to fill vacancies in it, or to dissolve it. All such committees shall report to the Board whenever requested by the Board to do so and shall keep regular minutes of their meetings when so instructed by the Board. The quorum requirements of Section 2.9 shall apply to all committees.

#### 2.14 AUDIT & COMPLIANCE COMMITTEE.

a. **Members.** The Association may appoint an Audit & Compliance Committee consisting of at least three members of the Board. Each member of the Audit & Compliance Committee must be an Independent Director. Only Audit & Compliance Committee members or other Independent Directors may participate in any Audit and Compliance Committee deliberations or voting on the matters set forth below.

b. **Responsibility.** The Audit & Compliance Committee (or the Board if there is no Audit & Compliance Committee) shall:

(i) Oversee the accounting and financial reporting processes of the Association and the audit of the Association's financial statements;

(ii) Annually recommend the retention or renewal of the retention of an independent auditor to conduct the audit, and, upon completion thereof, review the results of the audit and any related management letter with the independent auditor;

(iii) Review with the independent auditor the scope and planning of the audit prior to the audit's commencement;

(iv) Upon completion of the audit, review and discuss with the independent auditor:

(A) any material risks and weaknesses in internal controls identified by the auditor;

(B) any restrictions on the scope of the auditor's activities or access to requested information;

(C) any significant disagreements between the auditor and management; and

(D) the adequacy of the Association's accounting and financial reporting processes.

(c) Annually consider the performance and independence of the independent auditor;

(d) If the duties required by this section are performed by the Audit and Compliance Committee, it shall report on the Audit & Compliance Committee's activities to the Board; and

(e) Oversee compliance with the Conflict of Interest Policy and Whistleblower Policy of the Board.

Only independent directors may participate in any board or committee deliberations or voting relating to audit matters set forth in this section, provided that nothing in this paragraph shall prohibit the board or Audit and Compliance Committee from requesting that a person with an interest in the matter present information as background or answer questions at a committee or board meeting prior to the commencement of deliberations or voting relating thereto.

12.15 NON-GOVERNANCE COMMITTEES. The Board may establish and appoint an Architectural Review Board consisting of five (5) Members, who shall serve for one (1) year terms. The Architectural Review Board shall only have the powers specifically granted to it in the Declaration. The Board may also establish additional non-governance committees of the Association (i.e., ad hoc committees) from time to time as it shall deem appropriate to conduct the activities of the Association. Committees of the Association shall not have the authority to bind the Association. The President, subject to the approval of the Board, shall appoint from among members or non-members of the Board, all members and the chairs of non-governance committees.

## ARTICLE III

### MEETINGS OF MEMBERS

3.1. PLACE OF MEETINGS. Meetings of Members, for any purpose, shall be held at the Association offices located at the Property or at such place within Monroe County, New York, as may be designated by the Board.

3.2. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the discretion of, the Secretary of the Association or the person authorized to call such meeting, by delivering notice thereof personally or by postage-prepaid first class mail, not less than ten (10) nor more than fifty (50) days prior to the date of such meeting or by posting said notice in the Common Property or other public area within the Property not less than ten (10) nor more than fifty (50) days before the date of the meeting. If notice is sent by mail, it should be delivered to the address of each Member entitled to vote thereat as set forth on the books of the Association. Such notice shall specify the place, date and hour of the meeting and, unless it is an Annual Meeting, the purposes or purpose for which the meeting is called.

3.3. ANNUAL MEETINGS. The Annual Meeting of the Members shall be held on any day during the month of March of each year at such day and time as the Board shall designate, for the election of Directors and for the transaction of such other business as may properly come before the meeting.

3.4. SPECIAL MEETINGS. Special Meetings of the Members may be called at any time by the Board or the President of the Association. A Special Meeting of the Members may also be called upon written request received from 75 of the Class A Members in good standing. The business to be transacted at such Special Meeting shall be confined to the purposes stated in the notice of that meeting.

3.5. RECORD DATE. The Board shall fix the record date for voting at any meeting of Members, which date shall be no less than ten (10) and no more than fifty (50) days prior to the date of such meeting.

3.6. QUORUMS (OF MEMBERS). In the absence of a quorum at any meeting of the Members, the Members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, at which time any business may be transacted which might have been transacted at the meeting as originally called. The presence, in person or by proxy; of fifteen (15) Members who are registered in accordance with the Declaration, or one-tenth (1/10) of the total Members who are registered in accordance with the Declaration, whichever is less, shall be required in order to constitute a quorum for the transaction of business at any meeting of the Members. Once a quorum is established, it shall not terminate due to any Members leaving the Meeting. Any meeting, at which a quorum is obtained, may be adjourned from time to time as determined by a vote at such meeting.

3.7. PROXIES. Each Member entitled to vote at a meeting of the Members may vote in person or by proxy. A proxy shall be in writing, subscribed by the Member or his duly authorized attorney-in-fact, - dated and filed with the Secretary of the Association. No proxy shall be valid after the expiration of eleven (11) months, from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing the same, except as otherwise provided by law.

3.8. VOTING ON ISSUES. Issues brought before the membership for determination shall be determined by a majority of greater than fifty percent (50%) the votes cast. Directors shall be elected by a plurality of the votes cast.

3.9. BOOKS AND RECORDS. The Secretary of the Association shall maintain both a record of votes and minutes for each Annual and Special Meeting of the Members. The Secretary of the Association shall make such records and minutes available at reasonable places and times for inspection by Members.

## ARTICLE IV

### OFFICERS

4.1 ELECTION OF OFFICERS. The Board at the Regular Annual Meeting thereof following the Annual Meeting of Members shall elect a President, a Vice President, a Secretary and a Treasurer, as well as persons to fill such other offices as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Each such officer shall serve until the next Annual Meeting of the Board and with his successor is elected and qualifies, unless his office shall be vacated by death, resignation, removal or otherwise. No employee of the Association shall serve as chair of the board or hold any other title with similar responsibilities, unless the Board approves such employee serving as chair of the board by a two-thirds vote of the entire Board and contemporaneously documents in writing the basis for the board approval; provided, however, that no such employee shall be considered an Independent Director.

4.2. REMOVAL AND VACANCIES. Any officer may be removed from office by the Board at any time with or without cause. The Board shall not reappoint an officer once removed during that term of office. Removal for cause shall include, but not be limited to, absence from more than four (4) Board meetings within one year from the date of election or appointment. Any officer may resign at any time by giving written notice to the Board, the President or the

Secretary. The Board at any meeting may fill any vacancy in an elected office thereof, and the officer so appointed to fill such vacancy shall serve for the remainder of the term of the officer he replaces.

4.3. OTHER OFFICERS. The Board may elect such assistant or subordinate officers, as it may deem proper from time to time, who shall hold such office only at the pleasure of the Board. The Board may from time to time authorize the President to appoint and remove such assistant and subordinate officers and prescribe the powers and duties thereof.

4.4. COMPENSATION OF OFFICERS. The Board shall fix the compensation of all officers of Association.

4.5. DUTIES OF OFFICERS. Duties of the officers of the Association shall include, without limitation, the following:

a. The President shall be the Chief Executive Officer of the Association. The President shall, subject to the direction of the Board, be responsible for the general management of the Association. The President shall preside at all meetings of the Board and the Members, shall effectuate and enforce the orders and resolutions of the Board, and shall be empowered to sign all leases, mortgages, deeds, promissory notes and other written instruments on behalf of the Association. .

b. Any one or more of the Vice Presidents may be designated by the Board as an Executive Vice President. At the request of the President, in his absence or during his disability, the Executive Vice President shall perform the duties and exercise the functions of the- President. If there shall be more than one Vice President and no Executive Vice President, the Board may determine which Vice President shall perform all of such duties and exercise all of such functions of the President.

c. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and the Members, shall retain the corporate seal of the Association and affix the same on all papers requiring said seal, shall serve notice of meetings of the Board and of the Members, shall keep appropriate current membership records and shall perform such Other duties as may be required by the Board.

d. The Treasurer shall receive and deposit in appropriate banking accounts all monies of the Association and shall disburse such funds, all as directed by resolution of the Board. The Treasurer shall keep proper books of account, shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year and shall prepare an annual budget and a statement of income and expenditures to be presented at the Annual Meeting of Members.

## ARTICLE V

### FINES

5.1. FINES.

a. The Board of Directors may levy reasonable fines against a Member for any Noncompliance as defined in the Declaration, these By-Laws; the Rules and Regulations; or any relevant law of the State of New York, committed by such Owner, Member or Resident or of any occupant of any unit owned by the Owner or Member.

b. In the event of any Noncompliance, the Association shall provide the Member with Notice. The Member shall be given a reasonable opportunity, under the circumstances, not exceeding thirty (30) days from Notice, to correct the Noncompliance or, if a first-time and unintentional offense, to assure the Board to the its satisfaction that the Noncompliance will not be repeated. The Member shall be entitled, upon request, to a hearing before the Board or any designated committee to contest the Noncompliance and/or fine. At such hearing, the Member shall have the right to be represented by legal counsel and to have a reasonable amount of time to produce any statement, evidence, and witnesses on his or her behalf. The minutes of the hearing shall contain a written statement of the results of the hearing and the fine, if any, that is imposed. The Association is not required to provide such notice and opportunity to, be heard for recurring or continuing Noncompliance (defined herein as more than three (3) instances of Noncompliance within any ninety (90) day period) unless no fewer than three (3) months have passed from the time of the previous instance of Noncompliance.

c. In the case of a continuing or persistent Noncompliance as defined in 6.1(b) above: 1) Each day the Noncompliance continues after Notice thereof shall be deemed a separate and distinct instance of Noncompliance and, hence, subject to a separate daily fine, up to a maximum of thirty (30) daily fines per instance of Noncompliance; and 2) The Board may require the Member to post a bond or other form of security in order to ensure future compliance. For any such Noncompliance that cannot be cured immediately, no further fines shall be levied after such time as the Member begins a good-faith cure of the same.

d. Any such fine shall constitute a personal obligation of the Member, as well as a lien upon the unit, which lien may be foreclosed in the same manner as a lien for unpaid community association common area charges pursuant to NYS Real Property Law §§339-z and 339-aa.

e. The Member shall be liable for all reasonable attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including, appellate proceedings, if any.

f. The Association shall apply all payments by the Member to the Member's outstanding balance in the following order, unless otherwise determined by the Board or Treasurer:

1. Attorney's fees and costs;
2. Late fees and interest;
3. Fines;
4. Special Assessments; and
5. Regular Assessments, with payment being applied to the oldest balance first.

5.2. No partial payments will waive the Association's right to pursue full payment and/or enforce these By-laws, the Declaration and the Association's rules and regulations.

## ARTICLE VI



# CONFLICTS OF INTEREST AND RELATED PARTY TRANSACTIONS

## 6.1 CONFLICT OF INTEREST POLICY.

a. A "Conflict of Interest" means any direct or indirect interest (including an interest through a business, investment, or a Relative) constituting (i) any legal or beneficial interest in any entity, (ii) any Compensation arrangement with any entity or (iii) any potential investment interest in any entity of a Director, Officer, employee or a Key Person (as defined below) with respect to a transaction or arrangement or a proposed transaction or arrangement in which the Association is a party, potential party, participant or potential participant. As used herein: "Relative" of an individual means his or her (i) spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses and domestic partners of brothers, sisters, children, grandchildren and great-grandchildren; and (ii) domestic partners as defined in Section 2904-a of the New York State public health law. "Compensation" means all direct and indirect remuneration as well as gifts or favors that are not insubstantial.

b. The Association shall adopt a policy setting forth the procedures to be followed by Directors, Officers and Key Persons who have or may have Conflict of Interest.

c. All Directors, Officers and Key Persons of the Association shall submit annually to the Secretary of the Board (and Directors shall submit them prior to their initial election), a Conflict of Interest Statement, in the form required by the Board, which shall include, at a minimum:

(i) a written summary of holdings, or positions or functions that could give rise to a Conflict of Interest, including indicating any entity (in which the party is an officer, director, trustee, member, shareholder or employee) with which the Association has a relationship; and

(ii) any transaction to which the Association is a participant and in which the party completing the form might have a Conflict Interest.

d. a copy of all completed Conflict of Interest statements shall be submitted to the Board and/or such other Committees as may be designated by the Board.

## 6.2 DIRECTORS SHALL NOT VOTE IF THEY HAVE A CONFLICT OF INTEREST

a. Any Director, Officer or Key Person with a potential Conflict of Interest shall give prompt, full and frank disclosure of his/her interest to the Board prior to the contract or other transaction being presented to the Board for authorization, approval or ratification.

b. The Board, shall thereupon determine, by majority vote, whether the disclosure shows that a Conflict of Interest exists or can reasonably be construed to exist. If a Conflict of Interest is deemed to exist, such person shall not vote on or use his/her personal influence on, or participate (other than to present factual information or to respond to questions) in the discussions or deliberations with respect to such contract or transactions. Such person also may not be present at the portion of the meeting on the matter giving rise to the Conflict of Interest. In addition, if a Director has evidence that another Director, who has not made a disclosure, might possibly have a Conflict of Interest, it is his/her responsibility to bring this to the attention of the Board.

c. The minutes of the meeting shall reflect any allegation of or any actual Conflict of Interest disclosure that was made, the vote thereon and, where applicable, the abstention from voting, participation and attendance, and whether a quorum was present.

### 6.3 RELATED PARTY TRANSACTIONS

a. A "Key Person" means any person who is in a position to exercise substantial influence over the affairs of the Association, other than a Director or Officer, whether or not an employee of the Association, who (i) has responsibilities, or exercises powers or influence over the Association as a whole similar to the responsibilities, powers, or influence of Directors and Officers; (ii) manages the Association, or a segment of the Association that represents a substantial portion of the activities, assets, income or expenses of the Association; or (iii) alone or with others controls or determines a substantial portion of the Association's capital expenditures or operating budget.

b. A "Related Party" is defined herein as: (i) any Director, Officer or Key Person of the Association or any Affiliate; (ii) any Relative of any Director, Officer or Key Person of the Association or any Affiliate; or (iii) any entity in which any individual described in clauses (i) or (ii) above has a thirty-five (35%) or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five (5%) percent.

c. "Related Party Transaction" means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Association or any Affiliate of the Association is a participant except that a transaction shall not be a Related Party Transaction if: (i) the transaction or the Related Party's financial interest in the transaction is de minimis, (ii) the transaction would not customarily be reviewed by the Board or boards of similar organization in the ordinary course of business and is available to others on the same or similar terms, or (iii) the transaction constitutes a benefit provided to a Related Party solely as a member of a class of the beneficiaries that the Association intends to benefit as part of the accomplishment of its mission which benefit is available to all similarly situated members of the same class on the same terms.

d. The Association shall not enter into any Related Party Transaction unless it is determined by the Board, or an authorized committee thereof, to be fair, reasonable and in the Association's best interest at the time of such determination. Any Director, Officer or Key Person who has an interest in a Related Party Transaction shall promptly disclose in good faith the material facts regarding such interest to the Board. No Related Party may participate in deliberations or voting relating to a Related Party Transaction, provided, however, that the Board of Directors may request that a Related Party present information concerning a Related Party Transaction at a Board meeting prior to the commencement of deliberations or voting related thereto.

e. With respect to any Related Party Transaction in which a Related Party has a substantial financial interest, the Board of Directors shall:

(i) Prior to entering into the transaction, consider alternative transactions to the extent available;

(ii) Approve the Related Party Transaction by not less than a majority vote of the Board of Directors presents at a meeting at which there is a quorum; and

(iii) Contemporaneously document, in writing, the basis for the Board of Director's approval of a Related Party Transaction, including its consideration of any alternative transactions.

## ARTICLE VII

### WHISTLEBLOWER POLICY

7.1 The Board shall adopt a Whistleblower Policy that is to be distributed to all Directors, Officers, employees and regular volunteers, which provides that any of those individuals who, in good faith, reports any action or suspected action taken by or within the Association that is illegal, fraudulent or in violation of any adopted policy of the Association shall not suffer intimidation, harassment, discrimination or any other retaliation or, in the case of employees, any adverse employment consequence. This policy may be updated from time to time by the Board. Directors who are employees may not participate in any board or committee deliberations or voting relating to administration of the whistleblower policy. The Compliance Officer under the Whistleblower Policy shall report to the Board or a Committee designated by the Board.

7.2 A person who is the subject of a whistleblower complaint shall not be present at or participate in Board or committee deliberations or vote on the matter relating to such complaint, provided that nothing in this paragraph shall prohibit the Board or committee from requesting that the person who is subject to the complaint present information as background or answer questions at a committee or Board meeting prior to the commencement of deliberations or voting relating thereto.

## ARTICLE VIII

### AMENDMENTS AND CONFLICTS

8.1. AMENDMENTS. These By-Laws may be amended by an affirmative resolution adopted at any meeting of the registered Members duly called and held for such purpose. The Board shall also have the power to amend these By-Laws by a majority vote of the entire Board at any regular meeting or at any meeting duly called and held for that purpose; however, the Members shall have the right thereafter by resolution adopted as aforesaid, to amend or repeal any By-Law so adopted, amended or repealed by the Board. Should the Members fail to exercise their right to amend or repeal the By-Laws adopted by the Board herein, within thirty (30) days after Notice by the Board to the Members of such action, then the Members shall be deemed to have waived any right to amend or repeal said By-Laws pursuant to this Section 6.1. If any By-Law regulating the election of Directors is adopted, amended or repealed by the Board, there shall be set forth in the Notice of the next meeting

of the. Members for the election of Directors any By-Law so adopted, amended or repealed, together with a concise statement of the changes made.

7.2. CONFLICTS. In the event of any conflict between the Association's Certificate Of Incorporation and these By-Laws, the Certificate of Incorporation shall control. In the event of any conflict between the Declaration and these By-Laws, the Declaration shall control.

8.3: FISCAL YEAR Each fiscal year of the Association shall commence on July 1.

8.4. GOVERNING LAW. These By-Laws shall be governed by and construed in accordance with the laws of the State of New York.

8.5. EFFECTIVE DATE. These Amended and Restated By-Laws shall become effective upon \_\_\_\_\_

[SEAL]

RIVERTON COMMUNITY  
ASSOCIATION, INC.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
Secretary

ATTEST:

\_\_\_\_\_

Version - September, \_\_\_\_, 2017