

Lindy’s Lake Association, Inc.  
Governing Documents  
As of June 3, 2017

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### **Lindy’s Lake Governing Documents: Precedence**

If there is any conflict between these Lindy’s Lake Association, Inc. Governing Documents and the Lindy Lake Association, Inc. By-Laws that are recorded with the State of New Jersey those recorded with the state take precedence.

#### **Article I: Name**

The name of this corporation shall be Lindy's Lake Association, Inc., herein *known as* “**The Association**”

#### **Article II: Purpose**

The objects and purposes of **The Association** are to promote the mutual rights and interests of owners of property and residents, in the Lindy's Lake Community, as defined herein under Article IV and in the Lindy’s Lake Association, Inc. by-Laws.

#### **Article III: Structure of the Association**

**The Association** shall consist of all property owners and shall administer to all common interests of the Association, including, but not limited to, the lake, waterways, roadways, land and structures owned by **The Association**, or which directly affect the property interest of **The Association** or its membership, the Beach & Recreational Activities as well as all recreational functions and beach related activities, including maintenance and care of the lake.

## **Article IV: Membership**

- Section 1. Qualification for Membership.** See Article I Section 1 of the Lindy's Lake By-Laws that are recorded with the State of New Jersey
- Section 2. Member Privileges.** See Article I Section 2 of the Lindy's Lake By-Laws that are recorded with the State of New Jersey
- Section 3. Beach & Recreational Privileges.** In addition to those privileges afforded herein above, Association Members in good standing shall have the privileges of use, for themselves, their immediate families and guests, as herein described, of all recreational properties of the Association, including non-motorized boating privileges, all in accordance with Rules and Regulations which may be established from time to time by the Association, of participation in all social, sports and children's functions of the Association, of attendance at meetings of the Association and of voting on all matters there presented, of holding office, and of enjoying all other rights given to Members under law. Beach and Recreational Membership shall be mandatory on all property owners.
- Section 4. Responsibilities.** All Members must obey any Rules and Regulations, which may be established from time to time by the Association, and shall be responsible to the **Association** for similar conduct by their families, guests and tenants.
- Section 5. Guests.** Members shall only be restricted in the number of guests to such extent, as the Board of Governors deems appropriate to protect the privileges of other Members. However, no owner or contract purchaser of a property at Lindy's Lake who is not a Member in good standing, nor any Member of the immediate family or resident in the house of such person, may be the guest of another Member in the enjoyment of any privileges of membership.
- Section 6. Tenants.** Upon rental of a house by a Member and written notification thereof to the **Association**, the Tenant may, during the term of the rental, enjoy the Member's right to use of facilities and participation in events of the Association. Tenants in a house owned by the Association may be granted rights to use facilities and participate in events at the discretion of the Board of Governors. If a Tenant of a non-member's house desires to participate in **Beach and Recreational Element** activities, said Tenant shall make written application to the Board of Governors. Participation in **Association** activities may be authorized for the balance of the calendar year by a two-thirds vote of the Board of Governors. The Board will establish the annual Tenant membership dues and any qualifications.
- Section 7. Multiple Memberships.** Should a Member own more than one house in the community as defined in Section 1, that Member shall be required to have an

additional membership for each house before the Tenants or guests in either house may enjoy any privileges of membership.

**Section 8. Membership Continues.** Each membership shall be continuous from year to year, until termination of the Member's qualifying interest in real property.

**Section 9. Membership.** Membership shall not be effective in any case until the applicant has complied with the requirements found in the Lindy's Lake Association, Inc. By-Laws that are recorded with the State of New Jersey.

**Section 10. Suspension and Expulsion.** Any member who has not paid his or her current dues and assessments, or any special assessment imposed by the Board of Governors of the Association, by the call to order at the annual Budget Meeting shall be considered a member not in "Good Standing" until his past and present dues and assessments have been paid in full. Any member who has failed to pay dues and assessments, by March 1<sup>st</sup> of each year and therefore considered a member not in "Good Standing" shall be automatically suspended from Beach & Recreational Activities until all past and current assessments and dues have been paid in full.

## **Article V: Membership Bonds and Dues**

**Section 1. Membership Bond.** Members of the Association who own a Bond of the **Association** at face value representing the members participation in ownership of the assets of the **Association**, shall be able to redeem that bond upon full transfer of ownership of their Lindy's Lake Association property to another party. The value of the bond is frozen at its face value, and in no case will exceed \$500.00. Bonds will not bear interest, will be non-negotiable, and may not be transferred on the books of the Association once redeemed upon the sale or full ownership transfer of the bond owner's property.

Any party who purchases a property within the delineated boundaries of Lindy's Lake Association after the enactment of this revision at the Spring 2001 Association meeting shall not be required to purchase a bond to become a member of either the Association. No further bonds shall be issued by the Association upon adoption of these revisions.

All property owners wishing to redeem a bond shall have demonstrated continuing compliance with the By-Laws as recorded with the State of New Jersey in that membership in both the Common Interest Element and the Beach and Recreational Element shall have been maintained yearly and continually through the June 2017 revisions to the By-Laws, and Association Membership shall have been maintained yearly and continually thereafter until the property owner sells or transfers ownership of their property and applies to the

Association for redemption of their bond. No property owner who is in arrears to the Association for any sum shall be able to redeem their bond until such time that all debt is satisfied.

Lindy's Lake Association reserves the right to defer payment on any redeemed bond for up to one year from the transfer of the property, or the bond owner's request, whichever is later. Parties requesting said payment shall provide the Association with a forwarding address.

**The Association** reserves the right to buy out any partially paid bond upon the majority vote of an established quorum the Board.

**The Association** reserves the right to buy out any valid membership bond for good reason upon the majority vote of an established quorum of the Board.

Funds designated and budgeted yearly for the purpose of purchasing redeemed bonds shall be allotted from the Bond Account until such time that all such funds have been dispersed. After that time, redeemed bonds shall be bought back with funds from the Common Interest Element Account (see Bond Buyout category of the Management section of the Budget), and the Bond Account and it designated budget section shall become extinct and stricken from the yearly budget.

**Section 2. Common Interest Assessment.** Each member of the Association shall pay an annual assessment to the **Association** by **March 1<sup>st</sup>**, or the date affixed by the **Association** on recommendation of the Board of Governors. The annual assessment runs from **January 1<sup>st</sup> through December 31<sup>st</sup>**. In establishing the amount of annual dues for each year there shall be a proposed budget submitted by the Board of Governors and adopted by the **Association**, and such budget shall include anticipated expenditures for real estate taxes, liability insurance, security, lake water treatment, professional services and the maintenance, upkeep, capital improvements and additional acquisitions of real properties by the Association, including roadways, right-of-ways and easements. The proposed budget shall also include anticipated expenditures for lifeguards, security, professional services and the maintenance, upkeep, capital improvements of the beach area and other recreational facilities, including the acquisition of additional recreational facilities and other real properties of the Association, excepting roads. The Board, may, in its discretion, make arrangement for time payments with individual property owners, as the Board sees fit.

**Section 3. Partial Liability.** Dues are not refundable, but shall be assessed only once annually with respect to each qualifying property in the community and may be apportioned between Members on the sale of such property. A person

purchasing qualifying property with respect to which no membership then exists shall be responsible for satisfying all dues and assessments owing for that year in which they obtain ownership, in addition to unpaid dues and assessments from previous years owed by prior owners of the qualifying property, or eligibility for participation in the Association shall be subject to the terms Articles IV Section 10.

**Section 4. Life Memberships.** Marie Spinnler, Henry Spinnler, George Spinnler II, and Jan Marie Spinnler shall have free memberships in both the Common Interest Element and the Beach & Recreational Elements of the Association during their lives without requirement of property ownership nor obligation to buy Bonds or pay assessments or dues, provided they abide these Governing documents, the Lindy's Lake Association Inc. By-Laws recorded with the State of New Jersey and the Rules and Regulations of the **Association**.

**Section 5. Collection Charges and Fees.** **The Association** reserves the right to assess, charge, and collect any fees necessary associated with the past due or delinquent accounts of property owners as property owners are defined in the Lindy's Lake By-Laws recorded with the State of New Jersey. These fees may include, but not necessarily be limited to, combined dues of the current and past years, interest, legal fees, court expenses, postage, and any and all other administrative expenses incurred by Lindy's Lake whilst engaged in the endeavor of collecting any dues or fees current and past due, delinquent, or otherwise owed to the **Association**. The interest rate is currently 18% compounded yearly.

## **Article VI: Common Interest Assessments**

**Section 1. Common Interest Expenses Charged.** See the Lindy's Lake Association Inc. By-Laws recorded with the State of New Jersey.

**Section 2. Common Interest Expenses Charged.** Until such time as maintenance responsibility for all roads in the Lindy's Lake community, as defined in the Lindy's Lake Association Inc. By-Laws recorded with the State of New Jersey, should be assumed by the Township of West Milford, each owner of real property within the Lindy's Lake community shall be annually charged by the **Association** a proportionate share of the anticipated expense to the **Association** in that year of maintaining and improving all such roads, such expense to be included in the budget of the Association as defined herein above. The annual anticipated expense of maintaining and improving Lindy's Lake Community Roads shall encompass all reasonable and related costs, including but not limited to, such as those incurred for: 1) Paving and patching potholes and repairing deteriorated portions of the roads; 2) Contract snow plowing; 3) Liability insurance; 4) Safety and security.

- Section 3. Formula. Common Interest Expenses** defined in the Lindy's Lake Association Inc. By-Laws recorded with the State of New Jersey.
- Section 4. Payment and Accounting.** Association dues and assessments shall be collected by the Financial and Membership Secretary of the Association and be held in an Association account. The Financial and Membership Secretary shall annually account to the Board of Governors for the receipt of such funds and the Treasurer shall be responsible for accounting for the expenditure of such funds in time for the Annual Budget Meeting of the Association, which accounting(s) shall be made available to all property owners prior to voting on the budget for the following year.
- Section 5. Specifications.** The location, character, extent and priority of proposed Common Interest Element maintenance and improvements shall be established by property owners voting as described the Lindy's Lake Association Inc. By-Laws recorded with the State of New Jersey, upon recommendation of the Board of Governors, which recommendation shall be given to all property owners in the notice of meeting, for consideration of the annual vote on the Association budget.
- Section 6. Meetings and Notice.** Meetings contemplated by the Lindy's Lake Association Inc. By-Laws recorded with the State of New Jersey shall be held within ten (10) miles of Lindy's Lake, at places, dates, and times chosen by the Board of Governors. Proxy voting shall be allowed. No less than ten (10) days written notice shall be given of any such meeting, and notice shall be considered given when mailed (email or postal) to the last address of an owner on the books of the **Association**. Only reasonable efforts to identify and locate non-Members shall be required. Twenty-four (24) owners of qualifying property, in good standing, shall constitute a quorum, but a lesser number may meet and adjourn to a fixed date (Officially documented in the Lindy's Lake Association Inc. By-Laws recorded with the State of New Jersey).

## **Article VII: Board of Governors**

- Section 1. Authority.** The **Association** shall be governed by a Board of Governors, hereinafter called "the Core Board", consisting of a minimum of five (5) members of the **Association** elected or appointed as herein described. These 5 members, which shall be comprised of the **President, Vice President, Secretary, Treasurer, Financial and Membership Secretary** and 2 additional optional board members who will hold the position of **Common Interest Chairperson** and the **Beach & Recreational Chairperson** shall be known as the "the Board". The Board may in its discretion, by majority vote of the then seated members, add and/or remove

additional seats to the Board of Governors as it sees fit from time to time. The Board of Governors shall manage the affairs, as well as the property, funds and finances of the **Association**, and shall carry out the purposes of the **Association** according to its Certificate of Incorporation and the Lindy's Lake Association Inc. By-Laws recorded with the State of New Jersey.

**Section 2. Indemnification.** The **Association** shall indemnify to the fullest extent permitted by law any person who is made, or threatened to be made, a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he, she, his or her testator or intestate is or was a Governor, Officer, Employee or Agent of the Association or serves or served any other enterprise at the request of the Association.

**Section 3. Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Governor, Officer, Employee or Agent of the Association, or is or was serving at the request of the Association as a Director, Officer, Employee or Agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of Section 2, above.

**Section 4. Term of Office.** The Board of Governors shall be elected at each semi-annual Spring Meeting of the Association, to serve for a period of two (2) years. Newly elected Governors shall assume office immediately. Interim vacancies on the Board in positions elected by the membership may be filled by majority vote of the Board. See Article V of the Lindy's Lake Association Inc. By-Laws recorded with the State of New Jersey.

**Section 5. Nominations.** On or before March 1<sup>st</sup> of the year in which the semi-annual term for the Board is to expire, the Board shall accept petitions from candidates for the Board of Governors from Members in good standing. Each petition shall be in the form of a letter indicating intent to accept a position on the Board of Governors, which is endorsed by at least three other Members of the Association, who are in good standing. The name of all petitioners eligible shall be included in the Meeting Notice mailed prior to the semi-annual Meeting and deliver a copy of the same to the Secretary. Any three or more Members of the **Association** may also nominate candidates for any vacancies, by making and signing a letter of intent which is endorsed by at least three other Members of the Association, who are in good standing and delivering a copy thereof to the

Secretary on or before March 1<sup>st</sup> of the year in which the semi-annual term for the Board is to expire the semi-annual Meeting of the **Association**.

**Section 6. Elections.** Prior to an election, the President shall appoint three tellers, not Members of the Board of Governors, whose duty it shall be to receive and count the ballots cast at the annual election, and certify the result thereof to the presiding officers. Each Member in good standing, by their duly designated representative, as herein provided, may vote in person or by proxy filed with the Secretary. Results of the election shall be promptly declared and posted.

**Section 7. Meetings.** Meetings of the Board shall be held whenever called by the President, and must be called and held whenever the written request of three Members of the Board is filed with the Secretary. The President or secretary shall notify members of the Board at least three days before the day set for the meeting. Four Members of the Board shall constitute a quorum, but a lesser number may meet and adjourn to a fixed date.

**Section 8. Removal.** Any Director elected by the membership who shall absent himself from three consecutive regular meetings of the Board without previously obtaining permission to do so from the President, or without providing a satisfactory excuse at the next regular meeting of the Board for such absences, shall cease to be a Director upon action of the Board, and his/her place shall be filled at the next regular meeting of the Board as herein provided.

## **Article VIII: Officers and Committees**

**Section 1. Officers.** The officers of the Association shall be a President, a Vice-President, a Secretary, a Financial and Membership Secretary, a Treasurer, a Common Interest Chairperson, and a Beach & Recreational Chairperson. They shall be elected within seven days after the Annual Meeting held every even year by the Board of Governors from their own Members, and shall hold office for a term of two (2) years or until their successors is chosen.

**Section 2. President.** The President shall preside at all meetings of the **Association** and the Board. He shall, and with the Secretary, sign all written contracts and obligations of the **Association**, and shall approve all expenditures submitted by the Treasurer, and exercise the usual functions pertaining to this office.

**Section 3. Vice-President.** The Vice-President shall have the power and perform the duties of the President in the former's absence.

**Section 4. Secretary.** The Secretary shall keep accurate minutes of the proceedings of **the Association** and of the Board, and conduct all the correspondence. He shall notify Members of their election; issue proper notices for all meetings of the **Association** and of the Board; sign, with the President, all written contracts and



obligations of the **Association**, excepting bank checks; have custody of the **Association's** seal; and generally perform the usual duties pertaining to his/her office.

#### **Section 5. Financial Officers**

**The financial officers of the association are elected by the association members and appointed by the board through its organizing process.** Two members from the same family or household can **NOT** hold both financial positions simultaneously.

**Check Signing/Financial Instrument Authority.** The President, or in his absence, the Vice President, and the Treasurer shall be the only members of Lindy's Lake Association's Board of Governors to be authorized to sign and/or issue checks or any other financial instruments of the Association. All accounts held by the Association shall require the signatures of two of the aforementioned Board members for expenditures of any kind to occur. Likewise, any savings, investment, or certificate of deposit accounts opened or maintained by the association shall bear the signatures of the Treasurer and one other of the above designated board members.

**Financial and Membership Secretary.** The Financial and Membership Secretary shall bill, collect, handle and deposit all monetary income of the association. He or she will fulfill this role by maintaining the membership database and ensuring that it is as current as possible at all times. He (or his appropriate designee) will collect all LLA mail, sort and pass it on as appropriate, correspond as necessary regarding property status matters and shall keep custody of all records of Lindy's Lake income. Upon collecting the various funds due to the association, the financial and membership secretary is responsible for maintaining accurate membership status of each LLA property owner in the association's main database. He will also keep accurate computerized records of the amounts and types of incomes received by the association on a monthly basis. These monthly records shall be compiled into a yearly report at the end of each calendar year and made available for review by the Board. The financial secretary will be responsible for making deposits into LLA's bank accounts a minimum of once a month and will maintain custody of original deposit records, turning over clear and legible copies of all deposit records to the association's Treasurer so that He may properly update the association's various checkbooks and accounts. The Financial Secretary shall not have the authority to sign checks or issue any financial instruments of the Association.

**Financial and Membership Secretary** shall have custody of the Membership Bond records of the **Association**, and shall maintain a list of all valid bonds. Any

payments of a valid bond made by the Treasurer shall be derived from these records, specifically the most current membership database.

**Treasurer.** The Treasurer shall be responsible for the disbursement and tracking of all expenses of the Association. He will maintain custody of the checkbook(s) and any other account documents from which funds may be disbursed. He shall receive copies of all income records from the Financial Secretary and update the records for which he is responsible accordingly. The Treasurer is responsible for the maintenance of computerized records tracking the expenditure of all funds and all categories of those expenditures shall be specified and tied to its respective budget category and line. The Treasurer will formulate the Association's budget yearly according to the needs of the association and with the input of each board and committee member and will formulate a report that will reflect the anticipated financial expenditures of the association. The Treasurer shall also be responsible for creating and maintaining all employment records of the association, including the various tax returns and records of each individual employee of Lindy's Lake Association. This shall include quarterly and yearly tax returns to the state and federal government, all workers' compensation matters, and each employee's yearly W-2 form. The Treasurer shall maintain a list of all redeemed membership bonds. He shall keep all regular and correct accounts of the **Association** in books belonging to it, and which shall at all times be open to inspection by the Board and to any contracted professional auditor or accountant. Additionally, each year, the Treasurer shall contract an independent qualified entity to prepare the association's federal tax returns and conduct a complete audit of the previous year's expenditures, and obtain a report of that audit from said contractor. At each regular meeting of the Board, He shall make a report of the **Association's** disbursements, and will maintain computerized records of those disbursement in a manner that reflects each expenditure to the categories and lines of the association's budget. These records shall be a detailed account of every expenditure made. The Board shall upon request, be able to examine these records at any meeting of the Board and all expenditures in the budget shall be made available to the membership in the budget's yearly publishing for vote and approval. At the expiration of his term of office, or on the election of a successor, He shall turn over to his successor all records remaining in his hands, together with all account books and records of the association; and he shall perform such other duties as the nature of his office may require for a smooth transition. Upon transition to a new Treasurer, the former Treasurer shall surrender all check signing and fiduciary authority associated with his former position.

- Section 6. Standing Committees.** There may be standing committees established by the Board as deemed appropriate and feasible, on Membership, Properties, Common Interests, Roads, Finance, Beach, Recreation, Entertainment, Improvements, Rules and Regulations, and Ecology and for such functions as the Board determines is necessary to achieve the goals and functions of the **Association**. Committees shall consist of as many members as the Board finds appropriate and feasible provided one committee member shall be a Member of the Board of Governors. The President shall appoint members to the Standing Committees.
- Section 7. Gender.** The Masculine pronoun is used herein for convenience and may be read as feminine when appropriate.

## **Article IX: Meetings**

- Section 1. General.** There shall be two general meetings of the **Association** scheduled during the year to be held at Lindy's Lake. These two meetings, spring and winter as herein defined, shall be mandatory and shall be held as required. Each meeting shall be open to transaction of such business as may be brought before it. The time and day of such meetings shall be at the discretion of the Board of Governors.
- Section 2. Spring Meeting.** The Spring Meeting will be held in 2<sup>nd</sup> quarter of the year and its purpose shall be to accept interim reports of the officers and committees and to present the Association's recreational activities and programs for the ensuing year. Every even year the members in "Good Standing" will vote for the new board. Special voting may also occur at this meeting.
- Section 3. Winter Meeting.** The Winter Meetings shall be called by the Board of Governors as **Association** in the 1<sup>st</sup> quarter of the new year to adopt budgets and establish Common Interest Element assessments and Beach & Recreational Element dues for the new year and to present annual reports by then Standing Committees.
- Section 4. Special Meetings.** The President acting alone or upon the written request of fifteen Members may call special meetings of the Association any time.
- Section 5. Notice.** No less than ten (10) days notice shall be given of all meetings. Notice of special meetings shall include the purpose thereof. Mailing of such notice to the Member's last address (email or postal) on the books of the **Association** shall constitute sufficient notice.
- Section 6. Proxy Voting.** A proxy to vote at an **Association** meeting may be given by any Member in "Good Standing" to someone in his immediate family or any other Member of the Association who is "Good Standing". The proxy shall be in writing

and shall state the specific meeting for which the proxy is intended. The proxy must be registered with the Financial and Membership Secretary prior to the transaction of any business at the meeting.

**Section 7. Order of Business.** Meetings shall be conducted in accordance with *Roberts Rules of Order*.

**Section 8. Quorum.** Twenty-four (24) members shall constitute a quorum but a lesser number may meet and adjourn to a fixed date.

## **Article X: Amendments**

These Lindy's Lake Association, Inc. Governing Documents may be amended at any meeting of the **Association** by a vote of at least two-thirds of the members in actual attendance at the time the question is put, either in person or by duly authorized proxy, provided that notice of such amendment, with the full text thereof, shall have been included in the Financial and Membership Secretary's notice of the meeting. These requirements of notice shall not apply to the amendment of a proposed amendment when being acted upon at a meeting duly noticed as herein provided.

## **DOCK REGULATIONS**

- A. The Lindy's Lake Association, Inc. is the Owner of the lake, lakebed and waters.
1. Lakefront property owners who are members in good standing with the Association and who are current in their dues and assessments may request permission from the Association to construct and maintain a dock in or on the lake.
  2. The property owner shall provide a written request and a sketch, drawn to scale, describing the proposed dock, including size, material, and location, to the Board of Governors.
- B. "Dock" as defined herein shall be considered a structure floating independently or attached to, or part of, the bulkhead at the shore line of a lakefront property for the purpose of accessing the lake, including but limited to structures used to access the lake by person, boat, or other water craft. Docks shall:
1. Be as compact as possible, in conformance with the property size and contours of the shoreline.
  2. Consist of one portion permanently connected to the bulkhead and built in conformance with any and all applicable Federal, State and Municipal laws. All applicable permits must be obtained.
  3. Not consist of sections of docks which are more than 100' sq. ft. (10' x 10', 8' x 12') and shall not extend more than 10' into the lake.
  4. Floating sections shall be no more than 100 sq. ft. (10' x 10', 8' x 12'). The floating section is optional.
  5. Not have "Ramp" sections which are more than 60 sq. ft. and shall not extend more than 10' into the lake;
  6. The total length extending into the lake of the fixed and floating sections combined shall be no more than 20'.
  5. The property owner is responsible for the design of the structural loading of the dock, and the compliance therewith of any and all applicable rules, regulations and laws.
  6. The property Owner shall maintain adequate insurance and will hold harmless the Board and the Association for any liability arising from the construction use and/or maintenance of the dock.
  - 7.
  8. No roofed structures shall be permitted any floating dock or ramp.
  9. No dock floating independently, or not otherwise attached to the dock owners retaining wall shall be permitted. No dock or ramp may be in a state of disrepair, so as to be a threat to the safety of those using the lake as herein provided, or provided by law, may be removed by the Association, upon 30 day notice to the

property owner and at the property owners expense by Special Assessment as herein provided. If the owner objects to the removal of the structure and subsequent assessment, an open meeting shall be held to discuss the property owner's objection. The Board acts so as to preserve the safety of the **Association's** members.

- C. Under no circumstances should the Association's acquiescence to the construction of a dock as herein provided, be construed a building permit or construction approval, nor shall it constitute a waiver of any property right the Association now enjoys or hereafter acquires.
- D. The property owner is responsible for proper maintenance of the dock (new and existing), and keeping it in good condition. However, the Association reserves the right to inspect the condition of the dock and to notify the Owner of any repairs that is necessary. The owner will be given 60 days to correct the condition. After the expiration of the 60 day notice period and any agreed upon extensions, the Association may remove the dock at the property owners expense by way of Special Assessment to the respective property as herein provided, said assessment to be a mandatory lien enforced by the Board. Failure to pay Special Assessments is grounds for potential suspension from the Association and forfeiture of the Common Interest Element Bond.
- E. If a property Owner discontinues membership in the Association or a new property owner does not become a member of the Association, the Association reserves the right to remove any dock from within the lake boundaries.
- F. Existing Docks. The size and shape of existing docks may remain as they are as of September 22, 1996. However, any repair or replacement work shall require approval of the Board and the docks shall not be expanded beyond the criteria listed above.

## **RETAINING WALLS & BULKHEADS REGULATIONS**

- A. The Lindy's Lake Association, Inc. is the Owner of the lake, lake bed and waters, easements of record, including the easements and right-of-ways, which comprise the road system throughout the lake community and other real property recorded with the Passaic County Registrar of the Deeds.
- B. Any property owner whose property falls within the Lindy's Lake Community as herein defined, who endeavors to erect, construct, modify, repair or replace a retaining wall or bulkhead, which abuts any property owned by the Lake, including but not limited to: the ownership interest defined in paragraph A., above; shall give the Association, at its regular mailing address, at least 60 day notice prior to beginning such construction. Notice shall be in the form of a letter to the Board and shall include detailed plans of the construction or repairs contemplated. Failure to provide adequate and complete 60 day notice to the Association shall permit the Board to retain legal counsel and such other professional as is required to investigate the Association's interest in such construction and to prevent work from progressing, until the Board is satisfied the Association's interest in the health, safety and welfare and rights of passage for all other residents of the community have been addressed. All expenses of said investigation to serve as a Special Assessment to the respective property as herein provided, said assessment to be a mandatory lien enforced by the Board. The Board may not impose Special Assessments for investigations it pursues, where proper Notice has been served upon the Association; however it may at its own expense pursue legal recourse, if it finds the proposed construction will adversely affect the health, safety, welfare or property rights of the other members of the Association, or the Association itself. If they are not satisfactorily addressed in the Board's discretion, the owner will be given 60 days to correct the condition. After the expiration of the 60 day notice period and any agreed upon extension's, the Association may remove the retaining wall or bulkhead at the property owners expense by way of Special Assessment to the respective property as herein provided, said assessment to be a mandatory lien enforced by the Board, in addition to pursuing any legal action necessary to enforce the rights of the Association and its members. Failure to pay Special Assessments is grounds for suspension from the Association and forfeiture of the Bond.
- C. Under no circumstances should the Association's acquiescence to the construction of a retaining wall or bulkhead, be construed as a waiver of any property right the Association now enjoys or hereafter acquires.

## **Boat Rack**

- A. The Lindy's Lake Association, Inc. is the owner of the boat rack located by the Lindy's Lake Dam and Beach.
- B. The board reserves the right to request that boats be removed from the boat rack from time to time to do maintenance to the racks.
- C. All boats on the rack **MUST** be securely fastened so as not to blow off in heavy winds.
- D. Only members in "Good Standing" may with prior authorization from the Financial and Membership Secretary keep a boat on the rack. The boat must remain in the spot assigned to the boat owner.