

BY - LAWS

OF

SPRING CREEK NEHEMIAH HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Applicability, Members, Membership
and Definitions

SECTION 1. These By-Laws shall be applicable to Spring Creek Nehemiah Homeowners Association, Inc., a non-profit, non-stock corporation of the State of New York (the "Association") created under the Declaration recorded in CRFN _____, in the office of the City Register, Kings County (the "Declaration"), and to the common access alleys, lighting system and drainage system, and Methane Ventilation System (collectively, the "Common Improvements") contained in the easement areas maintained by the Association, as set forth in the Reciprocal Easement Agreement therefor recorded in the office of the City Register, Kings County, with respect to the group of three hundred sixty five (365) one family, one hundred sixty nine (169) two family and nineteen (19) three-family residential buildings (the "Homes") located in the Borough of Brooklyn, City of New York, more particularly described in Schedule A annexed hereto (the "Property").

SECTION 2. Members of the Association shall be the fee owners of the Homes (the "Members"). Each Member shall be entitled to one vote. When more than one person holds the fee ownership in any Home, all such persons shall be Members and the vote for such Home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Home.

SECTION 3. The rights of membership are subject to the payment of annual and special

assessments levied by the Association. During any period in which a Member shall be in default beyond any applicable base period in the payment of any annual or special assessment levied by the Association, the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid.

SECTION 4. In the event that a Member shall mortgage his Home, the lien of the mortgage shall be deemed to attach to the Member's rights, privileges, and obligations in the Association, including the right to vote in the affairs of the Association so that if the Member should be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the Member's membership in the Association shall automatically terminate and all of the rights, privileges and obligations of the membership shall inure to the mortgagee and its assigns.

SECTION 5. Every lawful transfer of title to the Member's Home shall include membership in the Association and upon making such transfer, the previous owner's membership shall automatically terminate. Except as provided in Sections 4 and 5 of this Article I, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

ARTICLE II

Meetings of Members; Voting

SECTION 1. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

SECTION 2. Except for the first meeting, annual meetings of the Members of the

Association shall be held on a date established by the Board of Directors in twelve (12) month intervals. At each annual meeting, there shall be elected by a ballot of a majority of the Members entitled to vote the Directors of the Association in accordance with the provisions of Article IV, Section 2 of these By-Laws and adoption of the annual budget, including estimated expenditures and assessments. The Members may also transact such other business as may properly come before the meeting. The first meeting shall be called approximately six (6) months after the first closing of title to a Home.

SECTION 3. The Secretary shall mail notices of meetings of the Association to each Member of the Association at his or her Home, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than forty (40) days before the date of such meeting and shall state the date, time, and place of the meeting and the purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand to the Members or left at their residence in their absence.

SECTION 4. It shall be the duty of the President to call a special meeting of the Members of the Association whenever he is directed to do so by resolution of the Directors or upon presentation of the Secretary of a petition signed by twenty percent (20%) of the Members entitled to vote at such meeting.

SECTION 5. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds of the Members present, either in person or by proxy.

SECTION 6. The Secretary shall compile and maintain at the principal office of the Association a list of Members and their addresses. This list and all books and records of the Association shall be open to inspection by all Members and other persons lawfully entitled to

inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Directors.

SECTION 7. Each Member in good standing and entitled to vote shall be entitled to one vote for his particular Home provided that where a Home is owned jointly by two or more persons said vote may be split equally among the co-owners. Cumulative voting shall not be permitted.

SECTION 8. A Member shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him or her and his or her Home by the Directors as hereinafter provided, together with all costs, attorneys' fees, penalties, and other expenses, if any, properly chargeable to him or her and against his or her Home, at least three (3) days prior to the date fixed for such annual or special meetings.

SECTION 9. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Members of the Association shall constitute a quorum at any annual or special meeting of Members. If any meeting of Members cannot be organized because a quorum has not attended, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. In the event of such adjourned meeting, no further notice of the adjourned date need be given to any of the Members.

SECTION 10. Votes may be cast either in person or by proxy. Proxies must be in writing on forms prescribed by the Secretary and filed with the Secretary not later than the time prescribed for such filing in the Notice of Meeting.

SECTION 11. Except as specifically provided herein to the contrary, all decisions regarding expenditures and assessments in excess of budgeted amounts shall require for authorization the affirmative vote of at least a majority of the Members who are voting in person or by proxy at a meeting having a quorum duly called for this purpose.

SECTION 12. The order of business at all meetings of the Members of the Association shall be as follows:

- (A) Roll call.
- (B) Proof of notice of meeting or waiver of notice.
- (C) Reading of minutes of preceding meeting.
- (D) Reports of officers and committees.
- (E) Election of Directors.
- (F) Unfinished business.
- (G) New business.
- (H) Adjournment

SECTION 13. Notwithstanding anything to the contrary contained herein, in the event of an emergency, as determined in the sole discretion of the Board of Directors, expenditures for capital improvements and assessments to pay for such capital improvements may be made upon approval of a majority of the Members pursuant to a poll taken by the Board of Directors.

ARTICLE III

Obligations of Members

SECTION 1. Each Member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the property maintained pursuant to easements by the Association and/or a Member's failure to adhere to the rules and

procedures established from time to time in connection with the operation and maintenance of the Methane Ventilation System, damaged solely by his negligence or wrongful acts or by the negligence or wrongful acts of his or her tenants, agents, guests, or licensees, promptly upon receipt of the Association's statement therefor.

SECTION 2. Each Member equally is bound to contribute to payment of the costs of administration of the Association and of maintenance, replacement, and repair of the Common Improvements and all of its obligations under the easements in such amounts as shall from time to time be fixed by the Directors. No Member may exempt himself or herself from contributing toward such expenses for any reason.

SECTION 3. Payment by the Member of his or her share of the expenses aforesaid shall be made periodically in the amount from time to time fixed by the Directors to the Treasurer of the Association at the principal office of the Association or such other place as shall be designated by the Directors.

SECTION 4. All charges and expenses chargeable to any Home shall constitute a lien against said Home in favor of the Association, which lien shall be prior to all other liens, except (1) assessments, liens, and charges for taxes past due and unpaid on the Home, (2) a bona fide first mortgage lien, if any, to which the Home is subject, and (3) any other lien recorded prior to recording the claim of lien. Such lien shall be effective from and after the time of recording in the public records of Kings County of a claim of lien stating the description of the Home, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and any normal assessments due until it is paid and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien and a preparation fee of a

reasonable amount determined by the Directors, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his or her sole expense.

Liens for unpaid assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid for the Home at foreclosure sale and to acquire, hold, lease, mortgage, and convey such Home. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The title acquired by any purchaser following any such foreclosure sale shall be subject to all of the provisions of the Declaration, these By-Laws, and the Rules and Regulations of the Association, and by so acquiring title to the Home, each member covenants and agrees to abide and be bound thereby.

SECTION 5. Upon any voluntary conveyance of a Home, the Grantor and Grantee of such Home shall be jointly and severally liable for all unpaid assessments pertaining to such Home duly made by the Association or accrued up to the date of such conveyance, without prejudice to the right of the Grantee to recover from the Grantor any amounts paid by the Grantee but the Grantee shall be exclusively liable for those accruing while he is the owner of such Home. Any Member or any purchaser of a Home, prior to completion of voluntary sale, may require from the Association a certificate showing the amount of unpaid assessments pertaining to such Home and the Association shall provide such certificate within ten (10) days after request therefor. The holder of a mortgage or other lien on any a Home may request and obtain a similar certificate with respect to such Home. Any person other than the Member at the time of issuance of any such certificate who relies upon such certificate shall be entitled to rely thereon and his liability shall be limited to the amounts set forth in such certificates.

SECTION 6. Each Member shall comply strictly with these By-Laws and with the

administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with the covenants, conditions, and restrictions set forth in the Declaration and in the Deed to his Home. Failure to comply with any of the same shall be grounds for a civil action to recover sums due, if any, for damages or injunctive relief, or both, maintainable by the Association on behalf of the Members.

ARTICLE IV

Board of Directors

SECTION 1. The affairs of the Association shall be governed by a Board of Directors consisting of nine (9) persons, each of whom, other than those Directors nominated by Nehemiah Housing Development Fund Company, Inc. ("Sponsor"), pursuant to these By-Laws, shall be a Member of the Association. The Sponsor shall appoint all Directors until the first annual meeting of the Association, which shall be approximately ninety (90) days after the closing of title to the first Home.

SECTION 2. At the first annual Meeting of the Members of the Association, three Directors shall be elected to serve for a term of three (3) years, three shall be elected to serve for a term of two (2) years, and three shall be elected to serve for a term of one (1) year. At the expiration of the initial term of each Director, his successor shall be elected to serve for a term of two (2) years, provided that each Director shall continue to hold office until his successor is elected. Directors shall serve without compensation.

SECTION 3. If the office of any Director shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office, or otherwise, the remaining Directors, at a special meeting duly called for such purpose, shall choose a successor, who shall hold office for the unexpired term in respect to which such vacancy occurred.

SECTION 4. Except as provided for in Section 1 of this Article, Members of the Association may be nominated for election to the Board of Directors in one of the following ways:

A. In the event that an Association Member has previously been appointed or elected as Director in accordance with Section 3 of this Article, he or she shall be deemed to have been nominated for re-election to that position by his signifying his intention to seek reelection in writing addressed to the Board of Directors.

B. In the Event that an Association Member who has not previously held the position of Director, desires to run for election to that position, he shall be deemed to have been nominated for election as a Director upon his filing with the Board of Directors of a written petition of nomination bearing the genuine signature of not less than twenty (20) Members of the Association.

SECTION 5. Subject to the right of Sponsor to nominate and elect Members of the Board of Directors, Directors may be removed with or without cause, by the affirmative vote of two-thirds of the Members at an annual or special meeting of Members duly called for such purposes.

SECTION 6. The first organization meeting of each newly elected Board of Directors shall be held not later than twenty (20) days from the date of the Annual Meeting at which they were elected.

SECTION 7. Regular meetings of the Board of Directors may be held at such place permitted by law as from time to time may be determined by the Directors. Notice of regular meetings of the Board shall be given to each Director personally, by telegram, telephone or by United States mail, with postage prepaid, directed to him or her at his or her Home at least five

(5) days before the date appointed for such meeting. Such notice shall state the date, time, and place of such meeting and the purpose thereof.

SECTION 8. Special meetings of the Board of Directors may be called by the President of the Association on three days' notice to each Director, given in the same manner as provided in Section 7 of this Article. Special meetings of the Board shall be called by the President or the Secretary in like manner upon the written request of any two (2) Directors.

SECTION 9. Before any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Directors are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law, the Declaration or these By-Laws.

SECTION 10. Any action of the Board of Directors may be taken without a meeting if all of the Members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 11. At all duly convened meetings of the Board of Directors, five (5) of the Directors shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By-Laws, and the unanimous acts of the Directors present at such meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Board of Directors present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be

transacted without further notice to any Director.

SECTION 12. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the maintenance, repair and replacement of the common Improvements. In the performance of its duties as the administering body of the Association, the Board of Directors shall have powers and duties including, but not limited to, the following:

- A. Repair, maintenance and replacement of the Common Improvements in accordance with the budgets, as may be amended from time to time, as approved by the membership.
- B. To propose a budget of expenditures and assessments and the imposition of special assessments for consideration by the membership;
- C. To collect all assessments and special assessments and use and expend any sums collected from such assessments for the repair, maintenance and replacement of the Common Improvements in accordance with the budgets, as may be amended from time to time, as approved by the membership.
- D. To purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Directors may from time to time be necessary for the repair, maintenance and replacement of the Common Improvements.
- E. To collect delinquent levies or assessments made by the Association through the Board of Directors against any Homes and Members, together with such costs and expenses incurred in connection therewith, including, but not limited to, court costs and attorneys' fees, whether by suit or otherwise to abate nuisances and enforce observance of the rules and regulations relating to the Association by injunction or such other legal action or means as the

Board of Directors may deem necessary or appropriate.

F. To employ or retain counsel, engineers, and accountants and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including but not limited to those hereinbefore or hereinafter referred to in these By-Laws.

G. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Directors may deem appropriate from time to time and as may be consistent with good accounting practices.

H. To cause a compilation financial statement of the Association's operations for each calendar year to be prepared by a competent independent public accountant and a complete audit of the books and accounts of the Association to be made by a competent independent public accountant at such time or times as may be deemed necessary.

I. To maintain accounting records in accordance with generally accepted accounting principles.

J. To make, and enforce compliance with, such reasonable rules and regulations relative to the operation and use of the Common Improvements, and to amend the same from time to time when approved by appropriate regulations as shall be binding on the owners and occupants of Homes, their successors in title and assigns. A copy of such rules and regulations and copies of any amendments thereof shall be delivered or mailed to each Member promptly upon the adoption thereof. Initial Rules and Regulations are annexed hereto.

K. The Board of Directors shall maintain public liability insurance insuring the Association against liability for any negligent act of commission or omission attributable to the Association and which occurs with respect to the Common Improvements or the easement area in

which it is located. All insurance premiums shall be paid by the Association as common expenses.

L. To issue certificates to third parties confirming the status of payment of assessments and special assessments with respect to a Home.

ARTICLE V

Officers

SECTION 1. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Secretary may also hold the office of Treasurer. The officers shall be Members of the Board of Directors. An Assistant Secretary may be appointed by the Board of Directors, and need not be a Member of the Board of Directors.

SECTION 2. The officers of the Association shall be elected annually by the Board of Directors at the organization or each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Directors and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of three-fifths of the Members of the Board. The Board of Directors may, from time to time, appoint such other officers as in its judgment are necessary.

SECTION 3. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. He or she shall have the general powers and duties usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the Members from time to time as he or she may deem appropriate to assist in the conduct of the affairs of the Association. He or she shall execute such contracts and other instruments in the name and on

behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

SECTION 4. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Board of Directors and all meetings of the Members and record all votes and minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform these duties for any committees when required. He or she shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of Secretary, including the sending of notice of meetings to the Members, the Board of Directors and committees and such other duties as may be prescribed by the By-Laws or by the Board of Directors or the President. He or she shall also have custody of the corporate seal and, when authorized by the Board;, affix the same to any instrument requiring it and attest to the same when appropriate.

SECTION 5. The Treasurer shall have the responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He or she shall disburse the funds of the Association as may from time be ordered by the Board or by the President, and shall render to the President and Directors at the regular meetings of the Board or whenever they or either of them shall require, an account of his transaction as Treasurer and of the financial condition of the Association.

SECTION 6. The officers of the Association shall serve without compensation, except

that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

SECTION 7. The Board shall appoint one of its members to serve as Emergency Coordinator. This individual shall be responsible to coordinate evacuation activities and act as principle contact with Emergency Responders in connection with the implementation of the Evacuation and Emergency Response Plan.

ARTICLE VI

Indemnification of Officers and Directors.

SECTION 1. The Association shall indemnify every Director and officer, his heirs, executors, and administrators against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit, or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, losses, damages, costs, and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses; provided, however, that nothing in this Article shall be deemed to obligate the Association to

indemnify any Member who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of his membership in the Association.

ARTICLE VII

Fiscal Year

SECTION 1. The Fiscal Year of the Association shall be the calendar year.

ARTICLE VIII

Amendments to By-Laws

SECTION 1. These By-Laws and the form of administration set forth herein may be amended from time to time by the affirmative vote of the Members representing a majority of the Association membership entitled to vote at such meeting having a quorum where Amendments to these By-Laws are being considered within the limitations prescribed by law.

ARTICLE IX

Dissolution.

SECTION 1. In the event it shall be deemed advisable and for the benefit of the Members that the Association should be dissolved, the procedures concerning dissolution set forth in the Not-For-Profit Corporation Law of the State of New York shall be followed.

SECTION 2. In the event of dissolution, the assets, including common surplus, if any, of the Association, after payment of all debts including mortgages and other encumbrances, shall be distributed to the Members of the Association on a pro-rata basis.

ARTICLE X

Miscellaneous

Section 1. The Board of Directors may authorize any officer or officers, agent, or agents to enter into any contract or execute any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances and, unless so authorized by the Board of Directors, no officer, agent, or other person shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 2. The Association shall keep in its principal office the original or a copy of these By-Laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours.

Section 3. The membership register and minutes or proceedings of the Members and Directors shall be open to inspection upon demand of any Member at any reasonable time during office hours.

Section 4. The rules contained in Robert's Rules of Order, revised, shall govern all members' meetings and Directors' meetings of the Association, except in instances if conflict between said Rules or Order and the Declaration or By-Laws of the Association or provision of law.

Section 5. Number and gender as used in these By-Laws shall extend to and include both singular and plural and all genders as the context and construction require.

ARTICLE XI

House Rules

SECTION 1. In addition to the other provisions of these By-Laws, the following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Directors shall govern the use of the Homes and the conduct of all

residents thereof.

SECTION 2. The use for which the Homes are intended is residential occupancy.

Notwithstanding the foregoing, the Sponsor may, without permission of the Board of Directors, retain ownership of one or more Homes for use as models or sales and/or offices in connection with the sale of Homes. All rentals must be subject to local zoning ordinances and comply with the requirements contained in these By-Laws.

SECTION 3. Owners of a Home, members of their families, their employees, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Association.

SECTION 4. The common improvements shall not be obstructed, littered, defaced or misused in any manner. In addition, Home Owners may not construct any structure which would hamper or obstruct or frustrate the design and operation of the drainage system upon the property.

SECTION (5) No Home Owner shall undertake any activity that would breach the clean soil layer or impermeable surface of the property, approximately 2 feet below the surface, without the proper authorization from both the Association and the DEP as defined in the Declaration of Covenants and Restrictions of Spring Creek Nehemiah Homeowners Association.

SECTION 5. Every Home Owner shall be liable for any and all damage to the common improvements, which shall be caused by said Home Owner or such other person for whose conduct he is legally responsible.

SECTION 6. (a) Every Home Owner must perform promptly all maintenance and repair work to his own Home.

(b) All the repairs to internal installations of the Home located in and servicing only that Home, such as telephones and sanitary installations shall be at the Home Owner's expense.

(c) Alterations to the exterior of a Home, if any, must conform to the general character, appearance and quality of the other Homes in the Association and such work may not be performed without the written approval of the Board of Directors. Such work must also be performed by a licensed contractor.

SECTION 7. A Home Owner may not make any alterations to any part of the common improvements nor may any structure be built on any portion of the common improvements. Any interior alterations or improvement made to a Home shall be made in accordance with all applicable rules, regulations and zoning ordinances of any governmental agencies having jurisdiction thereof.

SECTION 8. (a) No resident of the Association shall post any signs, advertisement, or posters of any kind in or on a Home including "For Sale" and "For Rent" signs except as authorized and approved by the Board of Directors thereafter.

(b) No repair of a Vehicle shall be made in any of the common improvement areas of the Association, nor shall such areas be used for storage or overnight parking of any Vehicle.

(c) The keeping of permissible animals in a Home shall be subject to the rules and regulations adopted by the Board of Directors, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Directors. In no event shall any dog be permitted on any portion of the common improvements, unless carried or on a leash. Home Owners shall be required to clean up after their pets at all times.

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(d) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of a Home without the prior written consent of the Board of Directors.

(e) No Home Owner shall do anything to his Home or the Common Improvements to alter the drainage.

(f) Each Home Owner shall keep his Home in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or other substance.

(g) Any Home Owner who mortgages or sells his Home shall immediately notify the Board of Directors, providing the name and address of his mortgagee or new Home Owner.

(h) The Board of Directors shall, at the request of the mortgagee of the Home, report any delinquent assessments due from the Owner of such Home.

(i) Every Home Owner shall be liable for any and all damage to the Common Improvements, which shall be caused by said Home Owner, its permitted lessees and occupants of Homes, their respective family members and guests and such other person for whose conduct the Home Owner is legally responsible.

(j) No Home Owner shall make or permit any disturbing noises in any Home or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Home Owners.

(k) No Home Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Home any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

(l) Upon receipt, by the President of the Board of Directors of a signed written complaint

alleging violation of any of the House Rules or other provisions of the By-Laws as herein established or hereafter established or adopted by the Board of Directors, the President of the board, or in his absence, the Vice President together with a minimum of two (2) other members of the Board, without a formal meeting of the Board, shall investigate and make a determination as to the validity of the complaint. If in their determination the complaint is valid and justified the Board shall send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to \$50.00 upon the violator; such fine is to be considered as an additional assessment to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the By-Laws. If after imposition of a fine the violation is not corrected or eliminated, the Board of Directors may assess additional fines of up to \$50.00 each after serving written notice upon the violator as provided for above. If the violation results in loss of or obstruction or damage to property classified as common improvements, the Board of Directors shall have said loss or obstruction or damage corrected and the actual cost of said repair, replacement or correction shall be assessed to the violator as an additional assessment.

The above provisions shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation. The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales offices in and about the Association including any model Homes located within the Association or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Association's premises to show the Homes to prospective purchasers, to utilize the common area, and without

limitation, to do any and all things necessary and incident to the sale of the Homes, without charge or contribution other than in the form of assessment payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice upon the premises in its efforts to construct and sell the Homes. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invites of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the common area of the Association. The last two paragraphs of this Article may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one or more unsold Homes.

SECTION 9. The Board shall provide, and each Member shall attend at least one training session regarding the operation and maintenance of the Methane Ventilation System and the restrictions regarding the breach of the clean soil layer as defined in the Declaration of Covenants and Restrictions of the Spring Creek Nehemiah Homeowners Association.

SECTION 10. It shall be the sole obligation of the Member to repair and maintain the Methane Ventilation System located within the Home of the Member. In addition, in the event of failure, malfunction and/or the triggering of the alarm on said system, the Member shall immediately notify the Emergency Coordinator, or, if not available, another Board Member of such alarm or malfunction. Upon completion of any repair to the Methane Ventilation System the Member shall also notify the Board, who shall have the right to inspect such repair and require any additional work necessary to make such system function properly.

SPRING CREEK NEHEMIAH HOMEOWNERS ASSOCIATION
551 Vandalia Avenue, 4th Floor - Brooklyn, NY 11239

HOUSE RULES ON NOISE
October 2, 2012

The Spring Creek Nehemiah Board of Directors heard its members concerns relating to noise and parties in our neighborhood, particularly during the summertime.

Neighbors have complained of:

- The loud music at late hours of the night.
- The garbage left on other neighbors' property.
- The partygoers who spill over onto neighboring properties.
- The illegal parking of vehicles that obstruct the safe passage of other vehicles.
- The use of loud tools during the morning hours.

The following rules were adopted at the Homeowner meeting on October 2, 2012:

"All activities, whether individual or group, shall be conducted in way that is not disturbing to other homeowners. To that end,

- Music must be lowered to a reasonable level for all events at 9:00 pm on weekdays, and 1:00 am on weekends and holidays.
- Homeowners who host a party or event are responsible for picking up trash immediately following the event from all surrounding areas.
- Homeowners who host a party or event are responsible for their guests and should ask them to remain within the confines of the hosts' property at all times.
- Guests cannot double park in the common area or street at anytime, or in any way prevent the safe passage of other vehicles or pedestrians.
- Homeowners or their contractors should avoid using power tools (jackhammer, power lawn mower, electric grass trimmer, leaf blower, etc.) nor cause any disturbing noise before 7:00 am on any day of the week."

SPRING CREEK HOA MEETING
551 VANDALIA AVENUE, 4TH FLOOR, BROOKLYN, NEW YORK 11239
TELEPHONE: 718-642-6702 SpringCreekHOA@hotmail.com

Homeowners Association Do's and Don'ts as per By-Laws

DO'S	DON'TS
Iron Work - Black/Gray	No changes in front of house
Privacy Fence permitted inside fence in backyard Gray/White/Black	No changes – backyard – follow guidelines Submit approved permit to Board of Directors, Get Permit from Dept. of Buildings
Change front/backdoors	No Decks
Awnings permitted as per guidelines Acrylic/smoke - 40" x 24" x 40	No extended awnings installed
Filling of steps	No TV dish or cable antennas in front of home
Sheds not over 200 square feet, water to penetrate If over 200 sq ft., permit from DOB	No paving on rain garden in front of home
Paving Stones – submit approved permit to Board of Directors Get permit from Dept. of Buildings Dept. of Environmental Protection	No air conditioner in front of windows (please use sleeves)
Banister (on step) black/gray	No changes to banister on step
Chrome only on storm doors/windows	No gates/fence in front of home
	No shutters outside windows
	No spikes on top of gates

Request for any improvement to the exterior of your home, must be approved in writing by the Board of Directors prior to installation.

When Homeowners are in violations, they will receive a

1. Letter with a fine
2. If noncompliance, lien on property

FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Amendment to Declaration of Covenants and Restrictions made this 13 day of May, 2013 by NEHEMIAH HOUSING DEVELOPMENT FUND CO., INC. with offices at 541 Vandalia Avenue, Brooklyn, NY ("Declarant").

W I T N E S S E T H

WHEREAS, the Declarant has previously recorded November 20, 2008, in the Office of the New York City Register, Kings County in CRFN 2008000449741 a Declaration of Covenants and Restrictions, the First Amendment to Declaration previously recorded on April 21, 2009 in the Office of the New York City Register, Kings County in CRFN 2009000117043, the Second Amendment to Declaration previously recorded on December 17, 2009 in the Office of the New York City Register, Kings County in CRFN 2009000413434, and the Third Amendment to the Declaration previously recorded on September 27, 2011 in the Office of the New York City Register, Kings County in CRFN 2011000341117; and

WHEREAS, the Declarant desires to amend Schedule A of the Declaration to reflect the additional homes to be constructed in Phase 3B which shall also be affected by such Declaration, and

WHEREAS, that as a condition to being granted the land for Phase 3B from the City of New York, Declarant and all subsequent owners must agree to certain restrictions in the use of the property to conform with the drainage plan implemented for the development.

NOW THEREFORE, the Declarant declares that the Declaration as heretofore filed is hereby amended as follows:

1. Schedule A of the Declaration is amended by supplementing the property descriptions set forth therein with the Schedule A-1 attached hereto.

2. All subsequent owners of the properties listed as Phase 3B in Schedule A-1 annexed hereto shall be restricted from disturbing, altering and/or removing the rain garden shrubbery located in the front portion of the premises and shall be obligated to continue to maintain said rain garden. In addition, all subsequent owners of the properties listed as Phase 3B in Schedule A-1 annexed hereto shall be prohibited from replacing any grass portion of the rear yard with concrete or other paving materials at any time in the future.



House Rules Resolution Article XI Section 8 (m)

The following violation of the house rules and fines were voted on and adopted by the board of directors on Friday, July 1, 2022 which all members of the Association are subjected to if they are in violation. Once a fine is issued for a violation, the offending Member will have seven (7) days to pay the designated fine. If the fine is not paid within seven (7) days the fine will double. If the fine remains unpaid after ninety (90) days, a lien will be placed on the Members property until the fine is paid in full.

The violation fines are as follows:

- Loud music - \$200
- Fireworks, sale of alcohol, drug use (first day of occurrence) - \$250
- Obstructing the common area (first day of occurrence) - \$400
- Dumping in common area (first day of occurrence) - \$200
- Valet parking or outside parking (first day of occurrence) - \$500
- Parties & Events in common area (first day of occurrence) - \$1,000
- Portal Potty – one (1) day grace period - \$50
- Repair vehicle - \$700
- Combustible items - \$500
- Curbing dogs - \$150
- Breeding Animals- \$150 per pet
- Aggressive animals - \$500
- Television antennas or any other antennas hanging from home- \$50
- Satellite inactivity dish on home- \$100
- Altarage of drainage - \$ 500
- Fence frontage of your home boundaries are to the front step no further
 - No approval - \$1,200
 - Disregard Approval - \$1,000
- Not Maintaining the exterior of your home - \$500
- Not Maintaining your grass or securing your garbage - \$50